

August 6, 2018

Via Email (techforum@bpa.gov)

U.S. Department of Energy
Bonneville Power Administration
Transmission Services

Re: Comments of Avangrid Renewables LLC on TC-20 Generation Interconnection Meeting

Avangrid Renewables, LLC (“Avangrid”) respectfully submit the following comments in response to the TC-20 Tariff Meeting presentation of July 20, 2018¹ at the TC-20 workshop of the same date (“July 20 Workshop”) held by Bonneville Power Administration (“BPA”).

These comments address BPA’s proposed draft tariff language for Attachment L, which provides the Large Generator Interconnection Procedures (“LGIP”) and Attachment N, which provides the Small Generator Interconnection Procedures (“SGIP”). Specifically, these comments discuss BPA’s proposed draft language in: (1) Section 1. Definitions of Attachment L; (2) Section 3.3.5 Environmental Study Agreement of Attachment L; (3) Section 11.1 Tender of Attachment L; and (4) Section 1.3.1 Withdrawal of Attachment N. Avangrid appreciates the opportunity to submit comments to BPA and look forward to working with BPA on these matters.

I. BPA’s Proposed Tariff Language in Attachment L (LGIP)

A. BPA’s Change to “Site Control” Is Broad and Sets a High Bar

BPA proposes to change the definition of “Site Control” in Section 1. “Definitions” of Attachment L of its tariff. The July 20 Workshop Presentation states that the definition of “Site Control” should be amended to include the language “final, non-appealable permit, license, or other exclusive right to use the property for the purpose of generating electric power.”² This new definition is not only broad, but sets a high bar for Interconnection Customers to overcome.

In lieu of BPA’s proposed tariff language, Avangrid recommends that BPA adopt alternative language from the California Independent System Operator’s (“CAISO”) definition of “Site Exclusivity” in its Large Generator Interconnection Agreement (“LGIA”). Specifically, Avangrid proposes that BPA adopt the following language:

Documentation reasonably demonstrating:

¹ Bonneville Power Admin., *Terms and Conditions TC-20 Generation Interconnection Update* (July 20, 2018), available at [https://www.bpa.gov/Finance/RateCases/BP-20/Meetings/Tariff-Proceeding/July%20202018/Attachments L and%20N suggested Language 7-20-2017 reviewed.pdf](https://www.bpa.gov/Finance/RateCases/BP-20/Meetings/Tariff-Proceeding/July%20202018/Attachments%20L%20and%20N%20suggested%20Language%207-20-2017%20reviewed.pdf) (the “July 20 Workshop Presentation”).

² *Id.* at 1.

- (2) For public land, including that controlled or managed by any federal, state or local agency, a final, non-appealable permit, license, or other right to use the property for the purpose of generating electric power and in acreage reasonably necessary to accommodate the Generating Facility, which exclusive right to use public land under the management of the federal Bureau of Land Management shall be in a form specified by the Bureau of Land Management.³

Avangrid recommends this language as an alternative to BPA's proposed tariff language.

B. BPA's Proposed Automatic Withdrawal of an Interconnection Request Is Too Strict

As indicated in the July 20 Workshop Presentation, BPA proposes to amend Section 3.3.5 of Attachment L to provide that the Interconnection Customer "shall comply with its obligations as set forth in the agreement" (*i.e.* the environmental study agreement) or the Interconnection Customer's interconnection request shall be deemed withdrawn by BPA.⁴ Avangrid finds this to be a severe consequence, particularly in light of the robust and dynamic permitting process.

In support of this conclusion, Avangrid points to the Federal Energy Regulatory Commission ("FERC") *pro forma* LGIP. In the *pro forma* LGIP, FERC uses analogous withdrawal language (*i.e.* "deemed to have withdrawn" or "deemed withdrawal") in only a couple of instances. First, section 11.2 "Negotiation" of FERC's *pro forma* LGIP provides that where an Interconnection Customer requests termination of negotiations after executing the Interconnection Facilities Study Agreement, an Interconnection Customer "shall be deemed to have withdrawn its Interconnection Request" if the customer fails to request either the filing of the unexecuted LGIA or initiate dispute resolution.⁵ Second, Section 3.6 of the *pro forma* LGIP discusses automatic withdrawal in the context of an Interconnection Customer's own withdrawal of its interconnection request.⁶ The isolated use of this withdrawal language in the *pro forma* LGIP evidences the intended preservation of this automatic consequence. In fact, the withdrawal of an interconnection request in the *pro forma* LGIP only appears in instances where an Interconnection Customer has taken no action at all. In consideration of FERC's use of this language, Avangrid finds that inclusion of the "deemed withdrawn" language in BPA's LGIP is too stringent, especially given the context of environmental study agreements.

Avangrid instead recommends that BPA adopt a thirty (30) day calendar period for which Interconnection Customers may cure an issue involving its obligations under the environmental study agreement. Alternatively, Avangrid supports amending the Section 3.3.5 language to point to the default cure section already within BPA's LGIP. Under this proposed change, those Interconnection Customers who are making a good faith effort to comply with their obligations under the environmental study agreement will have time to resolve the issue before their

³ California Independent System Operator Corporation, Fifth Replacement Electronic Tariff, Appendix A, Definitions, Site Control 0.0.0, available on eTariff at <https://etariff.ferc.gov/TariffBrowser.aspx?tid=848>.

⁴ July 20 Workshop Presentation at 2.

⁵ Appendix C, Standard Large Generator Interconnection Procedures (LGIP), 11.2 Negotiations.

⁶ Appendix C, Standard Large Generator Interconnection Procedures (LGIP), 3.6 Withdrawal.

interconnection request is withdrawn. For those Interconnection Customers not making a similar good faith effort, their interconnection request will still be withdrawn, but only after they have failed to comply or resolve the issue within the thirty (30) calendar day cure period. Avangrid supports this proposal which encourages Interconnection Customers to make a good faith effort before losing their interconnection request.

C. BPA’s Removal of the Duty to Provide an LGIA Is Not Appropriate

As shown in the July 20 Workshop Presentation, BPA proposes to revise Section 11.1 “Tender” of Attachment L of its tariff to remove the requirement that an Interconnection Customer tender a draft LGIA within thirty (30) calendar days.⁷ Avangrid believes that this proposal is inappropriate and that there should be some affirmative duty belonging to Interconnection Customers to provide an LGIA within a specified timeframe.

II. BPA’s Proposed Tariff Language in Attachment N (SGIP)

A. BPA’s Deviation From the *Pro Forma* SGIP Invites Confusion

BPA proposes to add an entirely new section, Section 1.3.1. “Withdrawal”, to its SGIP. This new section provides for an Interconnection Customer’s withdrawal of its interconnection request “at any time by written notice of such withdrawal to Transmission Provider.”⁸ Accordingly, BPA is granted the ability to deem an interconnection request withdrawn if an Interconnection Customer fails to adhere to all requirements of the SGIP, as determined by BPA. During the dispute resolution process, where an Interconnection Customer disputes the withdrawal, the Interconnection Customer loses its position in the interconnection queue. In the July 20 Workshop Presentation, BPA stated that this change was proposed for consistency between BPA’s SGIP and LGIP. However, Avangrid finds that this change is a deviation from FERC’s *pro forma* SGIP and LGIP and invites confusion for Interconnection Customers.

There is no consistency in the language providing for an Interconnection Customer’s withdrawal of its own interconnection request in FERC’s *pro forma* SGIP and *pro forma* LGIP. In FERC’s *pro forma* LGIP, Section 3.6 ‘Withdrawal’ is the dedicated section providing for an Interconnection Customer’s withdrawal of its interconnection request. This section reads similarly to the language proposed by BPA here. In comparison, FERC’s *pro forma* SGIP does not provide either a consistent section or consistent language regarding such a withdrawal by an Interconnection Customer, as is provided in the *pro forma* LGIP. Additionally, FERC has not embellished on this inconsistency between the *pro forma* SGIP and *pro forma* LGIP. However, Avangrid considers BPA’s proposed new section to invite confusion for Interconnection Customers, rather than to achieve the intended streamlining of generation interconnection procedures.

In light of BPA’s proposal to streamline the SGIP and LGIP, Avangrid seeks explanation from BPA on whether there will be differences between the SGIP and LGIP moving forward. If

⁷ The July 20 Workshop Presentation at 2.

⁸ *Id.* at 5.

BPA intends to completely streamline the SGIP and LGIP in the future, Avangrid would like to be advised of any such plan by BPA.

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Avangrid appreciates BPA's review of these comments and consideration of the recommendations contained herein. By return e-mail, please confirm BPA's receipt of these comments.