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Electric TCS and MBR

Intra-PJM Tariffs

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204.2, OATT 204.2 Upgrade Requests:, 3.0.0 A

## **204.2 Upgrade Requests:**

### **204.2.1 Upgrade Requests pursuant to Section 7.8 of Schedule 1 of the Operating Agreement**

Upon completion of the Upgrade Feasibility Study, the Transmission Provider shall tender to the affected Upgrade Customer a System Impact Study Agreement. For an Upgrade Request to retain its assigned Queue Position pursuant to [Tariff, Part VI, Preamble](#) ~~Section~~ 201, within 30 days of receiving the tendered System Impact Study Agreement, the Upgrade Customer (i) shall execute the System Impact Study Agreement and return it to the Transmission Provider, (ii) shall remit to Transmission Provider all past due amounts of the actual Upgrade Feasibility Study costs exceeding the Upgrade Feasibility Study deposit fee contained in [Tariff, Part IV, Subpart A, Sections 36.3](#) ~~of the Tariff~~, if any, and (iii) shall pay the Transmission Provider a deposit of \$50,000. If a terminated and withdrawn Upgrade Request was to be included in a System Impact Study evaluating more than one New Service Request, then the costs of the System Impact Study shall be redetermined and reallocated among the remaining participating New Service Customers as specified in this ~~Section~~ 204.

### **204.2.2 Upgrade Requests for Merchant Network Upgrades**

After receiving an Upgrade Request for a Merchant Network Upgrade, the Transmission Provider shall acknowledge receipt of the Upgrade Request, pursuant to [Tariff, Part VI, Subpart A, Section 204.2.2.1](#). The Transmission Provider shall determine whether the Upgrade Request includes: (i) the substation or transmission line or lines where the upgrade(s) will be made; (ii) the nominal capability or increase in capability (in MW or MVA) of the proposed Merchant Network Upgrade; and (iii) the planned date the proposed Merchant Network Upgrade will be in service, such date to be no more than seven (7) years from the date the request is received by the Transmission Provider, unless the Interconnection Customer demonstrates that engineering, permitting, and construction of the Merchant Network Upgrade will take more than seven (7) years.

The Transmission Provider shall maintain on the Transmission Provider's website a list of all Upgrade Requests that identifies (A) in megawatts the potential nominal capability or increase in capability; (B) the station or transmission line or lines where the upgrade(s) will be made; (C) the proposed in-service date; (D) the status of the Upgrade Request, including its Queue Position; (E) the availability of any studies related to the Upgrade Request; (F) the date of the Upgrade Request; and (G) for each Upgrade Request that has not resulted in a completed upgrade, an explanation of why it was not completed. This list will not disclose the identity of the Interconnection Customer, except as otherwise provided in [Tariff, Part VI](#) ~~of the Tariff~~. The list and the priority of Upgrade Requests shall be included on the website as part of the New

Services Queue.

#### **204.2.2.1 Acknowledgement of Upgrade Request for Merchant Network Upgrades**

The Transmission Provider shall acknowledge receipt (electronically when available to all parties, otherwise written) of the Upgrade Request within five (5) Business Days after receipt of the ~~request and shall attach a copy of the received~~ Upgrade Request ~~to the acknowledgement~~.

#### **204.2.2.2 Deficiencies in Upgrade Request for Merchant Network Upgrades**

An Upgrade Request will not be considered a valid request if Interconnection Customer has failed to pay any outstanding invoices related to prior Queue Requests submitted pursuant to [Tariff, Part IV](#) or [Tariff, Part VI](#) by the Interconnection Customer and until all information required under Attachment EE is able to be studied by the Transmission Provider. If an Upgrade Request fails to meet the requirements, except as provided below regarding the deposit, or is in arrears as described above, the Transmission Provider shall [use Reasonable Efforts consistent with the volume of the New Services Queue to](#) ~~so~~ notify the Interconnection Customer (electronically when available to all parties, otherwise written) within [fifteen](#) Business Days of receipt of the initial Upgrade Request. [If Transmission Provider is unable to provide a deficiency review within fifteen Business Days from receipt of the initial Upgrade Request, Transmission Provider shall use Reasonable Efforts to complete and issue the deficiency review to the Interconnection Customer as soon thereafter as practicable, but, in no event shall the Transmission Provider's response herein serve as a basis to delaying Transmission Provider's compliance with the Interconnection Feasibility Study provisions of the Tariff, Part IV, Subpart A, section 36.2, or the Upgrade Feasibility Study provisions of the Tariff, Part IV, Subpart A, section 36.3.](#) Such notice shall explain that the Upgrade Request does not constitute a valid request and the reasons for such failure to meet the applicable requirements. Interconnection Customer shall provide the additional information that the Transmission Provider's notice identifies as needed to constitute a valid request and shall make any payments on any outstanding invoices within ten (10) Business Days after receipt of such notice. Upon timely correction of the deficiency, the Upgrade Request shall be assigned a Queue Position under [Tariff, Part VI, Preamble, S](#)section 201 as of the date that the Transmission Provider first received the request. In the event the Interconnection Customer fails to provide the further information and make payments on any outstanding invoices required by the Transmission Provider's deficiency notice under this ~~S~~section 204.2.2.2, its Upgrade Request shall be deemed to be terminated and withdrawn. Notwithstanding the above, the Interconnection Customer must submit its deposit at the time it submits its Upgrade Request. Failure to do so will result in rejection of the Upgrade Request.

[The Interconnection Customer must submit a complete and fully executed Upgrade Request \(Tariff, Attachment EE\) to the Transmission Provider by March 10 for the New Services Queue ending March 31, and by September 10 for the New Services Queue ending September 30. No Upgrade Requests shall be accepted for the relevant New Services Queue after such dates.](#)

#### **204.2.2.3 Scoping Meeting**

Transmission Provider shall provide each Interconnection Customer proposing Merchant Network Upgrades with an opportunity for a scoping meeting among the Transmission Provider, the prospective Interconnected Transmission Owner(s) and the Interconnection Customer. The purpose of the scoping meeting will be to confirm all parties' understanding of the proposed Upgrade Request and confirm the expectation for project completion or, if for acceleration of a Regional Transmission Expansion Plan Network Upgrade, the feasibility of the acceleration. After receipt of a valid Upgrade Request proposing Merchant Network Upgrades, the Transmission Provider shall offer to arrange for the scoping meeting, and shall provide a minimum of three (3) suggested meeting dates and times for the scoping meeting. The scoping meeting shall be held, or waived by mutual agreement of the parties within forty-five (45) days after receipt of a valid Upgrade Request, if the Upgrade Request is received in the first four calendar months of the current New Services Queue; or within thirty (30) days if the Upgrade Request is received within the fifth calendar month of the current New Services Queue; or within twenty (20) days if the Upgrade Request is received in the sixth calendar month of the date of the beginning of the current New Services Queue. The Interconnection Customer may choose to divide the scoping meeting into two sessions, one between the Transmission Provider and Interconnection Customer and one among the Transmission Provider, the Interconnection Customer and the prospective Interconnected Transmission Owner. Such meetings may be held consecutively on the same day. Scoping meetings may be held in person, by telephone or video conference. In the event the Interconnection Customer fails to waive or complete the scoping meeting requirement, its Upgrade Request shall be deemed terminated or withdrawn. Interconnection Customer may reduce its Upgrade Request within ten (10) Business Days after the scoping meeting. Any reduction made within this ten (10) Business Day period shall not be a Material Modification; however, the reduction may not result in the project's MW capability being equal to or less than zero.

#### **204.2.2.4 Coordination with Affected Systems**

[Tariff, Part IV, Subpart A, S](#)ection 36.1.6 shall apply to Upgrade Requests for Merchant Network Upgrades.

#### **204.2.2.5 Base Case Data**

[Tariff, Part IV, Subpart A, S](#)ection 36.1.7 shall apply to Upgrade Requests for Merchant Network Upgrades.

#### **204.2.2.6 System Impact Study Agreement**

Upon the Transmission Provider assigning the Upgrade Request a Queue Position per [Tariff, Part VI, Subpart A, S](#)ection 204.2.2, for Upgrade Requests proposing Merchant Network Upgrades, and, if required, completing a scoping meeting per [Tariff, Part VI, Subpart A, S](#)ection 204.2.2.3, Transmission Provider shall tender a System Impact Study Agreement. For an Upgrade Request associated with a Merchant Network Upgrade request to retain its Queue Position, the Interconnection Customer (i) shall execute the System Impact Study Agreement and return it to the Transmission Provider within thirty (30) days, and (ii) the \$50,000 deposit provided with [Tariff, Attachment EE](#) will be applied to the Interconnection Customer's study cost

responsibility. If the Interconnection Customer elects not to execute the System Impact Study Agreement, its Upgrade Request shall be deemed terminated and withdrawn. Any remaining [Tariff](#), Attachment EE deposit will be refunded.

**204.2.2.7 Modifications of Upgrade Requests for Merchant Network Upgrades After the System Impact Study Agreement, but Prior to Executing an Upgrade Construction Service Agreement**

After the System Impact Study Agreement is executed and prior to execution of the Upgrade Construction Service Agreement, an Interconnection Customer proposing Merchant Network Upgrades may modify its project to reduce the size of the project as provided in [Tariff, Part IV, Subpart A, S](#)ection 36.2A.2.