

FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, DC 20426

OFFICE OF ENERGY MARKET REGULATION

PJM Interconnection, L.L.C.
Docket No. ER23-1998-000

Issued: July 27, 2023

On May 30, 2023, PJM Interconnection, L.L.C. (PJM) submitted a notice of cancellation of an Interconnection Service Agreement between PJM and Mirant Americas Energy Marketing, L.P.¹ Pursuant to authority delegated to the Director, Division of Electric Power Regulation – East, under 18 C.F.R. § 375.307, the submittal is accepted for filing, effective May 31, 2023, as requested.

The filing was publicly noticed. No protests or adverse comments were filed. Pursuant to Rule 214 of the Commission's regulations (18 C.F.R. § 385.214), notices of intervention, timely-filed motions to intervene, and any unopposed motions to intervene out-of-time filed before the issuance date of this order are granted.

This action does not constitute approval of any service, rate, charge, classification, or any rule, regulation, contract, or practice affecting such rate or service provided for in the filed document(s); nor shall such action be deemed as recognition of any claimed contractual right or obligation affecting or relating to such service or rate; and such action is without prejudice to any findings or orders which have been or may hereafter be made by the Commission in any proceeding now pending or hereafter instituted by or against the applicant(s).

This order constitutes final agency action. Requests for rehearing by the Commission may be filed within 30 days of the date of issuance of this order, pursuant to 18 C.F.R. § 385.713.

Issued by: Kurt M. Longo, Director, Division of Electric Power Regulation – East

¹ PJM Interconnection, L.L.C., PJM Service Agreements Tariff, [PJM SA No. 6016](#), PJM SA No. 6016 among PJM and Mirant Americas Energy (1.0.0).

Document Content(s)

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May 30, 2023

Honorable Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, N.E., Room 1A
Washington, D.C. 20426-0001

*Re: PJM Interconnection, L.L.C., Docket No. ER23-____-000
Notice of Cancellation of Interconnection Service Agreement, Service Agreement
No. 6016; Queue No. B02*

Dear Secretary Bose:

PJM Interconnection, L.L.C. (“PJM”) submits to the Federal Energy Regulatory Commission (“Commission”) this notice of cancellation of a Interconnection Service Agreement (“ISA”)¹ between PJM and Mirant Americas Energy Marketing, L.P. (collectively, the “Parties”), designated as Service Agreement No. 6016 (“Morgantown ISA”).² PJM is cancelling the Morgantown ISA because the generating units under the agreement, *i.e.*, Morgantown 1 (F1) and Morgantown 2 (F2) (the “Facilities”) deactivated on May 31, 2022.

The Facilities granted Capacity Interconnection Rights (“CIRs”) under the Morgantown ISA. The Morgantown ISA will remain effective for one additional year after the deactivation date to preserve the Customer Facility’s CIRs, which will expire on May 31, 2023.³ It is PJM’s understanding that, upon expiration of the CIRs, the Parties will have no remaining obligations

¹ See *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER22-482-000 (Jan. 20, 2022) (accepting Service Agreement No. 6106).

² PJM submits this notice of cancellation pursuant to 18 C.F.R. § 35.15(a) (2022).

³ See PJM Tariff, Part VI, section 230.3.3.

under the Morgantown ISA. PJM therefore requests that the Morgantown ISA be cancelled effective May 31, 2023.⁴

I. WAIVER AND EFFECTIVE DATE

PJM requests that the Commission grant an effective date of May 31, 2023 for the notice of cancellation of the Morgantown ISA, and requests waiver of the Commission's 60-day prior notice requirement to permit this effective date.⁵ PJM submits that good cause exists to grant a May 31, 2023 effective date for the cancellation of the Morgantown ISA as requested. As indicated above, the Facilities deactivated on May 31, 2022. It is anticipated that, upon cancellation of the agreement, the Parties will have no remaining obligations under the Morgantown ISA. The Commission has granted waivers of its prior notice requirements in similar circumstances,⁶ and PJM respectfully requests that it do the same here.

II. CORRESPONDENCE

The following individuals are designated for inclusion on the official service list in this proceeding and for receipt of any communications regarding this filing:

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⁴ See 18 C.F.R. § 35.15(a).

⁵ See *id.* ("For good cause shown, the Commission may by order provide that the notice of cancellation or termination shall be effective as of a date prior to the date of filing or prior to the date the filing would become effective in accordance with these rules").

⁶ See, e.g., *PJM Interconnection, L.L.C.*, Letter Order, Notice of Cancellation of Wholesale Market Participation Agreement No. 5809, Docket No. ER22-2694-000 (Oct. 18, 2022); *PJM Interconnection, L.L.C.*, Letter Order, Notice of Cancellation of Interconnection Service Agreement No. 4872, Docket No. ER21-629-000 (Feb. 8, 2021); *PJM Interconnection, L.L.C.*, Letter Order, Notice of Cancellation of Service Agreement Nos. 4538 and 4539, Docket No. ER20-109-000 (Dec. 12, 2019).

III. SERVICE

PJM has served a copy of this filing on Mirant Americas Energy Marketing, L.P., as well as the state utility regulatory commissions within the PJM region.

Respectfully submitted,

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All state utility regulatory commissions within the PJM Region

FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, DC 20426

OFFICE OF ENERGY MARKET REGULATION

In Reply Refer To:
PJM Interconnection, L.L.C.
Docket No. ER22-482-000

Issued: January 20, 2022

Wright & Talisman, P.C.
1200 G Street, NW, Suite 600
Washington, DC 20005-3898
Attention: David S. Berman

Reference: Original Service Agreements Nos. 6016 and 6017

On November 24, 2021, you submitted, on behalf of PJM Interconnection, L.L.C (PJM), an Interconnection Service Agreement (ISA) between PJM and Mirant Americas Energy (Mirant), designated as Original Service Agreement No. 6016, related to the interconnection of the Morgantown Generating Station (Morgantown ISA) and an ISA between PJM and Mirant, designated as Original Service Agreement No. 6017, related to the interconnection of the Chalk Point Generating Station (Chalk Point ISA).¹ PJM requested that the Morgantown ISA be accepted effective April 6, 2001 and the Chalk Point ISA be accepted effective July 31, 2001. Pursuant to authority delegated to the Director, Division of Electric Power Regulation – East, under 18 C.F.R. § 375.307 (2021), the submittal is accepted for filing, effective as requested.²

The filing was publicly noticed, with interventions and protests due on or before December 15, 2021. Pursuant to Rule 214 of the Commission's regulations (18 C.F.R. § 385.214 (2021)), notices of intervention, timely-filed motions to intervene, and any

¹ PJM Interconnection, L.L.C., PJM Service Agreements Tariff, [PJM SA No. 6016](#), [PJM SA No. 6016 among PJM and Mirant Americas Energy \(0.0.0\)](#), [PJM SA No. 6017](#), [PJM SA No. 6017 among PJM and Mirant Americas Energy \(0.0.0\)](#).

² See 18 C.F.R. § 35.11 (2021); *Cent. Hudson Gas & Elec. Corp.*, 60 FERC ¶ 61,106, *reh'g denied*, 61 FERC ¶ 61,089 (1992); *but see Sunflower Elec. Power Corp.*, 173 FERC ¶ 61,054 (2020) (Danly, Comm'r, dissenting).

Docket No. ER22-482-000

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unopposed motions to intervene out-of-time filed before the issuance date of this order are granted. Granting a late intervention at this stage of the proceeding will not disrupt the proceeding or place additional burdens on existing parties. No protests or adverse comments were filed.

This action does not constitute approval of any service, rate, charge, classification, or any rule, regulation, contract, or practice affecting such rate or service provided for in the filed document(s); nor shall such action be deemed as recognition of any claimed contractual right or obligation affecting or relating to such service or rate; and such action is without prejudice to any findings or orders which have been or may hereafter be made by the Commission in any proceeding now pending or hereafter instituted by or against the applicant.

This order constitutes final agency action. Requests for rehearing by the Commission may be filed within 30 days of the date of issuance of this order, pursuant to 18 C.F.R. § 385.713 (2021).

Issued by: Kurt M. Longo, Director, Division of Electric Power Regulation – East

Document Content(s)

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November 24, 2021

Kimberly D. Bose
Secretary
Federal Energy Regulatory Commission
888 First Street, NE, Room 1A
Washington, DC 20426

*Re: PJM Interconnection, L.L.C., Docket No. ER22-482-000
Original ISA, SA No. 6016; Queue No. B02
Original ISA, SA No. 6017; Queue No. F08*

Dear Secretary Bose:

Pursuant to section 205 of the Federal Power Act,¹ and part 35 of the Federal Energy Regulatory Commission's ("Commission") regulations,² and consistent with the PJM Open Access Transmission Tariff ("Tariff"), PJM submits for filing: (a) an executed Interconnection Service Agreement ("ISA") between PJM and Mirant Americas Energy Marketing, L.P. ("Mirant"), designated as Original Service Agreement No. 6016, for PJM Queue No. B02, related to the interconnection of the Morgantown Generating Station ("Morgantown ISA"); and (b) an executed ISA between PJM and Mirant, designated as Original Service Agreement No. 6017, for PJM Queue No. F08, related to the interconnection of the Chalk Point Generating Station ("Chalk Point ISA" and, with the Morgantown ISA, the "Mirant ISAs").³ PJM requests an effective date of April 6, 2001,

¹ 16 U.S.C. § 824d.

² 18 C.F.R. part 35.

³ The full name of the Morgantown ISA is the "Interconnection Service Agreement Between PJM Interconnection, L.L.C. and Mirant Americas Energy Marketing, L.P." The full name of the Chalk Point ISA is the "Interconnection Service Agreement Between PJM Interconnection, L.L.C. and Mirant Americas Energy Marketing, LP" The Morgantown ISA and Chalk Point ISA were fully executed on April 6, 2001, and July 31, 2001, respectively. Copies of the Morgantown ISA and Chalk Point ISA are included as

for the Morgantown ISA, and July 31, 2001, for the Chalk Point ISA. The Morgantown ISA supersedes a 2000 ISA entered between PJM and Southern Company Energy Marketing L.P. (“SCEM” and “2000 ISA”)⁴ as to the specific units identified in the Morgantown ISA. Similarly, the Chalk Point ISA supersedes the 2000 ISA as to the specific units identified in the Chalk Point ISA.⁵ PJM requests that the Commission issue an order accepting the Mirant ISAs by January 24, 2022, one day before the auction window for the PJM Base Residual Auction (“BRA”) for the 2023/24 delivery year opens⁶.

PJM is submitting the Mirant ISAs for filing because each of these ISAs pre-dates the effective date of Order No. 2001,⁷ and should have been filed with the Commission at the time they were executed.⁸ PJM regrets the oversight of not filing these agreements on

Attachment A. Capitalized terms not defined herein have the meaning set forth in the Mirant ISAs or the Tariff.

⁴ The 2000 ISA was submitted to the Commission in *PJM Interconnection, L.L.C.*, Docket No. ER01-529-000 and accepted effective November 15, 2000. See *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER01-529-000 (Jan. 3, 2001). SCEM is the predecessor of Mirant. GenOn Energy Management, LLC (“GenOn”), mentioned below, is a successor-in-interest to Mirant. PJM will file an amended 2000 ISA separately at a later date.

⁵ Redlined versions of each of the Mirant ISAs, comparing them to the relevant sections of the 2000 ISA, are included for informational purposes as Attachment B hereto. In addition, because each of the Mirant ISAs being filed today contains electronic signatures and not the Parties’ original signatures, a copy of the sheets containing the original signatures for each is included as Attachment C.

⁶ Chalk Point ISA, sections 1.0 and 5.0; Morgantown ISA, sections 1.0 and 5.0. While section 5.0 of the Morgantown ISA states the ISA will become effective as of the date of the Interconnection Customer’s execution, consistent with PJM’s practices, this agreement will become effective as of the date PJM, the last party to execute the ISA, signed that agreement.

⁷ *Revised Public Utility Filing Requirements*, Order No. 2001, 99 FERC ¶ 61,107, *reh’g denied*, Order No. 2001-A, 100 FERC ¶ 61,074, *reconsideration & clarification denied*, Order No. 2001-B, 100 FERC ¶ 61,342, *enforcing*, Order No. 2001-C, 101 FERC ¶ 61,314 (2002), *enforcing*, Order No. 2001-D, 102 FERC ¶ 61,334, *order on clarification*, Order No. 2001-E, 105 FERC ¶ 61,352 (2003), *order on clarification*, Order No. 2001-F, 106 FERC ¶ 61,060 (2004), *order adopting EQR data dictionary*, Order No. 2001-G, 120 FERC ¶ 61,270, *order on reh’g & clarification*, Order No. 2001-H, 121 FERC ¶ 61,289 (2007), *order revising EQR data dictionary*, Order No. 2001-I, 125 FERC ¶ 61,103 (2008).

⁸ See Order No. 2001 at Table 1 and P 28.

a timely basis. As set forth in Part III below, PJM requests that the Commission accept the Mirant ISAs to be effective as of the dates requested above, and grant all necessary waivers of the Commission's regulations to allow the requested effective dates.

I. DESCRIPTION OF THE 2000 ISA AND MIRANT ISAs

The 2000 ISA and the Mirant ISAs are each a two-party interconnection service agreement between PJM and the relevant Interconnection Customer. Each of the ISAs contains initial sheets setting forth the generally applicable terms and conditions, with the remaining pages providing information such as the name, size of the generating units in megawatts ("MW"), and the amount of Capacity Interconnection Rights provided to the Interconnection Customer for each of the units subject to that ISA.⁹ While each of the Mirant ISAs addresses facilities located at a single generation site, the 2000 ISA addressed facilities located at multiple generating sites.

The Morgantown ISA is intended to facilitate the interconnection to the PJM transmission system of the Morgantown1 (F1) and Morgantown2 (F2) generating units located at the Morgantown Generating Station in Newburg, Maryland.¹⁰ Each of the Morgantown generating units has a size of 626 MW, and Capacity Interconnection Rights in the amount of 624 MW.¹¹ Similarly, the Chalk Point ISA is intended to facilitate the interconnection to the PJM transmission system of the Chalk Point CT3 (E-CT3), Chalk Point CT4 (E-CT4), Chalk Point CT5 (E-CT5), and Chalk Point CT6 (E-CT6) generating

⁹ See 2000 ISA at 1-2 and Specifications pages; Morgantown ISA at 1-2 and Specifications pages; Chalk Point ISA at 1-2 and Specifications pages.

¹⁰ Morgantown ISA at 3, Specifications sections 1.0(a)-(b) & 4, Specifications sections 1.0(a)-(b).

¹¹ Morgantown ISA at 3, Specifications sections 1.0(c) and 2.0 & 4, Specifications sections 1.0(c) and 2.0.

units located at the Chalk Point Generating Station in Aquasco, Maryland.¹² Each of the Chalk Point CT3 (E-CT3) and Chalk Point CT4 (E-CT4) generating units has a size of 103 MW and 86 MW of Capacity Interconnection Rights.¹³ Each of the Chalk Point CT5 (E-CT5) and Chalk Point CT6 (E-CT6) generating units has a size of 125 MW and 109 MW of Capacity Interconnection Rights.¹⁴ There are no charges under either of the Mirant ISAs and no facilities to be constructed are listed.¹⁵

On March 25, 2021, GenOn received Commission authorization for an intra-corporate transfer involving some of the generating units that are subject to the 2000 ISA.¹⁶ PJM will file revised agreements after the generating unit transfers are completed.¹⁷

II. MIRANT ISAs DESCRIPTION

Each of the Mirant ISAs differs from the 2000 ISA to recognize the fact the Interconnection Customer has become Mirant, and that there is an increase in the amounts of Capacity Interconnection Rights provided to the Interconnection Customer with respect to the generating units included in the Mirant ISAs. First, the Mirant ISAs are between “Mirant Americas Energy Marketing L.P.” or “Mirant Americas Energy Marketing, LP,” replacing “Southern Company Energy Marketing L.P.” Specifications section 2.0 of the

¹² Chalk Point ISA at 3, Specifications sections 1.0(a)-(b), at 4, Specifications sections 1.0(a)-(b), at 5, Specifications sections 1.0(a)-(b), & 6, Specifications sections 1.0(a)-(b).

¹³ Chalk Point ISA at 3, Specifications sections 1.0(c) and 2.0, at 4, Specifications sections 1.0(c) and 2.0.

¹⁴ Chalk Point ISA at 5, Specifications sections 1.0(c) and 2.0, at 6, Specifications sections 1.0(c) and 2.0.

¹⁵ Morgantown ISA at 3, Specifications sections 3.0 and 4.0 & 4, Specifications sections 3.0 and 4.0; Chalk Point ISA at 3, Specifications sections 3.0 and 4.0, at 4, Specifications sections 3.0 and 4.0, at 5, Specifications sections 3.0 and 4.0 & 6, Specifications sections 3.0 and 4.0.

¹⁶ *Chalk Point Power, LLC*, 174 FERC ¶ 62,182 (2021) (“March 2021 Order”). On July 7, 2021, the applicants in that proceeding filed a notice with Commission stating that certain of the transactions authorized in the March 2021 Order have been consummated, and that others were outstanding. *Chalk Point Power, LLC*, Notice of Consummation of Chalk Point Power, LLC, Docket No. EC21-31-000, at 1-2 (July 7, 2021).

¹⁷ Certain units covered by the 2000 ISA have been retired and should be removed from the 2000 ISA.

Morgantown ISA states the Interconnection Customer has Capacity Interconnection Rights in the amount of 624 MW at Morgantown1 (F1) and Capacity Interconnection Rights in the amount of 620 MW at Morgantown2 (F2). This represents an increase of 42 MW and 38 MW, respectively, from the levels established in the applicable sections of the 2000 ISA. Similarly, Specifications section 2.0 of the Chalk Point ISA states the Interconnection Customer has Capacity Interconnection Rights in the amount of 86 MW at Chalk Point CT3 (E-CT3) and Chalk Point CT4 (E-CT4), and 109 MW at Chalk Point CT5 (E-CT5) and Chalk Point CT6 (E-CT6). This represents an increase of the 2000 ISA of 1 MW for Chalk Point CT3 (E-CT3) and Chalk Point CT4 (E-CT4), and 2 MW for Chalk Point CT5 (E-CT5) and Chalk Point CT6 (E-CT6) from the levels established in the applicable sections.

III. REQUESTED EFFECTIVE DATES

PJM respectfully requests waiver of the Commission's prior notice requirements set forth in 18 C.F.R. § 35.3 to allow an effective date of April 6, 2001, for the Morgantown ISA and an effective date of July 31, 2001, for the Chalk Point ISA.¹⁸ While PJM regrets the significant delay in filing these service agreements, there is good cause for granting this request, as it is consistent with Commission policy, and will preserve the long-standing settled expectations of the parties to the Mirant ISAs, including those of Mirant and its successor-in-interest GenOn.

As an initial matter, granting the requested waiver is consistent with the Commission's policy set forth in *Central Hudson Gas & Electric Co.*, 60 FERC ¶ 61,106

¹⁸ PJM also requests any and all waivers of the Commission's rules and regulations, including the Commission's regulations set forth in 18 C.F.R. § 35.13, necessary for acceptance of this filing.

(1992), *reh'g denied*, 61 FERC ¶ 61,089 (1992) (“*Central Hudson*”). The Commission in that order stated:

We will generally grant waiver of the 60-day prior notice requirement in the following instances: (1) uncontested filings that do not change rates -- such as notices of cancellation when the contract expires by its own terms and the customer does not desire an extension, changes in delivery points, and changes in non-rate terms; and (2) filings that reduce rates and charges -- such as rate decreases or new services that provide the customer of a utility with an opportunity to reduce its purchases of other, more expensive service from the same utility.¹⁹

While the revisions contained in the Mirant ISAs include an increase in Capacity Interconnection Rights, changes in the Interconnection Customer name and other modifications, none of the modifications constitutes a rate change, and in fact, there are no rates or charges under either of the Mirant ISAs. PJM has been authorized by counsel for GenOn to state that it does not oppose this filing or the requested effective dates. PJM acknowledges the importance of submitting filings on a timely basis, but in this instance submits the Commission should therefore accept the Morgantown ISA and Chalk Point ISA, to be effective April 6, 2001, and July 31, 2001, respectively.

Additional good cause exists to grant waiver of the Commission’s prior notice requirements and allow the Mirant ISAs to become effective on the dates requested. PJM’s failure to file the Mirant ISAs is the result of a good faith administrative oversight on PJM’s part, which PJM is acting to correct. Moreover, while PJM cannot determine the underlying reason why these ISAs were not filed when signed in 2001, PJM has had practices and procedures in place for many years to ensure such filing oversights do occur when new ISAs are executed.

¹⁹ *Central Hudson*, 60 FERC at 61,338.

It is important to note that granting the requested effective date is also necessary to preserve the settled expectations of the parties. Mirant and its successor GenOn have been offering the capacity set forth in the Mirant ISAs into PJM's capacity markets and BRA, including capacity associated with the increased amount of Capacity Interconnection Rights contained in the Mirant ISAs, and expects to continue to do so.²⁰ Failure to grant the requested effective dates might not only impair GenOn's ability to participate in future BRAs, but if the Commission's order has the effect of reducing the amount of capacity Mirant or its successor could have offered into prior auctions, it will leave the parties with no remedy because of the Commission policy against re-running or re-settling markets.²¹

Finally, PJM notes the Commission's remedy for late-filed agreements may be to require the transmission provider to refund the time-value of the revenues collected without Commission authorization.²² However, in this instance no charges were assessed under the Mirant ISAs. Thus, no refund conditions apply.²³

IV. REQUEST FOR COMMISSION ACTION

PJM also requests that the Commission issue an order accepting the Mirant ISAs, and granting the requested April 6, 2001 and July 31, 2001 effective dates, by January 24,

²⁰ The amount of Capacity Interconnection Rights have been reduced over time in accordance with Schedule 10 of the PJM Reliability Assurance Agreement.

²¹ See *Midwest Indep. Transmission Sys. Operator, Inc.*, 162 FERC ¶ 61,173, at P 19 (2018) (stating "[t]he Commission generally does not order a remedy that requires rerunning a market because market participants participate in the market with the expectation that the rules in place and the outcomes will not change after the results are set."), *order dismissing request for reh'g*, 170 FERC ¶ 61,216 (2020); *Dominion Energy Mktg., Inc.*, 157 FERC ¶ 61,041, at PP 8-9 (2016) (stating that imposing requested relief "would require resettling the market and we also continue to find that declining to do so is consistent with Commission policy"); see also *ISO New England Inc.*, 170 FERC ¶ 61,187, at P 21 (2020) (noting Commission policy against imposing remedies that require rerunning a market).

²² *Conn. Light & Power Co.*, 163 FERC ¶ 61,145, at P 5 (2018); *Duke Energy Fla., LLC*, 156 FERC ¶ 61,222, at P 13 (2016).

²³ See *PacifiCorp*, 141 FERC ¶ 61,010, at P 11 (2012); *ITC Midwest LLC*, 138 FERC ¶ 61,105, at P 14 (2012); see also *Lake Benton Power Partners LLC*, 146 FERC ¶ 61,095, at P 7 (2014).

2022, which is one day before the auction window for the BRA for the 2023/24 delivery year opens. Issuing an order accepting the Mirant ISAs by this date will provide PJM and GenOn with assurances that GenOn can offer the full amount of Capacity Interconnection Rights into the auction.

V. DOCUMENTS ENCLOSED

In addition to this transmittal letter, PJM encloses the following:

1. Attachment A: Morgantown ISA, Original Service Agreement No. 6016, and Chalk Point ISA, Original Service Agreement No. 6017 (clean);
2. Attachment B: Morgantown ISA, Original Service Agreement No. 6016, and Chalk Point ISA, Original Service Agreement No. 6017, comparing them to applicable sections of the 2000 ISA (redlined); and
3. Attachment C: Copy of sheets containing original signatures to the Morgantown ISA and original signatures to the Chalk Point ISA.

VI. CORRESPONDENCE AND COMMUNICATIONS

Correspondence and communications with respect to this filing should be sent to, and PJM requests the Secretary to include on the official service list, the following:²⁴

²⁴ To the extent necessary, PJM requests waiver of Rule 203(b)(3) of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.203(b)(3), to permit all of the persons listed to be placed on the official service list for this proceeding.

Craig Glazer
Vice President – Federal Government
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VII. SERVICE

PJM has served a copy of this filing on GenOn and the affected state regulatory commissions within the PJM Region.

VIII. CONCLUSION

For the foregoing reasons, PJM respectfully requests that the Commission accept the Morgantown ISA for filing effective April 6, 2001, and the Chalk Point ISA for filing effective July 31, 2001.

Respectfully submitted,

/s/ David S. Berman
Wendy B. Warren
David S. Berman
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***Counsel for
PJM Interconnection, L.L.C.***

Attachment A

**Morgantown ISA, Original Service Agreement No. 6016,
and Chalk Point ISA, Original Service Agreement No.
6017 (clean)**

Morgantown ISA

Service Agreement No. 6016

**Interconnection Service Agreement
Between
PJM Interconnection, L.L.C.
and
Mirant Americas Energy Marketing, L.P.**

**Interconnection Service Agreement
Between
PJM Interconnection, L.L.C.
and
Mirant Americas Energy Marketing, L.P.**

- 1.0 This Interconnection Service Agreement, as of the date of Interconnection Customer's execution, including the Specifications attached hereto and incorporated herein, is entered into by and between PJM Interconnection, L.L.C. ("Transmission Provider") and **Mirant Americas Energy Marketing, L.P.** ("Interconnection Customer").
- 2.0 Attached are Specifications for each generating unit that Interconnection Customer seeks to interconnect to the Transmission Provider's system. The Interconnection Customer represents and warrants that it owns or controls the generating facilities identified in the Specifications attached hereto and made a part hereof. In the event that Interconnection Customer does not own the generating facilities, Interconnection Customer represents and warrants that it is authorized by the owners of such generating facilities to enter into this agreement and to represent such control.
- 3.0 The Interconnection Customer has requested an Interconnection Service Agreement under the PJM Open Access Transmission Tariff ("Tariff"), and the Transmission Provider has determined that the Interconnection Customer is eligible under the Tariff to obtain an Interconnection Service Agreement.
- 4.0 The Transmission Provider has determined that no letter of credit or other security under the Tariff is required with respect to this Interconnection Service Agreement.
- 5.0 This Interconnection Service Agreement shall be effective on the date of Interconnection Customer's execution and shall terminate on such date as mutually agreed upon by the parties, unless earlier terminated in accordance with the Tariff.
- 6.0 The Transmission Provider agrees to provide for the interconnection of the Interconnection Customer to the Transmission System in the PJM Control Area in accordance with Part IV of the Tariff, the Operating Agreement of PJM Interconnection, L.L.C. ("Operating Agreement"), and this Interconnection Service Agreement, as they may be amended from time to time.
- 7.0 The Interconnection Customer agrees to abide by all rules and procedures pertaining to generation in the PJM Control Area, including but not limited to the rules and procedures concerning the dispatch of generation set forth in the Operating Agreement and the PJM Manuals.

- 8.0 No waiver by either party of one or more defaults by the other in performance of any of the provisions of this Interconnection Service Agreement shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or different character.
- 9.0 This Interconnection Service Agreement or any part thereof, may not be amended, modified, or waived other than by a writing signed by all parties hereto.
- 10.0 This Interconnection Service Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors, and assigns.
- 11.0 This Interconnection Service Agreement shall not be construed as an application for service under Part II or Part III of the Tariff.
- 12.0 Any notice or request made to or by either Party regarding this Interconnection Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider

PJM Interconnection, L.L.C.
955 Jefferson Avenue
Valley Forge Corporate Center
Norristown, PA 19403-2497

Interconnection Customer

Mirant Americas Energy Marketing, L.P.
1155 Perimeter Center West, Suite 130
Atlanta, Georgia 30338-5416
Attention: Legal Department

- 13.0 The Tariff and the Operating Agreement are incorporated herein and made a part hereof.
- 14.0 This Interconnection Service Agreement is being entered pursuant to Part IV of the Tariff.

IN WITNESS WHEREOF, the Transmission Provider and the Interconnection Customer have caused this Interconnection Service Agreement to be executed by their respective authorized officials.

Transmission Provider

By: <u>/s/Dave Anders</u>	<u>Manager of Procurement of Contractors</u>	<u>4/6/2001</u>
Name	Title	Date

Interconnection Customer

By: <u>/s/Gerald G. Fleming</u>	<u>Vice President</u>	<u>3/13/2001</u>
Name	Title	Date

**SPECIFICATIONS FOR
INTERCONNECTION SERVICE AGREEMENT**

[ONE FORM PER INDIVIDUAL UNIT]

- 1.0 Description of generating unit to be interconnected with the Transmission System in the PJM Control Area:
- a. Name of generating unit: Morgantown1 (F1)
 - b. Location of generating unit site: Morgantown Generating Station
12620 Crain Highway
Newburg, MD 20664
 - c. Size in megawatts of generating unit: 626 MW
 - d. Description of the equipment configuration: N/A
- 2.0 Capacity Interconnection Rights: Pursuant to Section 3.0 of Schedule 6A of the Operating Agreement, Interconnection Customer shall have Capacity Interconnection Rights at the location specified in Section 1.0a in the amount of 624 megawatts.
- 3.0 The RTO shall construct the following facilities: N/A
- 4.0 Interconnection Customer shall be subject to the charges estimated below.
- 4.1 Facilities Study Charge: N/A
 - 4.2 Attachment Facilities Charge: N/A
 - 4.3 Local Upgrades Charge: N/A
 - 4.4 Network Upgrades Charge: N/A
 - 4.5 Other Supporting Facilities Charge: N/A

1.0 Description of generating unit to be interconnected with the Transmission System in the PJM Control Area:

- a. Name of generating unit: Morgantown2 (F2)
- b. Location of generating unit site: Morgantown Generating Station
12620 Crain Highway
Newburg, MD 20664
- c. Size in megawatts of generating unit: 626 MW
- d. Description of the equipment configuration: N/A

2.0 Capacity Interconnection Rights: Pursuant to Section 3.0 of Schedule 6A of the Operating Agreement, Interconnection Customer shall have Capacity Interconnection Rights at the location specified in Section 1.0a in the amount of 620 megawatts.

3.0 The RTO shall construct the following facilities: N/A

4.0 Interconnection Customer shall be subject to the charges estimated below.

- 4.1 Facilities Study Charge: N/A
- 4.2 Attachment Facilities Charge: N/A
- 4.3 Local Upgrades Charge: N/A
- 4.4 Network Upgrades Charge: N/A
- 4.5 Other Supporting Facilities Charge: N/A

Chalk Point ISA

Service Agreement No. 6017

**Interconnection Service Agreement
Between
PJM Interconnection, L.L.C.
and
Mirant Americas Energy Marketing, LP**

**Interconnection Service Agreement
Between
PJM Interconnection, L.L.C.
and
Mirant Americas Energy Marketing, LP**

- 1.0 This Interconnection Service Agreement, as of the date of Interconnection Customer's execution, including the Specifications attached hereto and incorporated herein, is entered into by and between PJM Interconnection, LLC. ("Transmission Provider") and **Mirant Americas Energy Marketing, LP** ("Interconnection Customer").
- 2.0 Attached are Specifications for each generating unit, (F8) that Interconnection Customer seeks to interconnect to the Transmission Provider's system. The Interconnection Customer represents and warrants that it owns or controls the generating facilities identified in the Specifications attached hereto and made a part hereof. In the event that Interconnection Customer does not own the generating facilities, Interconnection Customer represents and warrants that it is authorized by the owners of such generating facilities to enter into this agreement and to represent such control.
- 3.0 The Interconnection Customer has requested an Interconnection Service Agreement under the PJM Open Access Transmission Tariff ("Tariff"), and the Transmission Provider has determined that the Interconnection Customer is eligible under the Tariff to obtain an Interconnection Service Agreement.
- 4.0 The Transmission Provider has determined that no letter of credit or other security under the Tariff is required with respect to this Interconnection Service Agreement.
- 5.0 This Interconnection Service Agreement shall be effective on the date of Transmission Provider's execution and shall terminate on such date as mutually agreed upon by the parties, unless earlier terminated in accordance with the Tariff.
- 6.0 The Transmission Provider agrees to provide for the interconnection of the Interconnection Customer to the Transmission System in the PJM Control Area in accordance with Part IV of the Tariff, the Operating Agreement of PJM Interconnection, L.L.C. ("Operating Agreement"), and this Interconnection Service Agreement, as they may be amended from time to time.
- 7.0 The Interconnection Customer agrees to abide by all rules and procedures pertaining to generation in the PJM Control Area, including but not limited to the rules and procedures concerning the dispatch of generation set forth in the Operating Agreement and the PJM Manuals.

- 8.0 No waiver by either party of one or more defaults by the other in performance of any of the provisions of this Interconnection Service Agreement shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or different character.
- 9.0 This Interconnection Service Agreement or any part thereof, may not be amended, modified, or waived other than by a writing signed by all parties hereto.
- 10.0 This Interconnection Service Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors, and assigns.
- 11.0 This Interconnection Service Agreement shall not be construed as an application for service under Part II or Part III of the Tariff.
- 12.0 Any notice or request made to or by either Party regarding this Interconnection Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider

PJM Interconnection, L.L.C.
955 Jefferson Avenue
Valley Forge Corporate Center
Norristown, PA 19403-2497

Interconnection Customer

Mirant Americas Energy Marketing, LP
1155 Perimeter Center West
Atlanta, Georgia 30338
Attention: Mr. Gerald G. Fleming

- 13.0 The Tariff and the Operating Agreement are incorporated herein and made a part hereof.
- 14.0 This Interconnection Service Agreement is being entered pursuant to Part IV of the Tariff.

IN WITNESS WHEREOF, the Transmission Provider and the Interconnection Customer have caused this Interconnection Service Agreement to be executed by their respective authorized officials.

Transmission Provider

By: /s/Joseph S. Davis
Name

General Manager Services
Title

7/31/2001
Date

Interconnection Customer

By: /s/Gerald G. Fleming
Name

Vice President
Title

7/27/2001
Date

**SPECIFICATIONS FOR
INTERIM INTERCONNECTION SERVICE AGREEMENT**

[ONE FORM PER INDIVIDUAL UNIT]

- 1.0 Description of generating unit to be interconnected with the Transmission System in the PJM Control Area:
- a. Name of generating unit: Chalk Point CT3 (E-CT3)
(#F8 in PJM Generator Interconnection Request Queue)
 - b. Location of generating unit site: Chalk Point Generating Station
Off Eagle Harbor Road
Aquasco, MD 20608
 - c. Size in megawatts of generating unit: 103 MW (maximum capacity)
 - d. Description of the equipment configuration: (See Attachment A)
- 2.0 Capacity Interconnection Rights: Pursuant to Section 3.0 of Schedule 6A of the Operating Agreement, Interconnection Customer shall have Capacity Interconnection Rights at the location specified in Section 1.0a in the amount of 86 megawatts (increased from 85 to 86 megawatts).
- 3.0 The RTO shall construct the following facilities: N/A
- 4.0 Interconnection Customer shall be subject to the charges estimated below.
- 4.1 Facilities Study Charge: N/A
 - 4.2 Attachment Facilities Charge: N/A
 - 4.3 Local Upgrades Charge: N/A
 - 4.4 Network Upgrades Charge: N/A
 - 4.5 Other Supporting Facilities Charge: N/A

1.0 Description of generating unit to be interconnected with the Transmission System in the PJM Control Area:

- a. Name of generating unit: Chalk Point CT4 (E-CT4)
(#F8 in PJM Generator Interconnection Request Queue)
- b. Location of generating unit site: Chalk Point Generating Station
Off Eagle Harbor Road
Aquasco, MD 20608
- c. Size in megawatts of generating unit: 103 MW (maximum capacity)
- d. Description of the equipment configuration: (See Attachment A)

2.0 Capacity Interconnection Rights: Pursuant to Section 3.0 of Schedule 6A of the Operating Agreement, Interconnection Customer shall have Capacity Interconnection Rights at the location specified in Section 1.0a in the amount of 86 megawatts (increased from 85 to 86 megawatts).

3.0 The RTO shall construct the following facilities: N/A

4.0 Interconnection Customer shall be subject to the charges estimated below.

- 4.1 Facilities Study Charge: N/A
- 4.2 Attachment Facilities Charge: N/A
- 4.3 Local Upgrades Charge: N/A
- 4.4 Network Upgrades Charge: N/A
- 4.5 Other Supporting Facilities Charge: N/A

1.0 Description of generating unit to be interconnected with the Transmission System in the PJM Control Area:

- a. Name of generating unit: Chalk Point CT5 (E-CT5)
(#F8 in PJM Generator
Interconnection Request Queue)
- b. Location of generating unit site: Chalk Point Generating Station
Off Eagle Harbor Road
Aquasco, MD 20608
- c. Size in megawatts of generating unit: 125 MW (maximum capacity)
- d. Description of the equipment configuration: (See Attachment A)

2.0 Capacity Interconnection Rights: Pursuant to Section 3.0 of Schedule 6A of the Operating Agreement, Interconnection Customer shall have Capacity Interconnection Rights at the location specified in Section 1.0a in the amount of 109 megawatts (increased from 107 to 109 megawatts).

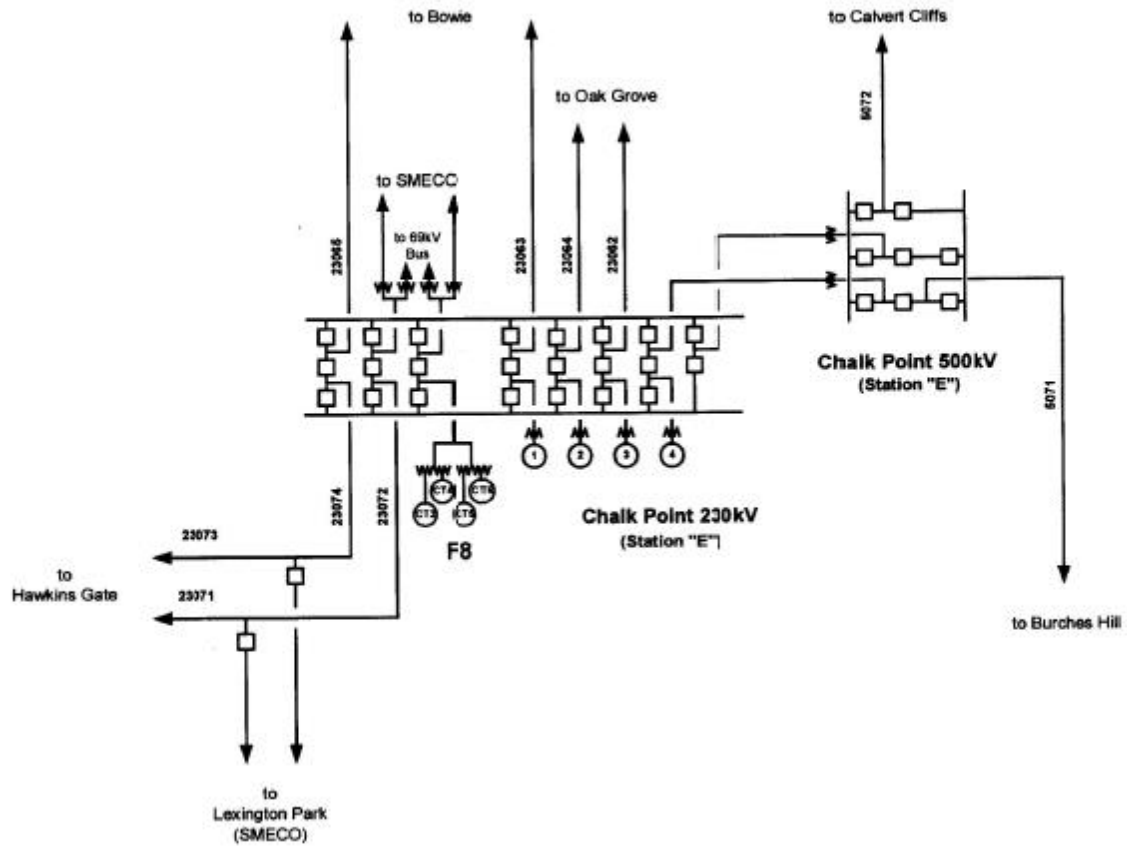
3.0 The RTO shall construct the following facilities: N/A

4.0 Interconnection Customer shall be subject to the charges estimated below.

- 4.1 Facilities Study Charge: N/A
- 4.2 Attachment Facilities Charge: N/A
- 4.3 Local Upgrades Charge: N/A
- 4.4 Network Upgrades Charge: N/A
- 4.5 Other Supporting Facilities Charge: N/A

- 1.0 Description of generating unit to be interconnected with the Transmission System in the PJM Control Area:
- a. Name of generating unit: Chalk Point CT6 (E-CT6)
(#F8 in PJM Generator Interconnection Request Queue)
 - b. Location of generating unit site: Chalk Point Generating Station
Off Eagle Harbor Road
Aquasco, MD 20608
 - c. Size in megawatts of generating unit: 125 MW (maximum capacity)
 - d. Description of the equipment configuration: (See Attachment A)
- 2.0 Capacity Interconnection Rights: Pursuant to Section 3.0 of Schedule 6A of the Operating Agreement, Interconnection Customer shall have Capacity Interconnection Rights at the location specified in Section 1.0a in the amount of 109 megawatts (increased from 107 to 109 megawatts).
- 3.0 The RTO shall construct the following facilities: N/A
- 4.0 Interconnection Customer shall be subject to the charges estimated below
- 4.1 Facilities Study Charge: N/A
 - 4.2 Attachment Facilities Charge: N/A
 - 4.3 Local Upgrades Charge: N/A
 - 4.4 Network Upgrades Charge: N/A
 - 4.5 Other Supporting Facilities Charge: N/A

ATTACHMENT A



Attachment B

Morgantown ISA, Original Service Agreement No. 6016, and Chalk Point ISA, Original Service Agreement No. 6017, comparing them to applicable sections of the 2000 ISA (redlined)

Morgantown ISA

**Interconnection Service Agreement
Between
PJM Interconnection, L.L.C.
and
~~Southern Company~~ Mirant Americas Energy Marketing, L.P.**

Interconnection Service Agreement
Between
PJM Interconnection, L.L.C.
and
Mirant Americas Energy Marketing, L.P.

- 1.0 This Interconnection Service Agreement, ~~dated as of November ____, 2000~~as of the date of Interconnection Customer's execution, including the Specifications attached hereto and incorporated herein, is entered into by and between PJM Interconnection, L.L.C. ("Transmission Provider") and ~~Southern Company~~Mirant Americas Energy Marketing L.P. ("Interconnection Customer").
- 2.0 Attached are Specifications for each generating unit that ~~is now interconnected~~Interconnection Customer seeks to interconnect to the Transmission Provider's system ~~and for which the Interconnection Customer seeks an increase in Capacity Interconnection Rights~~. The Interconnection Customer represents and warrants that it owns or controls the generating facilities identified in the Specifications attached hereto and made a part hereof. In the event that Interconnection Customer does not own the generating facilities, Interconnection Customer represents and warrants that it is authorized by the owners of such generating facilities to enter into this agreement and to represent such control.
- 3.0 The Interconnection Customer has requested an Interconnection Service Agreement under the PJM Open Access Transmission Tariff ("Tariff"), and the Transmission Provider has determined that the Interconnection Customer is eligible under the Tariff to obtain an Interconnection Service Agreement. ■
- 4.0 The Transmission Provider has determined that no letter of credit or other security under the Tariff is required with respect to this Interconnection Service Agreement.
- 5.0 This Interconnection Service Agreement shall be effective on ~~November ____, 2000~~the date of Interconnection Customer's execution and shall terminate on such date as mutually agreed upon by the parties, unless earlier terminated in accordance with the Tariff.
- 6.0 The Transmission Provider agrees to provide for the interconnection of the Interconnection Customer to the Transmission System in the PJM Control Area in accordance with Part IV of the Tariff, the Operating Agreement of PJM Interconnection, L.L.C. ("Operating Agreement"), and this Interconnection Service Agreement, as they may be amended from time to time.
- 7.0 The Interconnection Customer agrees to abide by all rules and procedures pertaining to ■ generation in the PJM Control Area, including but not limited to the rules and procedures concerning the dispatch of generation set forth in the Operating Agreement and the PJM Manuals.

- 8.0 No waiver by either party of one or more defaults by the other in performance of any of the provisions of this Interconnection Service Agreement shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or different character.
- 9.0 This Interconnection Service Agreement or any part thereof, may not be amended, modified, or waived other than by a writing signed by all parties hereto.
- 10.0 This Interconnection Service Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors, and assigns.
- 11.0 This Interconnection Service Agreement shall not be construed as an application for service under Part II or Part III of the Tariff.
- 12.0 Any notice or request made to or by either Party regarding this Interconnection Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider

PJM Interconnection, L.L.C.
955 Jefferson Avenue
Valley Forge Corporate Center
Norristown, PA 19403-2497

Interconnection Customer

~~Southern Company~~ Mirant Americas Energy Marketing, L.P.

Attention: Legal Department

1155 Perimeter Center West, Suite 130
Atlanta, Georgia 30338-5416

Attention: Legal Department

- 13.0 The Tariff and the Operating Agreement are incorporated herein and made a part hereof.
- 14.0 This Interconnection Service Agreement is being entered pursuant to Part IV of the Tariff.

IN WITNESS WHEREOF, the Transmission Provider and the Interconnection Customer have caused this Interconnection Service Agreement to be executed by their respective authorized officials.

Transmission Provider

By: /s/ Phillip G. Harris President & CEO 11/15/00

By: /s/Dave Anders Manager of Procurement of Contractors 4/6/2001

Name

Title

Date

Interconnection Customer

By: ~~/s/~~ /s/Gerald G. Fleming Vice President
~~and Chief~~ 11/08/003/13/2001
Name Title Commercial
~~Officer~~ Date

~~East Region~~

**SPECIFICATIONS FOR
INTERCONNECTION SERVICE AGREEMENT**

[ONE FORM PER INDIVIDUAL UNIT]

- 1.0 Description of generating unit to be interconnected with the Transmission System in the PJM Control Area:

a.	Name of generating unit:	Morgantown1 (F1)
b.	Location of generating unit site:	Morgantown Generating Station 12620 Crain Highway Newburg, MD 20664

- a. Name of generating unit: Morgantown1 (F1)
- b. Location of generating unit site: Morgantown Generating Station
12620 Crain Highway
Newburg, MD 20664
- c. Size in megawatts of generating unit: 626 MW ~~(nameplate rating)~~
- d. Description of the equipment configuration: N/A

- 2.0 Capacity Interconnection Rights: Pursuant to Section 3.0 of Schedule 6A of the Operating Agreement, Interconnection Customer shall have Capacity Interconnection Rights at the location specified in Section 1.0a in the amount of ~~582~~ 624 megawatts ~~(summer net capacity)~~.

- 3.0 The RTO shall construct the following facilities: N/A

- 4.0 Interconnection Customer shall be subject to the charges estimated below.

- | | | |
|----------------|--|----------------|
| 4.1 | Facilities Study Charge: | N/A |
| 4.2 | Attachment Facilities Charge: | N/A |
| 4.3 | Local Upgrades Charge: | N/A |
| 4.4 | Network Upgrades Charge: | N/A |
| 4.5 | Other Supporting Facilities Charge: | N/A |

4.5 Other Supporting Facilities Charge: N/A

1.0 Description of generating unit to be interconnected with the Transmission System in the PJM Control Area:

- a. Name of generating unit: Morgantown2 (F2)
- b. Location of generating unit site: Morgantown Generating Station
12620 Crain Highway
Newburg, MD 20664
- c. Size in megawatts of generating unit: 626 MW ~~(nameplate rating)~~
- d. Description of the equipment configuration: N/A

2.0 Capacity Interconnection Rights: Pursuant to Section 3.0 of Schedule 6A of the Operating Agreement, Interconnection Customer shall have Capacity Interconnection Rights at the location specified in Section 1.0a in the amount of ~~582~~ 620 megawatts ~~(summer net capacity)~~.

3.0 The RTO shall construct the following facilities: N/A

4.0 Interconnection Customer shall be subject to the charges estimated below.

- 4.1 Facilities Study Charge: N/A
- 4.2 Attachment Facilities Charge: N/A
- 4.3 Local Upgrades Charge: N/A
- 4.4 Network Upgrades Charge: N/A
- 4.5 Other Supporting Facilities Charge: N/A

Chalk Point ISA

Interconnection Service Agreement
Between
PJM Interconnection, L.L.C.
and
~~Southern Company~~ Mirant Americas Energy Marketing ~~L.P.~~ LP

Interconnection Service Agreement
Between
PJM Interconnection, L.L.C.
and
Mirant Americas Energy Marketing, LP

- 1.0 ~~1.0~~ This Interconnection Service Agreement, ~~dated as of November ____, 2000~~ as of the date of Interconnection Customer's execution, including the Specifications attached hereto and incorporated herein, is entered into by and between PJM Interconnection, ~~L.L.C.~~ L.L.C. ("Transmission Provider") and ~~Southern Company~~ Mirant Americas Energy Marketing L.P., LP ("Interconnection Customer").
- 2.0 Attached are Specifications for each generating unit ~~that is now interconnected, (F8) that Interconnection Customer seeks to interconnect~~ to the Transmission Provider's system ~~and for which the Interconnection Customer seeks an increase in Capacity Interconnection Rights~~. The Interconnection Customer represents and warrants that it owns or controls the generating facilities identified in the Specifications attached hereto and made a part hereof. In the event that Interconnection Customer does not own the generating facilities, Interconnection Customer represents and warrants that it is authorized by the owners of such generating ■ facilities to enter into this agreement and to represent such control.
- 3.0 The Interconnection Customer has requested an Interconnection Service Agreement under the PJM Open Access Transmission Tariff ("Tariff"), and the Transmission Provider has determined that the Interconnection Customer is eligible under the Tariff to obtain an Interconnection Service Agreement.
- 4.0 The Transmission Provider has determined that no letter of credit or other security under the Tariff is required with respect to this Interconnection Service Agreement.
- 5.0 This Interconnection Service Agreement shall be effective on ~~November ____, 2000~~ the date of Transmission Provider's execution and shall terminate on such date as mutually agreed upon by the parties, unless earlier terminated in accordance with the Tariff.
- 6.0 The Transmission Provider agrees to provide for the interconnection of the Interconnection Customer to the Transmission System in the PJM Control Area in accordance with Part IV of the Tariff, the Operating Agreement of PJM Interconnection, L.L.C. ("Operating Agreement"), and this Interconnection Service Agreement, as they may be amended from time to time.
- 7.0 The Interconnection Customer agrees to abide by all rules and procedures pertaining to ■ generation in the PJM Control Area, including but not limited to the rules and procedures concerning the dispatch of generation set forth in the Operating Agreement and the PJM Manuals.

- 8.0 No waiver by either party of one or more defaults by the other in performance of any of the provisions of this Interconnection Service Agreement shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or different character.
- 9.0 This Interconnection Service Agreement or any part thereof, may not be amended, modified, or waived other than by a writing signed by all parties hereto.
- 10.0 This Interconnection Service Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors, and assigns.
- 11.0 This Interconnection Service Agreement shall not be construed as an application for service under Part II or Part III of the Tariff.
- 12.0 Any notice or request made to or by either Party regarding this Interconnection Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider

PJM Interconnection, L.L.C.
955 Jefferson Avenue
Valley Forge Corporate Center
Norristown, PA 19403-2497

Interconnection Customer

~~Southern Company~~ Mirant Americas Energy Marketing ~~L.P.~~, LP
~~Attention: Legal Department~~
1155 Perimeter Center West, ~~Suite 130~~
Atlanta, Georgia 30338-~~5416~~
Attention: Mr. Gerald G. Fleming

- 13.0 The Tariff and the Operating Agreement are incorporated herein and made a part hereof.
- 14.0 This Interconnection Service Agreement is being entered pursuant to Part IV of the Tariff.

IN WITNESS WHEREOF, the Transmission Provider and the Interconnection Customer have caused this Interconnection Service Agreement to be executed by their respective authorized officials.

Transmission Provider

By: /s/ Phillip G. Harris President & CEO 11/15/00

By: /s/ Joseph S. Davis General Manager Services 7/31/2001
Name Title Date

Interconnection Customer

By: /s/ /s/ Gerald G. Fleming Vice President and
Chief 11/08/00 7/27/2001
Name Title Commercial Officer
Date

SPECIFICATIONS FOR
INTERIM INTERCONNECTION SERVICE AGREEMENT

[ONE FORM PER INDIVIDUAL UNIT]

1.0 Description of generating unit to be interconnected with the Transmission System in the PJM Control Area:

- a. Name of generating unit: Chalk Point CT3 (E-CT3)
[\(#F8 in PJM Generator Interconnection Request Queue\)](#)
- b. Location of generating unit site: Chalk Point Generating Station
Off Eagle Harbor Road
Aquasco, MD 20608

~~e.~~ C. Size in megawatts of generating unit: 103 MW (~~nameplate rating~~ [maximum capacity](#))

~~d.~~ d. Description of the equipment configuration: ~~N/A~~ [\(See Attachment A\)](#)

2.0 Capacity Interconnection Rights: Pursuant to Section 3.0 of Schedule 6A of the Operating Agreement, Interconnection Customer shall have Capacity Interconnection Rights at the location specified in Section 1.0a in the amount of ~~85~~ 86 megawatts (~~summer net capacity~~ [increased from 85 to 86 megawatts](#)).

3.0 The RTO shall construct the following facilities: N/A

4.0 Interconnection Customer shall be subject to the charges estimated below.

- 4.1 Facilities Study Charge: N/A
- 4.2 Attachment Facilities Charge: N/A
- 4.3 Local Upgrades Charge: N/A
- 4.4 Network Upgrades Charge: N/A
- 4.5 Other Supporting Facilities Charge: N/A

- ~~1.0~~1.0 Description of generating unit to be interconnected with the Transmission System in the PJM Control Area:

a.	Name of generating unit:	Chalk Point CT4 (E-CT4)
b.	Location of generating unit site:	Chalk Point Generating Station Off Eagle Harbor Road Aquasco, MD 20608

- | | | |
|----|--|---|
| a. | <u>Name of generating unit:</u> | <u>Chalk Point CT4 (E-CT4)</u>
<u>(#F8 in PJM Generator</u>
<u>Interconnection Request Queue)</u> |
| b. | <u>Location of generating unit site:</u> | <u>Chalk Point Generating Station</u>
<u>Off Eagle Harbor Road</u>
<u>Aquasco, MD 20608</u> |
- c. Size in megawatts of generating unit: 103 MW (~~nameplate rating~~maximum capacity)
- d. Description of the equipment configuration: ~~N/A~~(See Attachment A)
- 2.0 Capacity Interconnection Rights: Pursuant to Section 3.0 of Schedule 6A of the Operating Agreement, Interconnection Customer shall have Capacity Interconnection Rights at the location specified in Section 1.0a in the amount of ~~85~~86 megawatts (~~summer net capacity~~increased from 85 to 86 megawatts).
- 3.0 The RTO shall construct the following facilities: N/A

~~4.0 Interconnection Customer shall be subject to the charges estimated below.~~

4.0 Interconnection Customer shall be subject to the charges estimated below.

4.1	Facilities Study Charge:	N/A
4.2	Attachment Facilities Charge:	N/A
4.3	Local Upgrades Charge:	N/A
4.4	Network Upgrades Charge:	N/A
4.5	Other Supporting Facilities Charge:	N/A

~~1.0~~1.0 Description of generating unit to be interconnected with the Transmission System in the PJM Control Area:

a. ~~Name of generating unit:~~ ~~Chalk Point CT5 (E-CT5)~~

b. ~~Location of generating unit site:~~ ~~Chalk Point Generating Station~~
~~Off Eagle Harbor Road~~
~~Aquasco, MD 20608~~

a. Name of generating unit: Chalk Point CT5 (E-CT5)
(#F8 in PJM Generator
Interconnection Request Queue)

b. Location of generating unit site: Chalk Point Generating Station
Off Eagle Harbor Road
Aquasco, MD 20608

c. Size in megawatts of generating unit: 125 MW (~~nameplate rating~~maximum capacity)

d. Description of the equipment configuration: ~~N/A~~(See Attachment A)

2.0 Capacity Interconnection Rights: Pursuant to Section 3.0 of Schedule 6A of the Operating Agreement, Interconnection Customer shall have Capacity Interconnection Rights at the location specified in Section 1.0a in the amount of ~~107-~~109 megawatts (~~summer net capacity~~increased from 107 to 109 megawatts).

3.0 The RTO shall construct the following facilities: N/A

~~4.0 Interconnection Customer shall be subject to the charges estimated below.~~

4.0 Interconnection Customer shall be subject to the charges estimated below.

4.1	Facilities Study Charge:	N/A
4.2	Attachment Facilities Charge:	N/A
4.3	Local Upgrades Charge:	N/A
4.4	Network Upgrades Charge:	N/A
4.5	Other Supporting Facilities Charge:	N/A

- ~~1.0~~1.0 Description of generating unit to be interconnected with the Transmission System in the PJM Control Area:

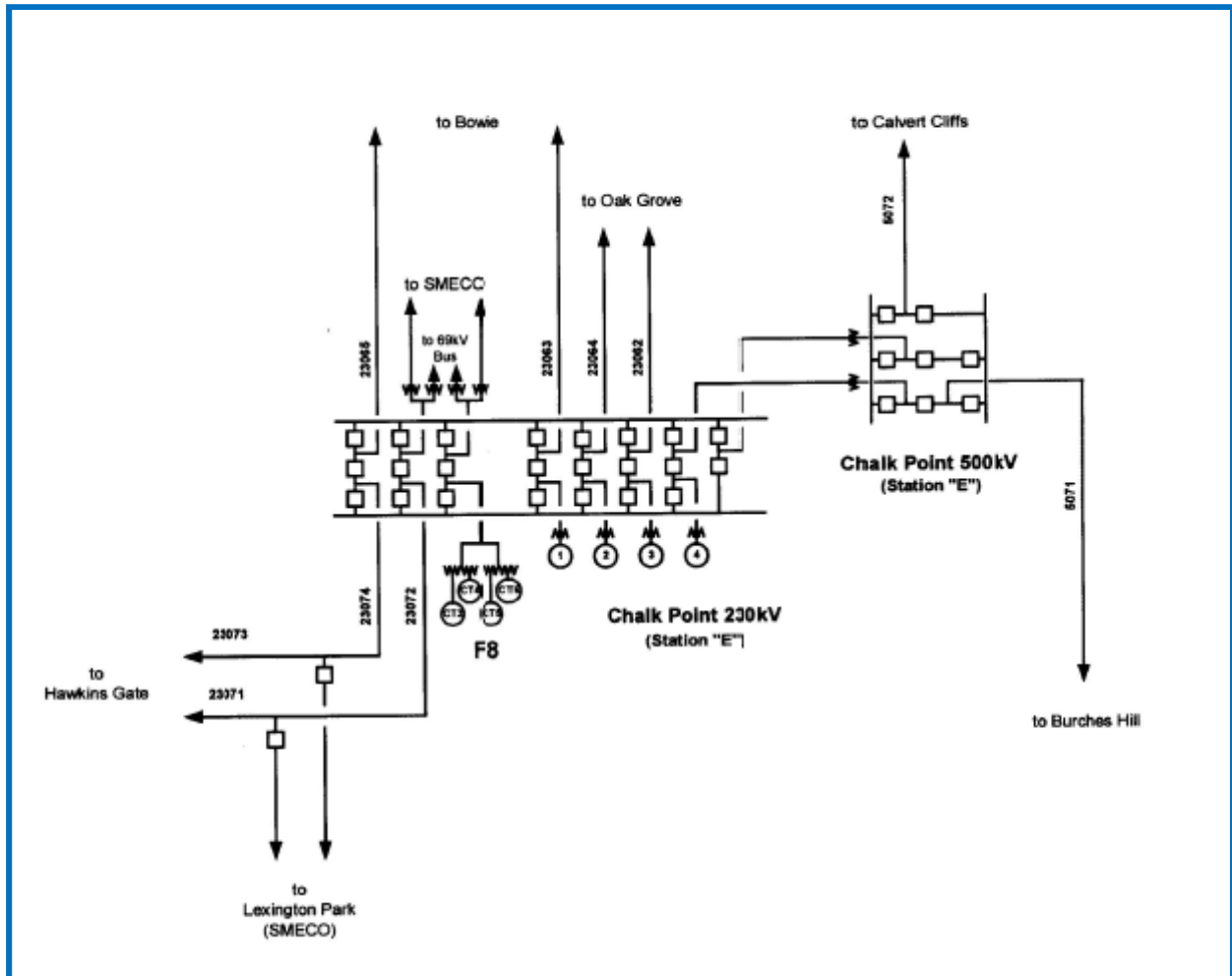
a.	Name of generating unit:	Chalk Point CT6 (E-CT6)
b.	Location of generating unit site:	Chalk Point Generating Station
		Off Eagle Harbor Road
		Aquasco, MD 20608

- | | | |
|----|--|---|
| a. | <u>Name of generating unit:</u> | <u>Chalk Point CT6 (E-CT6)</u>
<u>(#F8 in PJM Generator</u>
<u>Interconnection Request Queue)</u> |
| b. | <u>Location of generating unit site:</u> | <u>Chalk Point Generating Station</u>
<u>Off Eagle Harbor Road</u>
<u>Aquasco, MD 20608</u> |
- c. Size in megawatts of generating unit: 125 MW (~~nameplate rating~~maximum capacity)
- d. Description of the equipment configuration: ~~N/A~~(See Attachment A)
- 2.0 Capacity Interconnection Rights: Pursuant to Section 3.0 of Schedule 6A of the Operating Agreement, Interconnection Customer shall have Capacity Interconnection Rights at the location specified in Section 1.0a in the amount of ~~107~~109 megawatts (~~summer net capacity~~increased from 107 to 109 megawatts).
- 3.0 The RTO shall construct the following facilities: N/A

4.0 Interconnection Customer shall be subject to the charges estimated below

4.0	Interconnection	Facilities Study Charge:	N/A
Customer shall be			
subject to the			
charges estimated			
below.	4.1		
4.2		Attachment Facilities Charge:	N/A
4.3		Local Upgrades Charge:	N/A
4.4		Network Upgrades Charge:	N/A
4.5		Other Supporting Facilities Charge:	N/A

ATTACHMENT A



Attachment C

**Copy of sheets containing original signatures to
the Morgantown ISA and original signatures to the
Chalk Point ISA**

Morgantown ISA

- 9.0 This Interconnection Service Agreement or any part thereof, may not be amended, modified, or waived other than by a writing signed by all parties hereto.
- 10.0 This Interconnection Service Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors, and assigns.
- 11.0 This Interconnection Service Agreement shall not be construed as an application for service under Part II or Part III of the Tariff.
- 12.0 Any notice or request made to or by either Party regarding this Interconnection Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider

PJM Interconnection, L.L.C.
955 Jefferson Avenue
Valley Forge Corporate Center
Norristown, PA 19403-2497

Interconnection Customer

Mirant Americas Energy Marketing, L.P.
1155 Perimeter Center West, Suite 130
Atlanta, Georgia 30338-5416
Attention: Legal Department

- 13.0 The Tariff and the Operating Agreement are incorporated herein and made a part hereof.
- 14.0 This Interconnection Service Agreement is being entered pursuant to Part IV of the Tariff.

IN WITNESS WHEREOF, the Transmission Provider and the Interconnection Customer have caused this Interconnection Service Agreement to be executed by their respective authorized officials.

Transmission Provider

By: [Signature] Title Manager, Procurement & Contracts Date 4/6/01
Name

Interconnection Customer

By: [Signature] Title Vice President Date 3/14/01
Name

Chalk Point ISA

- 9.0 This Interconnection Service Agreement or any part thereof, may not be amended, modified, or waived other than by a writing signed by all parties hereto.
- 10.0 This Interconnection Service Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors, and assigns.
- 11.0 This Interconnection Service Agreement shall not be construed as an application for service under Part II or Part III of the Tariff.
- 12.0 Any notice or request made to or by either Party regarding this Interconnection Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider

PJM Interconnection, L.L.C.
955 Jefferson Avenue
Valley Forge Corporate Center
Norristown, PA 19403-2497

Interconnection Customer

Mirant Americas Energy Marketing, LP
1155 Perimeter Center West
Atlanta, Georgia 30338
Attention: Mr. Gerald G. Fleming

- 13.0 The Tariff and the Operating Agreement are incorporated herein and made a part hereof.
- 14.0 This Interconnection Service Agreement is being entered pursuant to Part IV of the Tariff.

IN WITNESS WHEREOF, the Transmission Provider and the Interconnection Customer have caused this Interconnection Service Agreement to be executed by their respective authorized officials.

Transmission Provider

By: Joseph S. Davis
Name

General Manager - Services
Title

7/31/01
Date

Interconnection Customer

By: _____
Name

[Signature]
GERALD G. FLEMING
VICE PRESIDENT
Title

7/27/01
Date

EM/SE
[Signature]