



# Gas Contingencies Cost Recovery

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## Paragraph (i)

- “Conditions or events” = cyber/physical threats.
- Pre-contingency only.
- Second prong:
  1. Add “after the exhaustion of reasonable remedial operational actions in accordance with Good Utility Practice”
  2. Change “Manual Load Dump Action” to “thermal or voltage violations, exceeding load dump ratings.”
- Built-in temporal limitation = “reconfirm each operating day”

## Paragraph (ii)

- Limitation based on IRO-001-4, R2:
  - R1. Each Reliability Coordinator shall act to address the reliability of its Reliability Coordinator Area via direct actions or by issuing Operating Instructions.
  - R2. Each Transmission Operator, Balancing Authority, Generator Operator, and Distribution Provider shall comply with its Reliability Coordinator's Operating Instructions unless compliance with the Operating Instructions cannot be physically implemented or unless such actions would violate safety, equipment, regulatory, or statutory requirements.

## Paragraph (iii)

- “Gas Contingency Switching Costs”
  - “but for”
  - not otherwise recoverable under the Tariff or OA due to:
    - absence of recovery mechanism.
    - cost incurrence not reasonably foreseeable.

## Paragraph (iv)

- General rule against penalty recovery intact, but door open to present case for recovery of technical or unanticipated penalties if necessary.

- Please send comments/revisions to:

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