

Response to Comments – Site Control

BPA Transmission Business Practice

Version 1

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Version 1

This document contains comments and BPA responses regarding Version 1 of the Site Control Business Practice posted for comment from March 25, 2024, to April 30, 2024.

For more information on business practices out for comment, visit the BPA [Proposed Business Practices webpage](#).

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A. Northwest & Intermountain Power Producers Coalition (NIPPC)

Comments from the Northwest & Intermountain Power Producers Coalition on BPA’s Draft Business Practices implementing interconnection queue reform

The Northwest & Intermountain Power Producers Coalition (“NIPPC”) submits the following comments on BPA Staff’s Preliminary Proposal on BPA’s Transmission Planning Workshop. The Northwest & Intermountain Power Producers Coalition is a membership-based advocacy group representing competitive electricity market participants in the Pacific Northwest and Intermountain region. NIPPC has a diverse membership including independent power producers and developers, electricity service suppliers, transmission companies, marketers, storage providers, and others. Many of NIPPC’s members are currently seeking to interconnect generation projects to BPA’s transmission grid.

General Support for Draft Business Practices Necessary to Implement TC-25 Settlement

NIPPC was an active participant in the workshops and discussions that ultimately led to the settlement of TC-25. The settlement agreement of TC-25 balanced the competing interests of a diverse set of stakeholders. Accordingly, the Business Practices drafted to implement the TC-25 settlement agreement must be consistent with the settlement agreement. NIPPC congratulates BPA staff on successfully drafting a set of proposed

Business Practices that accomplishes this goal. NIPPC encourages BPA staff to reject any proposed changes to the draft Business Practices that are inconsistent with the terms of the TC-25 settlement agreement.

Site Control Business Practice

Section A.1.a. Alternative Proposal for Customers to Establish Site Control on Federal Lands

The settlement agreement addresses the site control requirement for customers seeking to enter the generation interconnection queue. The settlement agreement states (in relevant part):

Interconnection Customers shall submit evidence of exclusive Site Control to Bonneville for public/non-public lands.

During the discussions last summer, NIPPC and other stakeholders proposed language that would have provided greater detail in describing the specific evidence that would satisfy this requirement with regard to generation projects on Federal land. At that time, BPA declined to consider these proposals. Instead, Staff indicated a clear preference to develop the details of site control in the context of a business practice. NIPPC would like to take this opportunity to provide more context to BPA staff related to the development of generation projects on federal land and encourage BPA to adopt NIPPC's alternative proposal for customers seeking to establish site control on federal land. As more fully explained below, NIPPC urges BPA to add "cost recovery agreement with a federal agency" to the list of acceptable forms of evidence of site control.

The draft Site Control Business Practice provides a list of documents that generation interconnection customers may submit to establish exclusive site control. Of the options on that list, the only category that would apply to a project on federal land is a grant of Right of Way or Lease. As explained below, a Right of Way grant or Lease on federal land represents a significantly greater investment in time and resources than the options available to developers of generation sited on private land.

NIPPC supports BPA staff's proposal for customers to establish exclusive control of the site where their generation project is located. The proposal to require a full Right of Way grant or Lease for federal lands, however, goes much further than necessary. In fact, Staff's proposal to require proof of a Right of Way for projects on federal land inserts into the settlement agreement, unnecessarily, a more stringent requirement for projects on federal land compared to the requirements for projects on private land. BPA staff is familiar with the NEPA requirements for federal agencies. Any generation project on federal land must undergo NEPA review with a Record of Decision approving the project before the responsible federal agency will grant a Right of Way or Lease. As explained below, NIPPC proposes that an executed cost recovery agreement with a federal agency for a generation project on federal land should be sufficient evidence to demonstrate exclusive site control for purposes of entering BPA's interconnection queue.

Under BPA's proposed Business Practice, in order to enter the interconnection queue, a customer must complete the following steps. First, the customer must submit a Standard Form 299 (SF-299) Application for a generation development on federal land. Either in conjunction with, or subsequent to, the SF-299 application, a developer must submit a

Plan of Development (“POD”), which requires the same level of effort as a permitting application – a much higher bar than negotiating private lease terms. Once the agency receives the completed SF-299 and POD, the agency then begins preliminary review to ensure that the application is complete and complies with all regulatory requirements and develops a cost recovery agreement with the applicant. The cost recovery agreement provides for the applicant to reimburse the agency for the costs of the necessary NEPA review. Once environmental studies on the customer’s site are complete, the Federal land agency begins its Record of Decision process which, as BPA knows, requires development of a draft NEPA report for public comment and then a final Record of Decision. Once the Record of Decision is final, the agency and the developer execute a Right of Way agreement or Lease consistent with the final Record of Decision.

But the developer of a project on federal land obtains exclusive site control well before the Record of Decision. For example, the Bureau of Land Management (“BLM”) land, Title 43, Ch. II, Section 2804.23(c) of the Code of Federal Regulations states “The BLM will not competitively offer lands for which the BLM has accepted an application and received a plan of development and cost recovery agreement.” Thus, when combined with an accepted application, proof of a cost recovery agreement with a federal agency would meet BPA’s intended goal of establishing that an Interconnection Customer has exclusive site control. While a cost recovery agreement is not a final Record of Decision that approves the proposed project, final permitting approval was not a requirement contained in the settlement agreement. Accordingly, NIPPC urges BPA to add “cost recovery agreement with a federal agency” to the list of acceptable forms of evidence of site control.

The practical effect of BPA’s proposal would be to require developers of projects on federal land to provide not only proof of exclusive site control, but also to require them to complete the federal permitting process to meet the documentation requirements. The timeline to complete NEPA evaluation of a generation project on federal land is between 2 and 3 years. BPA is proposing to require developers to complete that process before the customer can enter the transmission queue and gain any insight into their potential interconnection costs. Because the TC-25 interconnection queue process itself takes 2-3 years, BPA’s proposal would establish a timeline of at least 4-6 years for a developer to obtain an interconnection agreement for a project on federal land, which assumes that the Right of Way agreement is in hand when a cluster window opens. If a developer misses a cluster study window, then the timeline is likely to be closer to 6-8 years.

Compare this timeline to a project on private land. For a project on private land, the developer must provide documentation of exclusive site control (which could take a variety of forms including a lease, deed, or option). Significantly, none of these forms of site control require the customer to have completed the state or county permitting process. For a project on private land, the project developer can provide proof of site control while at the same time pursuing its permitting process concurrently with the interconnection cluster study process. As a result, a project on private land can undergo permitting and interconnection at the same time and complete both in 2-3 years.

The TC-25 settlement agreement incorporated the concept of exclusive site control. NIPPC’s position is that the settlement agreement never contemplated that interconnection customers would be required to complete the applicable permitting process (whether county, state, or federal) in order to enter the interconnection queue. BPA’s proposal effectively requires developers to complete the federal permitting process to qualify for the interconnection queue while not extending that same requirement to

developers on private land.

NIPPC’s members have indicated that if BPA adopts the proposal to require a Right of Way demonstration to meet the site control requirement, then generation development on federal land in BPA’s footprint will become untenable. Developers are willing to pursue projects on federal land, despite the timeline and costs of NEPA. But to do so, they need earlier insight into the potential interconnection costs and schedules associated with their project and a pathway to an Interconnection Agreement on a reasonable timeline that allows construction to start within the requirements of the federal ROD on the project’s site. A project timeline that requires developers to complete a NEPA process for the use of federal land as a prerequisite to entering the interconnection queue is simply too lengthy and risky.

NIPPC’s proposed alternative would allow developers to demonstrate site control by providing BPA with an executed cost recovery agreement (or similar agreement) that holds the developer responsible for the federal agency’s NEPA costs.

BPA Response 1

Bonneville thanks NIPPC for its comment. In response to NIPPC’s statement that the Site Control Business Practice requires an Interconnection Customer to obtain a Right of Way or a lease agreement for projects sited on federal land, Bonneville clarifies that Section A.1.a of the Site Control Business Practice provides a non-exhaustive list of documents that may evidence Site Control. As outlined in Section A.1 of the Site Control Business Practice, an Interconnection Customer must submit documentation evidencing Site Control consistent with the definition of Site Control set forth in Section 1 of the LGIP.

To help clarify that documents other than those explicitly listed may meet this standard, Bonneville added the following subsection to Section A.1.a of the Site Control Business Practice:

“vii. Other documentation consistent with the definition of Site Control set forth in Section 1 of the LGIP.”

Bonneville chose not to adopt NIPPC’s suggestion to add “Executed Cost Recovery Agreement” to the list of forms explicitly listed in the Site Control Business Practice. Rather than outline an exhaustive list of all the types of documents that may meet the definition of Site Control in the LGIP, which would require identifying documents specific to particular governmental entities and subject to change, Bonneville chose to provide a non-exhaustive list that identifies some of the most common formats that documents evidencing Site Control may take. Bonneville encourages Interconnection Customers to submit documents that they believe evidence Site Control as defined in Section 1 of the LGIP even if not explicitly listed in the Site Control Business Practice.

Section A.1.a.i.

BPA appears to require a customer who uses a Lease Agreement to obtain site control to provide BPA with a copy of the entire Lease Agreement. The Lease Agreement is a proprietary document that contains sensitive business information. Many NIPPC members have expressed concern that their competitors may obtain copies of the materials provided to BPA. NIPPC suggests that a copy of the entire Lease Agreement is not

necessary to establish exclusive site control. Customers should be able to demonstrate site control by providing BPA with an executed/notarized memo of the lease as BPA has accepted in the past. Alternatively, BPA should allow customers to redact the financial and other commercially sensitive terms from the Lease Agreement.

BPA Response 2

As outlined in Response 1, Bonneville will accept any documentation that evidences Site Control consistent with the definition set forth in Section 1 of the LGIP.

To clarify this point, Bonneville updated the Site Control Business Practice to add Section A.1.a.viii as follows:

“viii. Other documentation consistent with the definition of Site Control set forth in Section 1 of the LGIP.”

Bonneville will accept executed and notarized memos in lieu of a full Lease Agreement when a memo provides all the information needed for Bonneville to verify that the requirements outlined in the definition of Site Control and Section A of the Site Control Business Practice.

Similarly, a customer may redact sensitive information or provide excerpts of a document if the information needed to verify the requirements outlined in the definition of Site Control and Section A of the Site Control Business Practice is easily identifiable. If an Interconnection Customer provides a redacted or excerpted document, the Interconnection Customer must ensure that missing pages or redacted information do not contain information that would otherwise prevent the document from evidencing Site Control.

To clarify this point, Bonneville updated Section A.1.a of the Site Control Business Practice Version 1 by adding language to account for redaction as follows:

“a. Documents submitted to evidence Site Control may be provided in whole, excerpted, or with redactions. By providing a redacted or excerpted document, an Interconnection Customer represents that the excluded sections of the document do not prevent the document from evidencing Site Control. Documents submitted to evidence Site Control may take the form of one of the following:”

Section A.3.

BPA proposes that customers who rely on an option to demonstrate proof of site control must show evidence that the option continues through the latest Commercial Operation Date. Many developers, however, convert an option to another form of site control before beginning construction.

Separately, BPA’s proposed language refers to the “project’s latest COD.” In this context “latest” is ambiguous. Projects typically state a commercial operation date in their interconnection request. BPA may respond with a proposed earliest commercial operation date. In the context of the draft business practice, this language could refer to an updated commercial operation date that changes from the information the customer initially provided. NIPPC suggests that the term of site control should extend through the commercial operation date in the study agreements as revised over time. NIPPC urges BPA to revise the proposed language to eliminate this ambiguity.

NIPPC suggests that this section be revised to read as follows:

When using an option to lease or purchase as documentation evidencing Site Control the term must extend through the ~~latest~~ **current** Commercial Operation Date (COD) or the Interconnection Customer must have the right to extend the term of ~~the option~~ **a form of site control** through the project's ~~latest~~ **current** COD.

Thank you for the opportunity to comment.

BPA Response 3

Bonneville appreciates NIPPC's suggestion for the clarification. Bonneville declines to adopt NIPPC's suggestion to revise the Site Control Business Practice to only require that an Interconnection Customer maintain an exclusive land right through Commercial Operation Date because the definition of Site Control in the LGIP requires that an Interconnection Customer's exclusive land right extend over the term of expected operation of the Generating Facility. When an Interconnection Customer uses an option contract to demonstrate Site Control, the right received when the Interconnection Customer exercises the option must extend over the term of expected operation of the Generating Facility.

After reflecting on NIPPC's comment that Section A.3 of the Site Control Business Practice is ambiguous, Bonneville made the following update to Section A.3 of the Site Control Business Practice:

~~"3. When using an option to lease or purchase as documentation evidencing Site Control, the term must extend through the latest Commercial Operation Date (COD) or Interconnection Customer must have the right to extend the term of the option through the project's latest COD. the rights secured if the option is exercised must extend over the term of expected operation of the Generating Facility."~~

Further, to prevent any confusion around how Commercial Operation Date relates to Site Control, Bonneville removed Section C.2 of the Site Control Business Practice:

~~"2.If estimated COD changes, Site Control must be valid through the updated COD."~~

Bonneville believes these changes provide better direction to Interconnection Customers using options and address NIPPC's concern that the Site Control Business Practice would interfere with an Interconnection Customer's ability to convert an option to another form of Site Control before beginning construction of a project.

Please also see BPA Response 5 and BPA Response 14.

B. Savion

Re: Comments of Savion on the Proposed Site Control and Proposed Commercial Readiness Business Practices

Savion, LLC ("Savion") appreciates the opportunity to provide these comments to the Bonneville Power Administration ("Bonneville") regarding the proposed Business Practices ("BPs") posted on March 25, 2024 and discussed informally on April 2, 2024. Savion wants to

acknowledge the considerable staff time set aside to develop, discuss the suite of BPs needed to implement the TC-25 settlement agreement, which is evident in the quality of the proposed BPs, but believes additional details regarding the new Site Control and Commercial Readiness requirements are needed before the impending June 30, 2024 effective date.

1. Bonneville Should Clarify Some of the Language Used in the Site Control BP Well in Advance of the June 30, 2024 Effective Date to Permit Customers Sufficient Time to Gather the Documents Needed to Demonstrate Site Control

Savion worries that some of the provisions in the proposed Site Control BP will leave interconnection customers guessing and assuming instead of being certain about the agency's new requirements. To that end, Savion highlights the following areas where additional clarity could be provided:

- 1) The proposed Site Control BP uses the terms demonstration and redemonstration without defining or otherwise explaining the significance of this distinction. Bonneville should consider revising the BP to remove the undefined term "re-demonstration" and replace it with the word "demonstration" to avoid any confusion about its potential significance.

BPA Response 4

Bonneville clarifies that the use of the terms demonstration and re-demonstration in the Site Control Business Practice align with the use of those terms in the BPA OATT (Attachment L, Sections 3.4.1, 6.6.3, and 7.5.3). Re-demonstration refers to any demonstration provided to Bonneville after the initial demonstration.

Bonneville has updated Version 1 of the Site Control Business Practice by replacing the language in Section C to improve clarity:

~~"1. BPA will review evidence of Site Control at initial application, and at the re-demonstrations during any Customer Review Period following any Phase One Cluster Study and Phase Two Cluster Study.~~

~~a. BPA will review any change to documentation evidencing Site Control as shared by Interconnection Customer."~~

~~2. If estimated COD changes, Site Control must be valid through the updated COD.~~

~~3. Timing of re-demonstration of Site Control will not affect Queue Position."~~

"1. BPA will determine if an Interconnection Customer has demonstrated Site Control by reviewing the documentation evidencing Site Control as outlined in Section A and the evidentiary documents outlined in Section B.3 of this business practice at initial application, as outlined in Section 3.4.1 of the LGIP.

2. BPA will determine if an Interconnection Customer has re-demonstrated Site Control by reviewing the documentation evidencing Site Control as outlined in Section A and the evidentiary documents outlined in Section B.3 of this business practice during any Customer Review Period following any Phase One Cluster Study or Phase Two Cluster Study, as outlined in Section 6.6.3 and 7.5.3 of the LGIP.

3. BPA will review any material change to documentation evidencing Site Control as outlined in Section A and the evidentiary documents outlined in Section B.3 of this business practice as shared by Interconnection Customer under Section B.1.b of this business practice.

Bonneville also updated language in Section C of Version 1 of the Commercial Readiness Business Practice to address this comment. See Bonneville's Response to Comments document for Version 1 of the Commercial Readiness Business Practice, BPA Response 3.

See also BPA Responses 3, 6, and 15.

- 2) Section A of the proposed Site Control BP states that the term of an option to lease or purchase must extend through the latest Commercial Operation Date ("COD") or that the customer must have the right to extend the term of the option through the latest COD. Bonneville should consider revising the BP to clarify customers must maintain exclusive rights through COD regardless of the form of document or the defined term of such agreement.

BPA Response 5

Bonneville declines to consider revising the Site Control Business Practice to only require Interconnection Customers to maintain an exclusive land right through Commercial Operation Date. The definition of Site Control in the LGIP requires that an Interconnection Customer's exclusive land right extend over the term of expected operation of the Generating Facility, which by definition requires that an Interconnection Customer must maintain the exclusive land right through the Commercial Operation Date. When an Interconnection Customer uses an option contract to demonstrate Site Control, the right received when the Interconnection Customer exercises the option must extend over the term of expected operation of the Generating Facility.

In response to Savion's suggestion that Bonneville revise Section A.3 of the Site Control Business Practice for clarity, Bonneville made the following change to Section A.3 of the Site Control Business Practice:

- ~~"3. When using an option to lease or purchase as documentation evidencing Site Control, the term must extend through the latest Commercial Operation Date (COD) or Interconnection Customer must have the right to extend the term of the option through the project's latest COD. the rights secured if the option is exercised must extend over the term of expected operation of the Generating Facility."~~

Further, to prevent any confusion around how Commercial Operation Date relates to Site Control, Bonneville removed Section C.2 of the Site Control Business Practice:

- ~~"2. If estimated COD changes, Site Control must be valid through the updated COD."~~

See also BPA Response 3 and BPA Response 14.

- 3) Section C of the proposed Site Control BP confirms that the timing of a re-demonstration will not affect queue position, which suggests there are

circumstances where the timing of a site control demonstration would affect queue position. Bonneville should revise the BP to clarify when and how site control might affect queue position.

BPA Response 6

In response to Savion’s comment that Bonneville should clarify when providing the documents required under the Site Control Business Practice may affect a project’s Queue Position, Bonneville clarifies that the initial Site Control demonstration submitted with the Interconnection Request affects Queue Position under the LGIP. As identified in the BPA OATT (Attachment L, Section 4.1.1), Queue Position is assigned based upon the date and time of receipt of all items required for an Interconnection Customer’s Interconnection Request to be valid.

To prevent any confusion around how the timing of submissions affects Site Control, Bonneville removed Section C.3 of the Site Control Business Practice:

~~“3. Timing of re-demonstration of Site Control will not affect Queue Position.”~~

See also BPA Response 16.

- 4) Section G of the proposed Site Control BP requires customers to notify Bonneville if there is “any change” in the previously provided demonstration of site control. Bonneville should revise the BP to require notice only when there is a material change in terms that could impact the customer’s ability to demonstrate site control.
- 5) Section G of the Site Control BP also refers to a “material change” in site control without defining what might constitute a material change or what might happen if/when a material change in site control occurs— other than to confirm that customers must continue to demonstrate site control if a material change occurs. Bonneville should consider revising the BP to simply confirm that interconnection customers must maintain site control throughout the interconnection process.

BPA Response 7

Bonneville has updated Section G.1 of Version 1 of the Site Control Business Practice as follows:

“1. Interconnection Customer is required to inform BPA via email to GI_ClusterStudies@bpa.gov of any material change in the previously provided documentation ~~demonstration~~ of Site Control if associated with the definition of Site Control in Section 1 of the LGIP and the requirements in this business practice.”

Bonneville has also updated Section B.1.b of Version 1 of the Site Control Business Practice as follows:

“b. If there is any material change in the previously provided ~~demonstration~~ documentation of Site Control, Interconnection Customer must notify BPA.”

Bonneville has not defined what a material change is, but clarifies that an Interconnection Customer must only notify Bonneville of a material change associated with the documentation

of Site Control Provided that relates to the definition of Site Control or the requirements in the Site Control Business Practice.

Bonneville declines to revise the Site Control Business Practice to state that Interconnection Customers must maintain Site Control throughout the interconnection process because the definition of Site Control and various sections in the LGIP provide that Site Control must be maintained through the large generator interconnection process. The Site Control Business Practice intends to clarify implementation of the LGIP but not recreate or supersede the LGIP. Further, Bonneville chose not to use the Site Control Business Practice to explain what happens to an Interconnection Request found to have a material change in Site Control because this is addressed in the LGIP. Upon being informed of a material change in an Interconnection Customer's documentation of Site Control, Bonneville will determine if the Interconnection Customer no longer satisfies the requirements of the LGIP due to the material change, per Section 3.4.1 of the LGIP. If an Interconnection Request is found to not satisfy the Site Control requirements of the LGIP, the Interconnection Request is deemed withdrawn.

See also BPA Response 16.

Given the volume of documents the agency can expect to begin receiving on June 30, 2024, Savion urges Bonneville to err on the side of over-explaining to avoid unexpected issues and inefficiencies processing the transition cluster. To that end, the agency might also consider putting together an informal Q&A or conference call with customers before the voluminous site control submissions begin on June 30, 2024.

BPA Response 8

Bonneville has a Generator Interconnection Queue Reform Process Update workshop scheduled on June 14, 2024. Meeting information is available on the [BPA Event Calendar](#).

2. Although Timing is Less Critical, Bonneville Should Also Consider Clarifying Some of the Language Used in the Commercial Readiness BP

Similar to the concerns addressed above regarding the proposed Site Control BP, Savion highlights the following areas where additional clarity could be provided in the proposed Commercial Readiness BP:

- 1) Pursuant to section B.3.c of the proposed Commercial Readiness BP, an "Interconnection Customer cannot use one Letter of Credit for multiple Interconnection Requests." Bonneville should confirm whether this is always the case or whether there are circumstances where two or more interconnection requests under the same project LLC or parent company could use one Letter of Credit that is sufficient to cover the full amount needed for each Interconnection Request.

BPA Response 9

Please see Bonneville's Response to Comments document for Version 1 of the Commercial Readiness Business Practice.

- 2) In Section A.2.e.iii of the proposed Commercial Readiness BP, customers are required to identify whether their site-specific purchase order pertains to “either a generator, battery, inverter or power transformer” equipment. Bonneville should consider defining or otherwise clarifying these terms to clarify whether, for example, “generator” includes photovoltaic modules.

BPA Response 10

Please see Bonneville’s Response to Comments document for Version 1 of the Commercial Readiness Business Practice.

3. Bonneville Should Also Consider Whether a Financial Deposit in Lieu of Site Control When Regulatory Limitations Preclude an Interconnection Customer from Obtaining Site Control is Appropriate for Inclusion in Either the Proposed Site Control BP or Among the Issues Being Addressed in the TC-26 Proceeding

Savion cautions Bonneville from making any substantive changes that were not included in the TC-25 settlement agreement, but the unresolved issues surrounding public lands warrant additional consideration. Section A of the proposed Site Control BP clarifies that a request to a public land entity would not establish site control, which Savion generally agrees with, but the proposed BP does not address how site control may be established on public land or otherwise address the unique challenges in obtaining exclusive site control on federal land, which was discussed during TC-25. As the Federal Energy Regulatory Commission (“FERC”) noted in Order No. 2023, obtaining site control for land controlled by the Bureau of Land Management (“BLM”) can take between 18 months and five years.¹ To that end, FERC adopted a limited option for interconnection customers to submit a deposit in lieu of site control in situations where a regulatory limitation prohibits the customer from obtaining site control. Savion recommends Bonneville consider whether a similar provision could be included in the Site Control BP, and if not, whether it should be included in the list of TC-26 topics.

¹ *Improvements to Generator Interconnection Proc. & Agreements*, Order No. 2023, 184 FERC ¶ 61,054 at P 559 (2023); see also FERC Order No. 2023-A, 186 FERC ¶ 61,199 at P 141 (2024).

BPA Response 11

In the TC-25 Settlement Agreement, the parties agreed that Bonneville would develop a Site Control Business Practice to implement the LGIP and Attachment R that were agreed to in the TC-25 Settlement Agreement and adopted in the TC-25 Proceeding. In developing the Site Control Business Practice, Bonneville focused on fulfilling this obligation.

During the stakeholder workshops and discussions leading to the TC-25 Settlement Agreement, a deposit in lieu of Site Control option was considered but was not adopted. Bonneville will not adopt such a provision in the Business Practice because doing so could be contrary to the terms agreed to by the parties that entered the TC-25 Settlement Agreement. Bonneville can consider whether a specific Site Control option is needed or appropriate for projects sited on public lands in the future.

See also BPA Response 1 and BPA Response 12.

C. Renewable Northwest

Re: Comments of Renewable Northwest on the Business Practices Proposed to Implement the TC-25 Tariff Changes

Renewable Northwest (“RNW”) submits these comments to the Bonneville Power Administration (“Bonneville”) regarding the proposed Business Practice (“BP”) changes required to implement the TC-25 tariff changes. Acknowledging the significant time, collective effort spent in the TC-25 proceeding to reform Bonneville’s Generator Interconnection (“GI”) queue from a “first-filed-first served” serial study process to a “first-ready-first-served” cluster study process,¹ RNW would like to note that the six proposed BPs² reflect substantial work done by Bonneville staff following the TC-25 settlement. RNW appreciates that the proposed BPs appear to be largely consistent with the terms of the settlement, and uncontroversial, which is a testament to staff’s thoughtful approach to the implementation. RNW suggests Bonneville strive to retain those attributes when reviewing comments and finalizing the proposed BPs and asks Bonneville to provide guidance on the topic of attaining site control on federal lands. RNW also recognizes there may be need to clarify definitions or other application details, and supports those clarifications which will improve understanding of the BPs that stay true to the TC-25 settlement.

¹ Additional details regarding the TC-25 proceeding, including the TC-25 Settlement Agreement, are available at <https://www.bpa.gov/energy-and-services/rate-and-tariff-proceedings/tc-25-tariffproceeding>.

² Additional details regarding the six proposed BPs, including: 1) Transition Process BP, Commercial Readiness BP; 2) Site Control BP; 3) Large Generator Interconnection Procedures Dispute Resolution BP (“LGIP Dispute Resolution BP”); 4) Generation Integration Services BP (“GI Services BP”); and 5) the Large Generator Interconnection BP (“Large GI BP”) are available at <https://www.bpa.gov/energy-and-services/transmission/business-practices/proposed-business-practices>.

1. The BPs Implementing the TC-25 Queue Reform Should Strictly Adhere to the TC-25 Settlement Agreement

RNW recognizes the importance of clarifying definitions or other details important to the process laid out in the BPs. At the same time, RNW worries that some parties may be tempted to seek additional queue reform changes through this BP implementation process and urges Bonneville to save any material changes for either subsequent BP revisions or the TC-26 process to allow for sufficient conversation and public process. Bonneville adopted a Business Practice Process in the TC-20 settlement that allows parties to suggest changes to the BPs.³ Central to the development of that process was consideration of the Federal Energy Regulatory Commission’s (“FERC”) rule of reason policy, which requires provisions that significantly affect rates, terms, and conditions of service to be included in a tariff whereas items better classified as implementation details be included in a business practice.⁴

Bonneville should not implement any BP changes that could be interpreted as materially different from the TC-25 settlement or inconsistent with FERC's rule of reason policy, and should defer consideration of any such changes for subsequent BP and tariff revisions as appropriate.

³ Additional details regarding the TC-20 proceeding, including the TC-20 Settlement Agreement and Bonneville's Business Practice Process (Attachment 4 to the TC-20 Settlement Agreement) are available at <https://www.bpa.gov/energy-and-services/rate-and-tariff-proceedings/tc-20-tariff-proceeding>.

⁴ See e.g., *Southwest Power Pool*, 169 FER ¶ 61,048, at P 62 (2019) ("Although SPP's resource adequacy minimum run-time requirement significantly affects rates, terms, and conditions of service, its current Tariff does not include this requirement. Therefore, we institute an FPA section 206 proceeding to direct SPP to include its rules and practices regarding minimum run-time requirements in its Tariff.").

2. Bonneville Should Strive for Parity Among Parties in the Site Control BP

RNW asks Bonneville to reconsider whether the issues surrounding federal leasing were adequately addressed in either the TC-25 Settlement Agreement or the proposed Site Control BP and take affirmative action to resolve any discrepancies between parties seeking to interconnect on public and private lands. RNW understands there are significant time delays in obtaining site control for federal lands that will effectively be prohibitive to timely interconnection for project development on federal land. This issue was discussed in TC-25, and in FERC Order No. 20235 and customers had hoped might be better addressed through the Site Control BP. RNW recognizes there is much under discussion and potential revision in the federal leasing process. Regardless, RNW sees it as necessary to conduct a review to look for potential process discriminations or asymmetries between projects requesting interconnection sited on private land versus public lands. RNW will defer to Bonneville as to whether additional flexibility can be provided in Section A of the Site Control BP now or if the issue should be reviewed afresh in either a subsequent BP revision or the TC-26 proceeding, but strongly urges Bonneville to provide some guidance on the most appropriate next steps to prevent undue discrimination or process asymmetries.

* * * *

⁵ *Improvements to Generator Interconnection Proc. & Agreements*, Order No. 2023, 184 FER 61,054 at P 559 (2023).

BPA Response 12

In response to RNW's comment about whether additional flexibility can be provided in Section A of the Site Control Business Practice to account for asymmetries in process between privately- and publicly-sited projects, Bonneville clarifies that Section A.1.a of the Site Control Business Practice provides a non-exhaustive list of documents that may evidence Site Control. As outlined in Section A.1 of the Site Control Business Practice, an Interconnection Customer must submit documentation evidencing Site Control consistent with the definition in the LGIP.

To help clarify that documents other than those explicitly listed may meet this standard, Bonneville added the following subsection to Section A.1.a of the Site Control Business Practice:

“vii. Other documentation consistent with the definition of Site Control set forth in Section 1 of the LGIP.”

Bonneville encourages Interconnection Customers to submit documents that they believe evidence Site Control as defined in Section 1 of the LGIP even if not explicitly listed in the Site Control Business Practice. Bonneville will continue to consider whether future reforms are necessary and appropriate to specifically address projects sited on public lands.

See also BPA Response 1 and BPA Response 11.

RNW appreciates Bonneville’s consideration of these comments and the recommendations contained herein. Nothing contained in these comments constitutes a waiver or relinquishment of any rights or remedies provided by applicable law or under Bonneville’s tariff or otherwise under contract.

BPA Response 13

Bonneville thanks Renewable Northwest for their engagement in the business practice process. It is Bonneville’s intent to ensure its business practices adhere to rates, terms and conditions and settlements.

D. Avangrid Renewables

Re: Comments of Avangrid Renewables, LLC on the Business Practices Proposed to Implement TC-25 Queue Reform Settlement

Avangrid Renewables, LLC (“Avangrid”) submits these comments to the Bonneville Power Administration (“Bonneville”) concerning the six proposed business practice (“BP”) changes required to implement the TC-25 tariff update.¹ Given the magnitude of the impact the new requirements set out in the proposed BPs may have on interconnection customers in only two months, Avangrid greatly appreciates the staff time Bonneville set aside to informally discuss the proposed BPs. The informal discussion on April 2nd (“April 2nd Call”) helped customers better understand Bonneville’s new standards, which is helpful, but also revealed areas where Avangrid believes Bonneville has shifted away from the agreements made in the TC-25 settlement. Acknowledging that time is of the essence, and there is insufficient time for an iterative process with customers before the requisite June 20, 2024, effective date, Avangrid strongly recommends that Bonneville reconsider the following aspects of the proposed BPs to better align with the expectation of parties that participated in the TC-25 settlement negotiations.

¹ Additional details regarding the TC-25 proceeding, whereby Bonneville reformed the agency’s generator interconnection (“GI”) queue from a “first-filed-first served” serial study process to a “first-

ready-first-served” cluster study process, including the TC-25 Settlement Agreement, are available at <https://www.bpa.gov/energy-and-services/rate-and-tariff-proceedings/tc-25-tariff-proceeding>; the proposed BPs, including: 1) Transition Process BP, Commercial Readiness BP; 2) Site Control BP; 3) Large Generator Interconnection Procedures Dispute Resolution BP (“LGIP Dispute Resolution BP”); 4) Generation Integration Services BP (“GI Services BP”); and 5) the Large Generator Interconnection BP (“Large GI BP”) are available at <https://www.bpa.gov/energy-and-services/transmission/business-practices/proposed-business-practices>.

1. The Proposed Site Control BP Should Be Revised to Remove Any Doubt About What Documentation Customers Will Be Required to Provide

Avangrid applauds the agency for establishing more robust site control requirements, which is crucial to maintaining a commercially ready queue, but would like to better understand the impact of these new requirements before they go into effect.

The proposed Site Control BP is of particular import because site control will be required to establish eligibility to enter the Transition Cluster in a matter of mere weeks when the Transition Cluster Request Window opens. Moreover, the failure to adequately demonstrate site control could result in a multi-year delay in the processing of a customer’s currently pending interconnection request. Given the severity of the potential consequences that could result from misinterpreting the proposed Site Control BP, Avangrid recommends Bonneville providing additional clarity with respect to the following two areas.

a. Bonneville Should Clarify What Exactly is Required When Demonstrating Site Control with an Option to Lease or Purchase

The proposed Site Control BP allows interconnection customers to demonstrate site control with an option to lease or purchase, but the Commercial Operation Date (“COD”) requirement should be revised to remove potential ambiguity. Pursuant to section A.3, customers relying upon the option to lease or purchase must either have an option with a term through the latest COD or “the right to extend the term of the option through the project’s latest COD.” Avangrid assumes BPA intends to allow customers to either extend or exercise their options throughout the GI process, so long as site control is consistently maintained, and therefore suggests section A.3 be revised to clarify “the term of the option, or the rights secured if the option is exercised, must extend through the latest COD” or that customers “must have the right to extend the term of the option or exercised rights through the projects latest COD.”

BPA Response 14

Bonneville thanks Avangrid for this comment. Bonneville declines to adopt Avangrid’s suggestion that Section A.3 of the Site Control Business Practice be revised to clarify that the rights secured if an option is exercised only extend through a project’s Commercial Operation Date. The definition of Site Control in the LGIP requires that an Interconnection Customer’s exclusive land right extend over the term of expected operation of the Generating Facility. In response to Avangrid’s comment that Section A.3 of the Site Control Business Practice is ambiguous and should be revised, Bonneville made the following change to Section A.3 of the Site Control Business Practice to provide clarity:

~~“3. When using an option to lease or purchase as documentation evidencing Site Control, the term must extend through the latest Commercial Operation Date (COD) or Interconnection Customer must have the right to extend the term of the option through the project’s latest COD. the rights secured if the option is exercised must extend over the term of expected operation of the Generating Facility.”~~

Further, to prevent any confusion around how Commercial Operation Date relates to Site Control, Bonneville removed Section C.2 of the Site Control Business Practice:

~~“2. If estimated COD changes, Site Control must be valid through the updated COD.”~~

See also BPA Response 3 and BPA Response 5.

b. Bonneville Should Confirm that a “Re-Demonstration” Means Nothing More Than Another Demonstration

The proposed Site Control BP requires both an initial site control demonstration and a subsequent site control “re-demonstration” but neither defines the terms nor confirms whether those terms mean the same thing. On the April 2nd Call, Bonneville staff explained the agency’s expectation that the exact same site control materials would likely be submitted again during a re-demonstration, but that the agency did not mean to signal that the site control materials must be the exact same.² Avangrid believes that clarity is warranted, given the significance of the timing of the site control demonstration and re-demonstration and the potential consequence associated with a failure to demonstrate site control.

² See also Transition Process BP at section I.2 (requiring a commercial readiness “demonstration” and a site control “re-demonstration” to proceed to a facilities study).

BPA Response 15

Bonneville clarifies that the use of the terms demonstration and re-demonstration in the Site Control Business Practice align with the use of those terms in the BPA OATT (Attachment L, Sections 3.4.1, 6.6.3, and 7.5.3).

Bonneville has updated Version 1 of the Site Control Business Practice by replacing the language in Section C to better clarify what materials an Interconnection Customer will submit at various times. Please see BPA Response 4 which describes the updated language.

Bonneville clarifies that an Interconnection Customer may submit the same materials during a “re-demonstration” of Site Control that it submitted during a “demonstration” of Site Control when those materials continue to meet the standards outlined in the tariff and the Site Control Business Practice. However, an Interconnection Customer may need to submit different items in some instances. For example, when an Interconnection Customer used an option contract during an initial demonstration of Site Control but subsequently exercised that option, the Interconnection Customer would instead provide documentation of the right acquired at a re-demonstration of Site Control, such as a Lease Agreement or Deed.

Overall Avangrid believes Bonneville has established the right site control policy, but several provisions in the proposed BP lack clarity that could make the distinction between a designation and re- designation more significant. First, the proposed Site Control BP requires customers notify Bonneville if there is “any change” in the previously provided demonstration of Site Control. This seems overly rigid given the scope of the materials provided and the substantial project development time between site control demonstrations.³ Bonneville does not need to review site control afresh every time there is a non-material change, e.g., to the financial terms or modest changes to an access road. Avangrid recommends the BP be revised to say “material change” instead of “any change” and/or to clarify what types of changes are worthy of triggering notice and additional staff review. Next, the proposed BP states that if there is a “material change” in site control, the interconnection customer must “continue to demonstrate fulfillment of the Site Control requirements.”⁴ Avangrid recommends that Bonneville provide more information about how it might determine whether a material change has occurred and/or what might happen after any such determination. Finally, the proposed BP confirms that the “[t]iming of re-demonstration of Site Control will not affect Queue Position.”⁵ This seems reasonable but suggests perhaps the timing of a material change submission and/or determination might affect queue position.

³ Site Control BP at section G.

⁴ Id.

⁵ Id. at section C.

BPA Response 16

Bonneville has updated Section G.1 of Version 1 of the Site Control Business Practice as follows:

“1. Interconnection Customer is required to inform BPA via email to GI_ClusterStudies@bpa.gov of any material change in the previously provided documentation ~~demonstration~~ of Site Control if associated with the definition of Site Control in Section 1 of the LGIP and the requirements in this business practice.”

Bonneville has also updated Section B.1.b of Version 1 of the Site Control Business Practice as follows:

“b. If there is any material change in the previously provided ~~demonstration~~ documentation of Site Control, Interconnection Customer must notify BPA.”

Bonneville has not defined what a material change is, but clarifies that an Interconnection Customer must only notify Bonneville of a material change associated with documentation of Site Control that relates to the definition of Site Control and/or the requirements in the Site Control Business Practice.

Bonneville declines to revise the Site Control Business Practice to specify what will happen after a material change in an Interconnection Customer’s demonstration of Site Control is identified because this instance is addressed in the LGIP. Upon being informed of a material change in an Interconnection Customer’s documentation of Site Control, Bonneville will

determine if the Interconnection Customer no longer satisfies the requirements of the LGIP due to the material change, per Section 3.4.1 of the LGIP. If an Interconnection Request is found to not satisfy the Site Control requirements of the LGIP, the Interconnection Request is deemed withdrawn. The Site Control Business Practice intends to clarify implementation of the LGIP but not recreate or supersede the LGIP.

See also BPA Response 7.

In response to Avangrid's comment about when providing the documents required under the Site Control Business Practice may affect a project's Queue Position, Bonneville clarifies that the initial Site Control demonstration submitted with the Interconnection Request affects Queue Position under the LGIP. As identified in the BPA OATT (Attachment L, Section 4.1.1), Queue Position is assigned based upon the date and time of receipt of all items required for an Interconnection Customer's Interconnection Request to be valid.

See also BPA Response 6.

2. The Proposed BPs Introduce the Concept of Closing the GI Queue Between Clusters, Which is Contrary to the Parties' Expectations During Settlement, Not Necessary to Implement the TC- 25 Tariff, and Not Good Policy

Bonneville proposes revisions to effectively close the GI queue between clusters, which diminishes the "tie-breaker" benefit associated with Bonneville's unique scalable-block concept. Avangrid believes an additional affirmative step that mirrors the request needed to enter the initial transition cluster would be more consistent with the expectations of the parties that negotiated the TC- 25 settlement, would provide better incentives to customers and result in better process outcomes for Bonneville staff.

The redlines in section D of the Large Generator Interconnection BP state that interconnection requests will only be accepted during an "open Cluster Request Window,"⁶ and the redlines in section B of the GI Services BP clarify that interconnection requests that are eligible to bypass the cluster study process can move forward anytime whereas requests that are not eligible to bypass the cluster study process must either be submitted during the cluster request window or will be withdrawn from the queue.⁷ On the April 2nd Call, Bonneville staff explained these revisions were intended to effectively close the GI queue between clusters to resolve a "process gap" unintentionally created by the terms of the TC-25 settlement.

⁶ Large GI BP at section D ("Consistent with Section 4.2.1 of the LGIP, BPA will only accept Large Generator Interconnection Requests during an open Cluster Request Window.").

⁷ GI Services BP at section B.2.c.vi.2 ("If the Cluster Request Window was not open when the Generator Integration Customer submitted the ineligible Bypass Generator Interconnection Request, then BPA will withdraw the request from the queue. Generator Integration Customer must re-submit a Generator Integration Request when the Cluster Request Window is open, consistent with Section 4.2.1 of the LGIP.").

Pursuant to section 2 of the Settlement Agreement, Bonneville committed to use reasonable efforts to conduct its Cluster Study Process on a three-year cadence, but with discretion to begin a new Cluster Study sooner so long as the agency provides customers no less than 180-day notice. Because Bonneville agreed to only accept Interconnection requests for a new Cluster Study process during a Cluster Request Window that includes its own timing requirements, Bonneville staff unilaterally decided that it would not assign a queue position for interconnection requests received outside a Cluster Request Window.

What ultimately resulted in a three-year cadence cycle for Bonneville's reformed cluster study process was of particular interest to customers and thoroughly debated throughout the TC-25 proceeding, yet as Bonneville staff explained on the April 2nd Call, the potential for a queue closure between clusters was never addressed. The closure will slow down an already sluggish cadence, is not required by the TC-25 tariff, and is not necessary to address the process issue identified by Bonneville staff. Instead of closing the queue, Bonneville could accept interconnection requests on a continuous, ongoing basis, assigning a tentative queue position, and then clean out the queue at the close of the request window if the customer failed to request inclusion and/or establish eligibility to participate in the cluster.

The scalable-blocks, which are unique to Bonneville's queue reform, preserves some aspects of queue priority that can provide meaningful benefits to interconnection customers during the cluster study process. By closing the queue between cluster windows, Bonneville limits the availability of this benefit and in turn exacerbates the significance of how each interconnection request is processed and verified during the request window. Bonneville should incentivize customers to submit interconnection requests early, as opposed to only during the cluster request window, to minimize and deescalate demands on staff time during the cluster request window. If customers were allowed to submit interconnection requests at any time, they would obtain a queue position that could provide meaningful benefits (up to three years later) when the next cluster window is opened.

BPA Response 17

Please see Bonneville's Response to Comments documents for Version 12 of the Large Generator Interconnection Business Practice and Version 5 of the Generation Integration Services Business Practice.

3. The Proposed BPs Introduce Two Material Changes to Commercial Readiness That Will Make the Process Proportionately More Expensive

Bonneville's unexpected clarifications about its commercial readiness requirements unnecessarily hamper the flexibility customers negotiated for during the TC-25 settlement, which will result in larger cash deposits than would otherwise be required. Avangrid highlights three areas of the proposed Commercial Readiness BP that Bonneville should consider revising to reinstate the flexibility provided for in the terms of the settlement agreement.

a. Bonneville Staff Should Review Multiple Non-Financial Commercial Readiness Criteria for Reasonableness

The settlement agreement sets out seven commercial readiness demonstration alternatives (six non-financial demonstrations plus a cash-deposit option) that can be combined to reach the full amount whereas the Commercial Readiness BP limits that combination to only one non-financial demonstration and one financial. The settlement simply

states that “Bonneville will accept any of the [seven] Commercial Readiness Demonstrations” so long as they “amount to 100% of the requested Interconnection Service Level.”⁸ However, pursuant to the Commercial Readiness BP, if a (single) non- financial demonstration is made for less than the full amount, then a financial deposit is required for the full remaining amount. This change in course is not overtly obvious from the language in the Commercial Readiness BP,⁹ but Bonneville staff walked through mathematical examples during the April 2nd Call.

⁸ TC-25 Settlement Agreement at section 2.r

⁹ Commercial Readiness BP at section A.3 (“If Interconnection Customer submits evidence of a Commercial Readiness Milestone Option that is less than the full MW of the Interconnection Request, a percentage of the Commercial Readiness Deposit must be submitted” and “[t]he required percentage of the Commercial Readiness Deposit can be identified by dividing the remaining MW by the total MW of the Interconnection Request.”).

BPA Response 18

Please see Bonneville’s Response to Comments document for Version 1 of the Commercial Readiness Business Practice.

As Bonneville explained, this new limit was put in place to prevent customers from double- counting non-financial demonstrations, e.g., submit an executed term sheet for 100 MW and a site- specific purchase order for the other 100 MW of a request for 200 MW of interconnection service. To the extent this is a worthy implementation goal, it should be obtained in another way because the proposed BP also limits what clearly would not be instances of double counting, e.g., an executed term sheet for 100 MW (with counterparty A) and active negotiations for 100 MW (with counterparty B). By limiting the commercial readiness demonstration to only one non-financial option, Bonneville is effectively ensuring a larger proportion of financial deposits is received. Reasonable minds may differ as to whether that is a laudable goal, but nevertheless it is a significant departure from the settlement that was not openly discussed or negotiated by the parties. Avangrid recommends Bonneville eliminate this requirement, revise the BP to clarify that multiple non-financial commercial readiness demonstrations are permitted, and revisit the need for a limit in the TC-26 proceeding.

BPA Response 19

Please see Bonneville’s Response to Comments document for Version 1 of the Commercial Readiness Business Practice.

b. Bonneville Staff Should Review Reasonable Evidence of Transmission Service Reservation (or Comparable Evidence) for the Generating Facility

The second area where flexibility has been hampered pertains to the ability of customers to demonstrate commercial readiness with reasonable evidence of transmission service for the interconnecting generating facility. In the settlement, Bonneville agreed to accept “reasonable evidence of transmission service reservation (or comparable evidence)” and to “evaluate individual facts and circumstances of reasonable evidence of transmission

service ... such as” a confirmed long-term firm transmission service reservation or redirect, designation of a network resources, or a “service offer that would be confirmed following a secured transmission expansion project that has been securitized”.¹⁰ The Commercial Readiness BP is much more prescriptive, replacing the “may evaluate” and “such as” language with “must include” requirements and completely removing the “or comparable evidence” proviso.¹¹

¹⁰ TC-25 Settlement Agreement at section 2.r.vi (“Documentation from the Interconnection Customer of reasonable evidence of transmission service reservation (or comparable evidence) for the Generating Facility. Bonneville in its sole discretion may evaluate individual facts and circumstances of reasonable evidence of transmission service that originates from the Point of Interconnection, such as: a confirmed Long-Term firm transmission service reservation, confirmed Long-Term conditional firm transmission service reservation with roll over rights, Designation of a Network Resource, a long term confirmed redirect, or a Long-Term firm transmission service offer that will be confirmed following a transmission expansion project that has been securitized”).

¹¹ Commercial Readiness BP at section A.f. (“Reasonable evidence of transmission service reservation for the Generating Facility ... must include: (i) Point of Receipt that matches the Interconnection Request’s POI; and (ii) AREF number for a CONFIRMED Transmission Service Reservation (TSR)” and “A Forecasted TSR (FTSR) is not reasonable evidence of transmission service.”).

There can be little doubt that established transmission service is a good indicia of a project’s commercial readiness—which is why it is often a requirement for bidding into a utility’s request for proposals (“RFP”). Avangrid acknowledges, however, that the realities of how transmission service is awarded and used on Bonneville’s transmission system is not easy to succinctly describe—which is also why transmission is often a controversial requirement in utility RFPs. Rather than get into the weeds of identifying all the situations that could conceivably constitute reasonable evidence of transmission service, Bonneville agreed to accept documentation of reasonable evidence of transmission service without limit and provide staff discretion to evaluate the individual facts and circumstances provided to determine whether it was sufficient. The proposed BP deviates significantly, and meaningfully, from that commitment. In TC-25, Avangrid negotiated in good faith for parity between customer groups when considering the different alternatives available for a non-financial demonstration and expected the BPs to adhere more closely to the settlement terms. Avangrid asks that the BP be revised to include the non-exclusive “such as” list with the ability for staff to review for reasonableness.

BPA Response 20

Please see Bonneville’s Response to Comments document for Version 1 of the Commercial Readiness Business Practice.

4. Bonneville Should Clarify How the Dispute Resolution BP Interacts with the LGIP Cure Provisions

Avangrid understands that all of the dispute resolution provisions from the tariff remain available to interconnection customers, but is less clear as to how the dispute resolution provisions proposed in the LGIP Dispute Resolution Process BP are intended to interact with those tariff provisions.

For example, if an interconnection customer wants to initiate a dispute under the proposed BP, there appears to be a tight deadline to do so¹² and an informal process with the customer’s account executive (“AE”)¹³ that could eventually evolve into a more formal dispute process under the tariff.¹⁴ Absent invoking the tariff process, however, the proposed BP process does not appear to add much value to customers worried about being left out of the cluster study process. Assuming customers can always reach out to their AEs informally, the most meaningful portion of the proposal appears to be for the agency to “endeavor” to evaluate and resolve an interconnection dispute within 30 days. More significantly, however, this BP confirms that the ultimate restoration of an erroneously withdrawn interconnection request does not guarantee it will be returned to its original cluster if Bonneville determines restoring the queue position would delay the current cluster study process.¹⁵ Given the harsh reality of such a result, Avangrid recommends that Bonneville revise the proposed BP to clarify when and how the two processes work together, or identify situations where customers may be better served to invoke the tariff process immediately.

¹² LGIP Dispute Resolution Process BP at section A (“Interconnection Customer must initiate a dispute or claim within 15 Business Days of the action leading to the initiation of the dispute.”).

¹³ Id. (“To initiate a dispute ... Interconnection Customer must send its assigned Transmission Account Executive an email”).

¹⁴ Id. at section B (acknowledging customers may seek to make use of the dispute resolution process under the tariff).

¹⁵ Id. at section C.

BPA Response 21

Please see Bonneville’s Response to Comments document for Version 1 of the Large Generator Interconnection Procedures Dispute Resolution Process Business Practice.

* * * *

Avangrid appreciates Bonneville’s consideration of these comments and the recommendations contained herein. Nothing contained in these comments constitutes a waiver or relinquishment of any rights or remedies provided by applicable law or under Bonneville’s tariff or otherwise under contract.

BPA Response 22

Bonneville appreciates Avangrid’s engagement and the comments provided herein.

E. Bonneville Power Administration – Correction

During the meeting on April 2, 2024, in which Bonneville reviewed this proposed business practice with customers, a math error was identified in Section A.4.f.i

BPA Action

Bonneville has corrected the math error in Section A.4.f.i of Version 1 of the Site Control Business Practice from “= 505 acres” to “= 405 acres”.