

Response to Comments – Commercial Readiness

BPA Transmission Business Practice

Version 2
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Response to Comments – Commercial Readiness

Version 2

This document contains comments and BPA responses regarding Version 2 of the Commercial Readiness Business Practice posted for comment from June 16 to July 23, 2025.

This is Bonneville’s final agency action in regard to this version of the business practice.

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)

The Northwest & Intermountain Power Producers Coalition submits the following comments in response to the BPA proposed changes to the following business practices:

- Transition Process version 2;
- Site Control version 2;
- Commercial Readiness version 2; and
- Large Generator Interconnection version 13

The Northwest & Intermountain Power Producers Coalition (“NIPPC”) 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. Most of NIPPC’s members are transmission customers of BPA and will be impacted by this business practice.

NIPPC does not object to the proposed changes to the business practices referenced above. NIPPC recognizes that the proposed changes represent lessons that BPA learned in implementing the readiness and site control requirements that BPA and customers agreed to in TC-25. The additional detail regarding the requirements for site control and commercial

readiness will help customers by allowing them to collect and maintain necessary documentation in advance of deadlines set forth in the generator interconnection process. Standardizing the format that customers use to provide BPA with information will reduce the burden on BPA staff to confirm that customers have provided all the necessary information.

Comments on specific business practices are attached.

Commercial Readiness version 2

NIPPC supports the proposed changes to the Commercial Readiness Business Practice. In particular, NIPPC supports the greater detail associated with specific Commercial Readiness Milestone Options. During TC-25, BPA and customers negotiated tariff provisions to move towards a “first-ready, first-served” model for interconnection requests. Under this new paradigm, only customers whose projects were sufficiently “ready” would be eligible to enter an interconnection cluster study. Instead of simply adopting the commercial readiness milestone options that FERC adopted for the pro forma OATT, however, BPA and its customers agree to additional readiness criteria – in some cases these additional milestone options were more flexible than the FERC pro forma. NIPPC recognizes that these proposed changes to the Commercial Readiness Milestone Options likely represent experience that BPA gained in processing documentation that customers submitted to support their entry into the Phase One Transition Cluster for interconnection studies. NIPPC supports BPA’s proposed changes as they will ensure that customers who rely on a specific milestone option (such as a site-specific purchase order) are demonstrating commercial readiness to a certainty on par with the other milestone options.

NIPPC also agrees with the proposal to adopt standardized formats for customers to use to demonstrate commercial readiness. Use of standardized forms will not pose any undue burdens on customers and should ease the burden on BPA staff to confirm customer compliance.

NIPPC agrees that customers who fail to demonstrate commercial readiness within the applicable timelines of fail to meet all the applicable standards should be removed from the queue. Customers who still have questions about their documentation (even after reviewing the more detailed requirements proposed in these business practices), should present those questions to BPA during the customer review period. NIPPC recognizes that customers who fail to timely provide BPA with complete and accurate documentation of commercial readiness increase the burden on staff and delay the study process for all customers.

BPA Response 1

BPA appreciates NIPPC submitting comments in support of the proposed changes to the Commercial Readiness Business Practice. As NIPPC notes, the changes to the Commercial Readiness Business Practice intend to provide greater detail on the requirements of the Commercial Readiness Milestone Options and standardize the demonstration process. BPA believes these edits will make the review process more efficient.

B. NewSun Energy

Subject: Comments on BPA Business Practices – Transition Process V2, Site Control V2, Commercial Readiness V2, and LGIA V13

To the Bonneville Power Administration (BPA):

NewSun Energy appreciates the opportunity to provide comments on BPA's proposed updates to its interconnection business practices. While we support BPA's efforts to modernize and streamline the interconnection process, we believe it is essential to slow down the implementation of these changes to ensure they align with other ongoing processes and reforms currently underway at BPA including BPA's Grid Access Transformation Project (GAT), which has overlapping implications with the proposed business practices.

BPA's business practice updates must not undermine the intent or terms of the negotiated settlement with the region.¹ These practices embody the collaborative spirit and commitments made during that process. Any deviation risks damaging trust and creating inequities in the interconnection framework. The proposed changes also appear to raise the standard of compliance and the burden of documentation that Interconnection Customers must provide, which may adversely impact or disqualify Interconnection Requests that were previously validated by BPA.

¹ See TC-25 Settlement Agreement available at <https://www.bpa.gov/energy-and-services/rate-and-tariff-proceedings/tc-25-tariff-proceeding>.

Timing Comments

These business practice proposals should be considered at the same time as the GAT reforms so that overlapping implementation issues can be considered together, but in any event this process should be given no less than an additional 30 days for review. NewSun officially requests that the proposed business practice changes be delayed so that Developers and Load Serving Entities can fully assess the proposed business practices and their impact on the region.

BPA Response 2

BPA notes that BPA is not currently reforming its large generator interconnection processes but is implementing reforms adopted in January 2024, through the TC-25 Tariff Proceeding Administrator's Final Record of Decision. The large generator interconnection reforms that regional stakeholders agreed to in the TC-25 Settlement Agreement include a large shift from the pre-existing first-come, first-served model to a first-ready, first-served clustered model. To implement those reforms, BPA created new and edited existing business practices. The TC-25 Settlement Agreement and the resulting tariff determine the process and timeline for interconnection and create the need for business practice edits.

BPA believes the proposed business practice edits are largely procedural, relating to the manner, timing, and format that information required under the tariff is submitted. For example, BPA proposed the use of forms that allow for the standardized submission of information that the tariff requires a customer to provide. BPA does not believe the complexity or volume of modifications or stakeholder comments warrant additional comment at this time.

Finally, BPA notes that these changes relate to submissions that customers are required to provide in the next phase of the Transition Cluster Study. BPA finds it helpful to provide these edits to customers as soon as possible to allow customers more time to prepare for the upcoming information submissions.

Due to the scope of the changes to the large generator interconnection process that resulted from the TC-25 Settlement Agreement, BPA will continue to edit business practices as needed to implement the changes and to improve processes as BPA gains experience in administering the new process. BPA declines to delay these proposed business practice edits until the completion of reforms regarding other transmission services, which are irrelevant to BPA's obligation to implement the large generator interconnection reform.

The proposed changes to the interconnection business practices will unduly harm Interconnection Customers and power supply to the region in numerous ways outlined below:

- The changes in the business practices are likely to harm already validated queue positions by implementing drastic business practice changes with extraordinarily little time before the start of the second transition cluster validation period. At a minimum, BPA should provide an update on its expected timing for returning the Phase One Cluster Study Report, so that the region can understand the extent to which there is an urgency here.
- The business practice modifications drastically increase the volume of workload and documentation that is required to keep the interconnections valid with no precedent for why the additional models and supporting documentation are needed.
- The proposed changes lock in developers to a standard that is not feasible and could cause withdrawals late into the process causing uncertainty for the future power supply.
- The accelerated timeline of the proposed changes creates risk for serious and stable projects to be removed from the queue, further exacerbating the power supply needs for the region.
- The changes described also introduce a large amount of financing risk to developers and could make PPA negotiations and project financing impossible.
- The newly requested limits to the acceptable documentation severely limit the paths towards project completion and reduce the diversification of projects and the stability that provides to the interconnection process.
- In light of changes to the federal investment tax credit and the continued need for additional generation in the region, it is imperative to preserve the options that are in the queue and buildable within the next 10 years.

With the multitude of business practice changes, in multiple forums being proposed, we urge BPA to slow the processes down. We need to ensure alignment and unintended consequences are adequately discussed and understood before finalizing such impactful decisions. The diversity of business models, inter-relatability of processes, investments, and potential consequences needs further regional consideration before finalizing these business practices.

BPA Response 3

BPA believes the proposed business practice edits are largely procedural, relating to the manner, timing, and format that information required under the tariff is submitted, and do not reflect a drastic change in approach. For example, BPA proposes adopting the use of forms that allow for the standardized submission of information that the tariff requires a customer to

provide to have and maintain a valid Interconnection Request. BPA does not believe the complexity or volume of modifications or stakeholder comments warrant additional comment at this time.

NewSun has not discretely identified how the proposed changes harm customers with Interconnection Requests in the Transition Process or how these changes would cause late withdrawals, make project financing impossible, or limit the path to project completion. BPA believes providing more clarity to customers around the requirements for submitting information needed to proceed in the interconnection process will reduce uncertainty and the prevalence of deficient submissions, which require customers to take further action to correct. The clarifications will allow customers to more efficiently provide information and enable customers to make more informed decisions in proceeding in the interconnection process.

Regarding NewSun's request that these business practice changes be slowed down, BPA notes that these changes relate to customers' submissions in the next Customer Review Period of the Transition Cluster Study. BPA finds it helpful to provide these edits to customers as soon as possible to allow customers more time to prepare for upcoming information submissions. Delays in implementing these business practice changes will reduce the quality of customers' submissions, resulting in a need for more processing and work for both BPA and customers.

Regarding NewSun's request that these changes be aligned with changes to other transmission services in other forums, BPA reiterates that the TC-25 Settlement Agreement and the resulting tariff determine the process and timeline for interconnection and create the need for business practice edits. BPA declines to delay these proposed business practice edits until the completion of reforms regarding other transmission services, which are irrelevant to BPA's obligation to implement the large generator interconnection reform.

Please refer to BPA Response 2 in this Response to Comments – Commercial Readiness document.

Business Practice Comments

We offer the following detailed comments to support a transparent, equitable, and inclusive interconnection process that accommodates a diverse range of project developers and load-serving entities (LSEs):

Commercial Readiness V2

- **Section A.2.a-c** – Recognizing the 5-year term of sale for commercial readiness is not a substantive addition in this redline, NewSun asks BPA to reconsider whether a 5-year term should be required and consider allowing 3-year terms.

BPA Response 4

BPA declines to reconsider the length of term of sale required for Commercial Readiness Milestone Options through a business practice update. NewSun's comment seems to attempt to use the business practice process to reopen matters that were directly addressed in a formal tariff proceeding. As agreed to in the TC-25 Settlement Agreement and adopted into BPA's tariff in the TC-25 Tariff Proceeding, certain Commercial Readiness Milestone Options require a term of sale be no less than five (5) years. A change to the term of sale may only be made through a tariff proceeding following the requirements in Section 212(i)(2)(A) of the

Federal Power Act, consistent with Section 9 in BPA's tariff. Please refer to Section 2.r. of Appendix 1 of the TC-25 Settlement Agreement and Sections 6.6.1 and 7.5.1 of the LGIP and Sections 2.1.2, 3.2.1, and 3.3.1 of Attachment R.

- **Section A.2.b** – Original intent allowed commercial readiness to be demonstrated via active negotiations. The current approach may disadvantage projects in good-faith negotiations and unnecessarily increase costs.

BPA Response 5

BPA disagrees that the requirements for demonstrating the active negotiation Commercial Readiness Milestone Option disadvantage any customer or increase costs. BPA proposed small changes to the existing language of Section A.2.b of the Commercial Readiness Business Practice to align with the language used elsewhere in the business practice. The proposed edit to Section A.2.b of the Commercial Readiness Business Practice clarifies that the tariff requirement that active negotiations be for the output of the Large Generating Facility will be verified by matching information in the demonstration of active negotiations against information in the Interconnection Request.

- **Section A.2.e.i** – BPA's requirement that purchase order agreements be executed by the Interconnection Customer may limit flexibility. BPA should clarify that multiple projects under one offtake structure will be accommodated.

BPA Response 6

BPA declines to make additional edits to the Commercial Readiness Business Practice in response to this comment at this time. BPA will consider adding language to the Commercial Readiness Business Practice to clarify situations when BPA will accept documentation that is not in the name of the Interconnection Customer in the future, for not only the purchase order Commercial Readiness Milestone Option but for other options as well.

- **Section A.2.e.i.2** – BPA should specify what evidence is acceptable for meeting the equipment readiness via master supply agreements when the equipment was ordered and accepted under as specified in the agreement.

BPA Response 7

BPA declines to make additional edits to the Commercial Readiness Business Practice in response to this comment because BPA's proposed language provides the appropriate level of specificity. Section A.2.e.i.2. of the Commercial Readiness Business Practice identifies that BPA will accept evidence of an accepted order under a master-supply agreement as specified in the master-supply agreement and that the customer must identify that contractual standard and explain how it has been met. The business practice is drafted to accommodate unique forms by which a supplier accepts an order under the specific terms of the relevant master-supply agreement.

- **Section A.2.e.v.4** – BPA should clarify that intermediate transformer reservations meet commercial readiness for 500 kV interconnections

BPA Response 8

BPA declines to make additional edits to the Commercial Readiness Business Practice in response to NewSun's comment. Section A.2.e.v. requires that an order of transformers used to demonstrate the site-specific purchase order Commercial Readiness Milestone Option enable the full requested Interconnection Service level and that the technical parameters of

ordered transformers, including the number of transformers, the voltage or voltages, and MVA match the plan of service for the request. If a customer intends to use multiple transformers, including the use of an intermediate transformer at a lower voltage than the transformer required for a 500 kV interconnection, the customer will need to demonstrate an order for all relevant transformers with matching specifications.

- **Section A.2.f.i** – As noted above, if BPA moves the POI, BPA should clarify how TSRs will be handled to avoid penalizing customers.

BPA Response 9

BPA notes that the proposed edit on Section A.2.f.i. of the Commercial Readiness Business Practice is a small addition to clarify that an Interconnection Request's Point of Interconnection is identified in the study reports. BPA declines to make additional edits to the Commercial Readiness Business Practice in response to NewSun's comment. The transmission service reservation Commercial Readiness Milestone Option requires that the transmission reservation be for the Generating Facility at issue. See Sections 6.6.1 and 7.5.1 of the LGIP and Sections 2.1.2, 3.2.1, and 3.3.1 of Attachment R of BPA's tariff. If a TSR does not match the Point of Interconnection for the request, the TSR no longer demonstrates a reservation of transmission service specifically for the Generating Facility.

During the Transition Process, if a customer relied on the TSR Commercial Readiness Milestone Option to establish a valid Transition Request but can no longer rely on the TSR at the redemonstration period due to the Point of Interconnection in the Phase One Cluster Study report and TSR not matching, the customer may shift to another form of Commercial Readiness Milestone Option in the Customer Review Period following the release of the Phase One Cluster Study report. After the Transition Period, customers demonstrate Commercial Readiness after the issuance of the Phase One Cluster Study report, which will identify the Point of Interconnection for all requests.

- **Section A.2.f** – We request BPA explain how "New Point" will be treated in all three of BPA's queues (GI, Transmission, LLIR).

BPA Response 10

BPA notes that the proposed edit on Section A.2.f.i. of the Commercial Readiness Business Practice is a small addition to clarify that an Interconnection Request's Point of Interconnection is identified in the study reports. BPA has not proposed any changes to the Commercial Readiness Business Practice that implicate transmission service or line and load interconnection business practices or topics. BPA declines to make additional edits to the Commercial Readiness Business Practice in response to NewSun's comment, which is out of scope for this round of business practice edits and regarding topics not addressed in the large generator interconnection business practices.

Please refer to BPA Response 9 of this Response to Comments – Commercial Readiness document.

Conclusion

With the multitude of business practice changes, in multiple forums being proposed, we urge BPA to slow the processes down to align it with the GAT or at a minimum provide an additional 30 days for comments and hold enough workshops to discuss all these changes holistically. We need to ensure alignment and unintended consequences are adequately

discussed and understood before finalizing such impactful decisions. The diversity of business models, inter-relatability of processes, investments, and potential consequences needs further regional consideration before finalizing these business practices.

We appreciate BPA's consideration of these comments and look forward to continued collaboration to ensure a fair and efficient interconnection process

BPA Response 11

BPA notes that BPA is not currently reforming its large generator interconnection processes but is implementing reforms adopted in January 2024. The TC-25 Settlement Agreement and the resulting tariff determine the process and timeline for interconnection and create the need for business practice edits.

BPA believes the proposed business practice edits are largely procedural, relating to the manner, timing, and format that information required under the tariff is submitted. For example, BPA proposed the use of forms that allow for the standardized submission of information that the tariff requires a customer to provide. BPA does not believe the complexity or volume of modifications or stakeholder comments warrant additional comment at this time.

Finally, BPA notes that these changes relate to customers' submissions in the next Customer Review Period of the Transition Cluster Study. BPA finds it helpful to provide these edits to customers as soon as possible to allow customers more time to prepare for the upcoming information submissions. BPA declines to delay these proposed business practice edits until the completion of reforms regarding other transmission services, which are irrelevant to BPA's obligation to implement the large generator interconnection reform.

Please refer to BPA Responses 2 and 3 in this Response to Comments – Commercial Readiness document.

C. Renewable Northwest

RE: Renewable Northwest Comments on Proposed Revisions to Generator Interconnection Business Practices

Renewable Northwest ("RNW") appreciates the opportunity to comment on the Bonneville Power Administration's ("BPA") proposed revisions to the following Business Practices: Transition Process (version 2), Site Control (version 2), Commercial Readiness (version 2), and Large Generator Interconnection (version 13).

Renewable Northwest is a non-profit advocacy organization that works to decarbonize the region by accelerating the transition to renewable electricity. RNW has approximately 80 member organizations that include renewable energy developers and manufacturers, large purchasers of clean energy resources, consumer advocates, environmental groups, and other industry advisers. Many of RNW's members are current or prospective BPA transmission customers. RNW has been an active participant in BPA's generator interconnection reform efforts, including the TC-25 proceeding that adopted many of the reforms covered by the Business Practices at issue.

Below are some general comments applicable to all the proposed Business Practice revisions followed by comments on three individual Business Practices broken out by section as follows: Transition Process (Section II); Site Control (Section III); and Commercial Readiness (Section IV).

I. General Comments

RNW appreciates BPA's initiative in bringing forth these Business Practice revisions to facilitate successful implementation of improvements to BPA's generator interconnection process. RNW is broadly supportive of BPA's proposed Business Practice revisions, which we view as reasonable and practical changes aimed at improving the efficiency of the generator interconnection process for BPA and customers. The proposed revisions draw from BPA's experience implementing the reforms adopted in TC-25, reflecting targeted additional process improvements. As BPA and its customers continue to gain experience with the generator interconnection reforms, it may be necessary to revisit certain aspects of the Business Practices. However, at this time, the revisions generally appear to be helpful in clarifying customer expectations and enabling more streamlined review by BPA staff.

BPA Response 12

BPA appreciates RNW submitting comments in support of BPA's proposed edits to the large generator interconnection business practices. As RNW notes, the edits and clarifications to the generator interconnection business practices intend to provide customers with clarity on how to meet the requirements that were agreed to in the TC-25 Settlement Agreement and adopted in the BPA's tariff. BPA believes these edits will support a more efficient process to verify that customers have met requirements to proceed in the interconnection process.

IV. Commercial Readiness, V2

RNW generally supports the proposed revisions to the Commercial Readiness Business Practice, with limited caveats. The proposed changes clarify the evidence requirements for commercial readiness milestone options and the requirements for submittal and resubmittal of commercial readiness demonstrations. These changes appear in line with the foundational "first-ready, first-served" reforms adopted in TC-25, in which projects must demonstrate they are far enough along in the process to be eligible to participate in a cluster study. As with the other Business Practice revisions, the proposed changes appear to draw from BPA's experience to date in implementing the TC-25 reforms.

While RNW is mostly comfortable with the proposed revisions, we have some concerns with the wording of Section C.8. RNW agrees with BPA that customers who do not meet commercial readiness requirements within the timelines set forth by BPA should not be eligible to remain in the queue. However, the wording of Section C.8 appears to suggest a potentially harsher result than may be intended. Provided that the customer has made a good-faith effort to submit required documentation in a timely manner (including by working to resolve questions before the deadline), the customer should have a narrow opportunity to cure the failure to demonstrate commercial readiness before being deemed withdrawn from the queue. In order to minimize any delays, RNW suggests that such an opportunity to cure any deficiencies be limited to 5 business days following notice by BPA of such deficiencies.

Thank you for the opportunity to comment.

BPA Response 13

BPA clarifies that the edits to Section C of the Commercial Readiness Business Practice do not alter the tariff-provided timeline and mechanisms for addressing deficiencies. BPA clarifies that the proposed revision to Section C.8. of the Commercial Readiness Business Practice intends to clarify that BPA will find a demonstration of Commercial Readiness deficient if (1) a demonstration is not submitted within the required timeline or (2) a demonstration does not meet the substantive standards outlined in the tariff and business practice. Section C.8. of the Commercial Readiness Business Practices references Section 3.7 of the LGIP to identify that if BPA finds a deficiency in a Commercial Readiness demonstration, BPA will deem the Interconnection Request withdrawn and provide the Interconnection Customer notice that the request is deemed withdrawn along with the reasons why. Interconnection Customer then has fifteen (15) Business Days to cure the deficiency.

BPA declines to make edits to Section C.8. of the Commercial Readiness Business Practice in response to RNW's comment but believes this response has addressed RNW's concerns.

Please refer to BPA Responses 19, 20, and 23 of this Response to Comments – Commercial Readiness document.

D. Clearway Energy Group

RE: Clearway Comments on Proposed Revisions to Generator Interconnection Business Practices

Clearway Energy Group ("Clearway") appreciates the opportunity to comment on the Bonneville Power Administration's ("BPA") proposed revisions to the following Business Practices: Transition Process (Version 2), Site Control (Version 2), Commercial Readiness (Version 2), and Large Generator Interconnection (Version 13).

Below are some brief general comments that are largely applicable to all four of the proposed Business Practice revisions. They are followed by specific comments or points of clarification on each of the proposed revisions to individual Business Practice sections.

General Overview

Clearway appreciates BPA's effort to bring forward these proposed revisions for stakeholder comments based on learnings following implementation of modifications to BPA's generator interconnection process. Overall Clearway is supportive of the direction BPA is heading in the proposed revisions, as they are largely practical changes that are intended to improve the efficiency of the generator interconnection queue for BPA staff and Interconnection Customers. While the revisions generally appear to be helpful in streamlining reviews for customers, Clearway recognizes some areas that could benefit from further clarification.

BPA Response 14

BPA appreciates Clearway submitting comments expressing general support for BPA's proposed revisions to the large generator interconnection business practices and will address Clearway's request for clarification below.

Commercial Readiness V2

Clearway generally supports the proposed revisions to the Commercial Readiness Business Practice, subject to a few reservations. The amendments provide greater clarity regarding the evidence required for commercial readiness milestone options, as well as the procedures for the submission and resubmission of commercial readiness demonstrations. These modifications appear consistent with the foundational "first-ready, first-served" reforms established in TC-25, which require projects to be sufficiently advanced in their development to qualify for participation in a cluster study.

Within Section A.2.a-e, the proposed revisions detail rigid documentation formats. While A.2.b allows for documentation of active negotiations, it requires this to be demonstrated through a formal attestation from the counterparty. This formal attestation may be impractical at early stages of bilateral negotiations or RFP shortlisting. Accordingly, Clearway recommends that BPA allows commercially reasonable documentation for all milestone types including term sheets, redacted LOIs, and non-binding agreements. Section A.2.b should be expanded to include LOIs, MOUs, shortlisting notices, or Interconnection Customer self-attestations with supporting materials where a counterparty signature is not yet available.

BPA Response 15

BPA notes that the proposed changes to the existing language of Section A.2 of the Commercial Readiness Business Practice include small adjustments to align with the language used elsewhere in the business practice. The pre-existing business practice language required a demonstration of the active negotiation Commercial Readiness Milestone Option take the form of an attestation by the counterparty.

BPA finds the requirement of a counterparty signature on an attestation is consistent with the tariff, which requires that the documentation demonstrating active negotiations come from the counterparty. BPA believes that requiring an attestation from a counterparty is not unduly burdensome and minimizes the review process of documents submitted to demonstrate this option. If a customer cannot obtain an attestation from a counterparty, it may utilize one of the other Commercial Readiness Milestone Options available.

BPA declines to make additional edits to the Commercial Readiness Business Practice in response to Clearway's comment at this time.

Under Section A.2.e, the proposed revisions exclude blanket agreements and master supply agreements unless tied to a site with specific equipment serial numbers and delivery addresses, even if there is a binding commitment. Clearway recommends that BPA accept binding orders under MSAs or blanks purchase orders when the Interconnection Customer can either 1) provide supplier acknowledgement or 2) self-certify with supporting documentation (this could include executed agreement language, internal procurement approvals, or allocation letters). Clearway also recommends that the proposed revisions allow for reasonable flexibility on site addresses and serial number requirements, especially during early procurement stages.

BPA Response 16

BPA clarifies that the proposed revisions do not require master supply agreements used to demonstrate a site-specific purchase agreement Commercial Readiness Option to include equipment serial numbers. BPA notes that Section A.2.e.iv of the Commercial Readiness Business Practice requires a purchase order to identify the delivery location as the site address. If the site address is not identified in the documentation, Section A.2.e.iv.1 of the Commercial Readiness Business Practice allows a customer to demonstrate that an order is specific to a project by providing a delivery receipt with equipment serial numbers. BPA did not propose any edits to Section A.2.e.iv.1 of the Commercial Readiness Business Practice in this round of edits.

BPA believes the proposed language in Section A.2.e.i.2 of the Commercial Readiness Business Practice provides the flexibility that Clearway requests by allowing an Interconnection Customer to demonstrate that a supplier has accepted an order under a master-supply agreement as envisioned in that agreement.

BPA may consider whether additional edits are required in the future to ensure purchase orders can be confirmed to be site-specific without unduly burdening customers in providing that demonstration.

See BPA Response 24 in this Response to Comments – Commercial Readiness document.

In Section A.2.e.ii, B.2, & D.2, the proposed revisions require purchasing customer names to match exactly, even for POs or escrow deposits. Clearway requests that BPA clarify they will accept documentation in the name of affiliated entities when accompanied by legal confirmation of control or ownership.

BPA Response 17

BPA notes that it did not propose any changes to Sections A.2.3.iii (regarding the name of entity purchasing equipment for site-specific purchase orders), B.2, or D.2 of the Commercial Readiness Business Practice in this round of revisions and considers these sections to be out of scope for these updates. BPA declines to make additional edits to the Commercial Readiness Business Practice in response to this comment at this time. BPA may consider adding language to the Commercial Readiness Business Practice to clarify situations when BPA will accept documentation that is not in the name of the Interconnection Customer in the future for all Commercial Readiness Milestone Options.

Please refer to BPA Response 6 in this Response to Comments – Commercial Readiness document.

Section A.2.e.3.a contains a requirement for a 95% power factor sizing for transformers to validate commercial readiness, even during early development. This requirement is overly burdensome for projects in early development. Clearway recommends that the section should be amended to allow Interconnection Customers to submit transformer POs or procurement commitments that reflect current project design. BPA should accept sizing that is below the final MW during early development provided that the Interconnection Customer certifies that final equipment will meet BPA's interconnection standards by COD.

BPA Response 18

BPA declines to make additional edits to the Commercial Readiness Business Practice in response to Clearway's comment. In submitting an Interconnection Request, customers attest

in the Generation Model and Performance Attestation for a Generating Facility, Attachment A to Appendix 1 to the LGIP, that the Generating Facility will be designed to meet performance requirements in BPA's STD-N-000001, including reactive power standards. The site-specific purchase order Commercial Readiness Milestone Option allows a customer to identify that equipment specific to the project was purchased. A purchase of equipment that does not reflect the current project design, including allowances for reactive power, does not demonstrate readiness for the project that the customer represented it intends to build. If a customer cannot demonstrate the site-specific purchase order Commercial Readiness Milestone Option, it may utilize one of the other Commercial Readiness Milestone Options available.

In Section C.7-8, the proposed revisions permit validation of commercial readiness only once per window, and BPA will not accept late updates. If a customer has made a good-faith effort to submit the required documentation on time, there should be an opportunity to address deficiencies before withdrawal from the queue. Clearway suggests implementing a 5-business day cure period after BPA issues notice of any deficiency. This brief period would allow projects that have made timely and reasonable efforts to remain in the generator interconnection queue.

Thank you for the opportunity to comment on these proposed revisions.

BPA Response 19

BPA clarifies that the edits to Section C of the Commercial Readiness Business Practice do not alter the tariff-provided timeline and mechanisms for addressing deficiencies. BPA clarifies that the revision to Section C.7 of the Commercial Readiness Business Practice intends to clarify that a customer should submit a single demonstration form and supplementary documentation during the Customer Review Period to ensure efficient review but does not alter tariff-provided mechanism for curing deficiencies. The revision to Section C.8 of the Commercial Readiness Business Practice intends to clarify that BPA will find a demonstration of Commercial Readiness deficient if (1) a demonstration is not submitted within the required timeline or (2) a demonstration does not meet the substantive standards outlined in the tariff and business practice. Section C.8 of the Commercial Readiness Business Practice references Section 3.7 of the LGIP to identify that if BPA finds a deficiency in a Commercial Readiness demonstration, BPA will deem the Interconnection Request withdrawn and provide the Interconnection Customer notice that the request is deemed withdrawn along with the reasons why. Interconnection Customer then has fifteen (15) Business Days to cure the deficiency.

BPA declines to make edits to Sections C.7 and C.8. of the Commercial Readiness Business Practice in response to Clearway's comment.

Please see BPA Responses 13, 20, and 23 in this Response to Comments – Commercial Readiness document.

E. NewSun Energy Transmission Co. and the Pacific Northwest Renewable Energy Interconnection & Transmission Customer Advocates

RE: Comments on Proposed Changes to Transmission Business Practice on Commercial Readiness

NewSun Energy Transmission Company LLC (“NewSun”), and the Pacific Northwest Renewable Interconnection & Transmission Customer Advocates (“PRITCA,” together the “Commenting Parties”) provide the following comments on the BPA’s proposed changes to its Transmission Business Practice on Commercial Readiness.

About Us

The Commenting Parties together represent more than 100 BPA Interconnection Customers. Collectively, the Commenting Parties comprise more than a quarter of the current BPA interconnection queue. The Commenting Parties are signatories to well over 100 study agreements, and have participated in hundreds of BPA scooping and study report meetings involving wind, solar, geothermal, battery storage and pumped storage projects ranging in size from 20 to 600 MW. The Commenting Parties also include BPA Transmission Customers with thousands of MW of confirmed long-term firm transmission rights on the BPA transmission system and many thousands of MW more of transmission requests for future long-term firm service. Collectively, the Commenting Parties have provided tens of millions of dollars to BPA over the past ten years for environmental studies, engineering and procurement of network upgrades, deposits for Large Generation Interconnection Agreements (“LGIs”), and other study agreements. The Commenting Parties’ members have successfully developed hundreds of megawatts of generation that are provided to both public power and IOU loads.

Summary

PRITCA is deeply concerned about several changes proposed in BPA’s Commercial Readiness Business Practice, which would allow only one shot at proving Commercial Readiness in each Customer Review Period, and would result in automatic ejection from the queue if BPA finds the demonstration to be inadequate, even if BPA is in error. This materially changes the cure period allowed in BPA’s OATT, and therefore cannot legally be included in a Business Practice. In addition, BPA proposes changes to the Business Practice that do not reflect commercial reality and will, if adopted, prevent project developers from taking advantage of newer, more efficient equipment that becomes available during the years-long interconnection process.

Comments

Initially, we believe many of the changes proposed in this and other BPA Business Practices belong in BPA’s OATT and not in its Business Practices. The determination of what must be included in a tariff is governed by the “rule of reason,” which “requires that tariffs include practices that “affect rates and service significantly,” “are realistically susceptible of specification,” and “are not so generally understood in any contractual arrangement as to render recitation superfluous.”¹ At least some of the provisions proposed for the Commercial

Readiness Business Practice, notably including provisions that would allow BPA to eject Interconnection Customers from the queue for what BPA deems to be errors or omissions from their Commercial Readiness showing, are contrary to BPA's OATT, which provides for a period of 15 days to correct any deficiencies in the Commercial Readiness showing and also allows the Interconnection Customer to invoke the tariff's dispute resolution procedures. Those changes can only be properly made in the tariff because they will significantly affect access to transmission service, and are also "susceptible of specification," not "generally understood in any contractual arrangement" and are "not clearly implied by the existing Tariff."²

¹ Cometa Energia, S.A. De C.V., 191 FERC ¶ 61,089 at P 19 (2025).

² Id.; see Bonneville Power Admin., 145 FERC ¶ 61,150, P 56 & n. 66 (2013) (applying rule of reason to BPA tariffs)

Accordingly, these changes should be adopted only after careful consideration in a ratemaking process that results in a Record of Decision and amendments to BPA's OATT. We are concerned that the many changes proposed by BPA in its Business Practices, particularly when their combined effects are considered, will create substantial and unintended barriers to regional transmission access, and the abbreviated process for adopting BPA's proposed changes is inadequate to allow careful consideration of all of these effects.

BPA Response 20

BPA clarifies that the edits to Section C of the Commercial Readiness Business Practice do not alter the tariff-provided timeline and mechanisms for addressing deficiencies or remove a customer's ability to utilize dispute resolution procedures. Revisions to the Commercial Readiness Business Practice intend to clarify that BPA will find a demonstration of Commercial Readiness deficient if (1) a demonstration is not submitted within the required timeline or (2) a demonstration does not meet the substantive standards outlined in the tariff and business practice. Section C.8 of the Commercial Readiness Business Practice references Section 3.7 of the LGIP to clearly identify that if BPA finds a deficiency in a Commercial Readiness demonstration, BPA will deem the Interconnection Request withdrawn and provide the Interconnection Customer notice that the request is deemed withdrawn along with the reasons why. Interconnection Customer then has fifteen (15) Business Days to cure the deficiency.

BPA declines to make edits to the Commercial Readiness Business Practice in response to NewSun and PRITCA's comment.

Please see BPA Responses 13, 19, and 23 in this Response to Comments – Commercial Readiness document.

In addition, BPA's current Phase I cluster study is not due to be completed until January 30, 2026, the first date on which the proposed Business Practice changes would come into practical effect. BPA should therefore extend the comment deadline and hold additional workshops to ensure that its proposed changes will not upset settled investment expectations or otherwise create unintended consequences.

BPA Response 21

BPA notes that it is following Bonneville's Business Practice Process, adopted and agreed to in the TC-20 Settlement Agreement and TC-20 Tariff Proceeding. BPA proposed modifications to existing business practices and provided notice of those changes through a Tech Forum communication. BPA posted the proposed modifications on its website. BPA identified that the proposed modifications included material revisions, making them Category B changes, and, as such, BPA held a meeting to describe the changes to stakeholders and answered questions. BPA provided customers with twenty (20) Business Days following the meeting to comment. BPA is now responding to comments to explain and clarify the reasons for modifications and its decision on the final business practice language.

BPA believes the proposed business practice edits are largely procedural, relating to the manner, timing, and format that information required under the tariff is submitted. For example, BPA proposes adopting the use of forms that allow for the standardized submission of information that the tariff requires a customer to provide to have and maintain a valid Interconnection Request. NewSun and PRITCA's comment does not identify how these changes will upset settled investment expectations or why they think these changes warrant additional time. BPA does not believe the complexity or volume of modifications or stakeholder comments warrant additional comment.

BPA notes that these changes relate to submissions that customers are required to provide in the next phase of the Transition Cluster Study. BPA finds it helpful to provide these edits to customers as soon as possible to allow customers more time to prepare for upcoming information submissions.

BPA declines to extend the comment deadline or to hold additional meetings on these business practice modifications.

PRITCA's specific concerns are:

1. No BPA Commitment to Review Commercial Readiness Demonstration Within Customer Review Period.

BPA proposes to amend Section C of the Business Practice, which governs BPA's review of Interconnection Customers' commercial readiness submittals by changing its commitment that it "will review Commercial Readiness for validity within 15 Business Days of the close of the Customer Review Period" to a mere promise to "endeavor" to complete review within that time period. While we recognize that the Trump Administration's reckless approach to reducing the federal workforce has exacerbated BPA personnel constraints at a time when BPA was already facing a large backlog of transmission requests, a review of commercial readiness that extends beyond the 15 days allowed in the current Business Practice may have severe consequences, both for the particular Interconnection Customer involved and for other customers in the same cluster study. For example, if BPA did not notify the Interconnection Customer until 90 days after the Customer Review Period ends that its Commercial Readiness demonstration is incomplete or otherwise insufficient, that customer could be forced to withdraw from the interconnection queue after the subsequent study phase has already started, potentially forcing that study phase to restart, with concomitant delays for all customers in that cluster. That could be true even if BPA found only minor deficiencies that the Interconnection Customer could easily have remedied prior to the commencement of the next cluster study phase.

BPA Response 22

BPA clarifies that the proposed edit to Section C.7 of the Commercial Readiness Business Practice intends to more closely align the review of Commercial Readiness demonstrations with the tariff requirements and to acknowledge that the time required to review materials is highly dependent on the number of demonstrations that BPA must review. As outlined in Section 6.6.4 and 7.5.4 of the LGIP, BPA shall use Reasonable Efforts to confirm that a customer has demonstrated Commercial Readiness after the close of the Customer Review Period. BPA notes that if a deficiency in a submission is identified, the customer will be notified of the issue and have the tariff-provided timeline to cure that deficiency regardless of whether that deficiency is identified within 15 Business Days of the close of the Customer Review Period or sometime after.

BPA declines to make additional edits to the Commercial Readiness Business Practice in response to this comment.

2. Customers Face Sudden Death for Commercial Readiness Demonstrations Deemed Inadequate By BPA.

BPA proposes to add: “BPA will only accept a single Commercial Readiness demonstration submission for each Interconnection Request during a single Customer Review Period.” It also proposes to change the language concerning a Customer’s failure to provide a Commercial Readiness demonstration that is correct in every detail so that any error, no matter how small, results in the Customer’s ejection from the queue: “Interconnection Customer’s failure to submit a demonstration of Commercial Readiness during the applicable Customer Review Period or failure to meet all applicable standards in a demonstration of Commercial Readiness will result in BPA deeming the request withdrawn.” The upshot is that BPA proposes to allow Interconnection Customers one shot at demonstrating Commercial Readiness, and if BPA finds the demonstration insufficient in any way, the Customer is automatically withdrawn from the queue, no matter how small or inconsequential the error. In fact, there is not even any allowance for Commercial Readiness filings that are slightly late because of, for example, a power outage or internet malfunctions, or other factors beyond the Customer’s control. In short, if BPA deems the one Commercial Readiness demonstration deficient in any way, the Customer’s Interconnection Request is rejected without any ability to correct the demonstration. And the Interconnection Customer has no redress because the forced withdrawal is automatic, with no provision for invoking the OATT’s dispute resolution procedures.

This result is obviously unfair since it punishes Interconnection Customers for even small, non-substantive errors and it provides no recourse if BPA rejects the Commercial Readiness demonstration incorrectly or even accidentally. This creates unnecessary risk for Interconnection Customers, and therefore drives needed investment away from the region. Finally, it is inconsistent with the LGIP, which allows the Interconnection Customer 15 days to cure any problems with its Commercial Readiness Demonstration and to invoke the OATT’s dispute resolution provisions.³ These provisions materially change the OATT and including them in a Business Practice rather than in an amendment to the OATT is therefore a clear violation of the rule of reason.

³ BPA OATT, Attachment L (LGIP) at § 3.7.

BPA Response 23

BPA clarifies that the edits to Section C of the Commercial Readiness Business Practice do not alter the tariff-provided timeline and mechanisms for addressing deficiencies or remove a customer's ability to utilize dispute resolution procedures. Revisions to the Commercial Readiness Business Practice intend to clarify that BPA will find a demonstration of Commercial Readiness deficient if (1) a demonstration is not submitted within the required timeline or (2) a demonstration does not meet the substantive standards outlined in the tariff and business practice. Section C.8 of the Commercial Readiness Business Practice references Section 3.7 of the LGIP to clearly identify that if BPA finds a deficiency in a Commercial Readiness demonstration, BPA will deem the Interconnection Request withdrawn and provide the Interconnection Customer notice that the request is deemed withdrawn along with the reasons why. Interconnection Customer then has fifteen (15) Business Days to cure the deficiency.

Finally, BPA would like to highlight that the Customer Review Periods are ninety (90) Calendar Days long. A customer that chooses to submit demonstrations at the end of the period accepts the risk that some intervening force may prevent its demonstration from being submitted within the tariff required window.

BPA declines to make edits to the Commercial Readiness Business Practice in response to NewSun and PRITCA's comment.

Please see BPA Responses 13, 19, and 20 in this Response to Comments – Commercial Readiness document.

3. The Proposed Evidence Requirements for Commercial Readiness Demonstrations Are Overly Prescriptive.

BPA proposes several changes in Section A of the Business Practice, which governs evidence requirements for demonstrating commercial readiness, that are likely to prove entirely unworkable, or at least highly problematic.

First, BPA proposes to change the requirement that the site address for equipment that has been purchased by the Interconnection Customer to be listed on equipment orders to a requirement that a purchase order must “identify delivery location as the site address as identified on the Interconnection Request.” In many cases, especially for large projects, equipment may be delivered to a lay-down area that may have a different address than the project addressed in the Interconnection Request or the equipment may need to be stored in a warehouse until construction has progressed to the point that the equipment can be installed. BPA should withdraw this language and, where the delivery address and site address are different, allow the Interconnection Customer to make an alternative showing, such as a signed declaration of a corporate officer attesting that the address of a project's laydown area is different than the project's address listed in the Interconnection Request.

BPA Response 24

BPA notes that the proposed revision to Section A.2.e.iv of the Commercial Readiness Business Practice did not change the pre-existing standard and merely added language to make explicitly clear that the requirement that a purchase order include the site address is verified by referencing the site address in the Interconnection Request. The site-specific purchase order Commercial Readiness Milestone Option allows a customer to identify that

equipment specific to the project at issue is purchased. The delivery of equipment to the site address helps verify that the equipment is specific to the project at that address. In response to NewSun and PRITCA's suggestion that BPA allow customers to make an alternative showing, BPA notes that the business practice already includes a mechanism for the Interconnection Customer to make an alternative showing if the equipment is being stored elsewhere. If the site address is not on the purchase order, the customer may prove the equipment is for the project by identifying the information in Section A.e.iv.1.

BPA declines to make edits to Section A.2.e.iv of the Commercial Readiness Business Practice in response to NewSun and PRITCA's comment.

See BPA Response 16 in this Response to Comments – Commercial Readiness document.

Second, BPA proposes to add language requiring that the equipment identified in the equipment order must “match the equipment Interconnection Customer has identified in the Interconnection Request, models, and diagrams.” While this language is not entirely clear, the intention appears to be that the equipment order must match the make, model, and design identified in the Interconnection Request. This is unduly restrictive because it will prevent the Interconnection Customer from purchasing newer, better, less expensive, or more efficient models of equipment as they become available. And these improvements may be significant considering that the generator may not come online for many years after the Interconnection Request is initially submitted. BPA's real concern should be that the equipment matches the technical parameters assumed in its interconnection studies (equipment capacity, reactive power, etc.), not that the equipment is of a particular make or model. In fact, the proposed language in Section A(2)(e)(v)(4), which addresses the “technical parameters” of transformers, takes the correct approach. BPA should simply require that equipment delivered to site match the technical parameters of the equipment specified in the Interconnection Request.

BPA Response 25

BPA clarifies that the Section A.e.v.2 of the Commercial Readiness Business Practice requirement that equipment in a site-specific purchase order match the equipment identified in the Interconnection Request, models, and diagrams does not refer to make and model of equipment, which are not captured in the models or diagrams.

BPA further notes that this section does not prevent a customer from purchasing different equipment. If a customer relies on a site-specific purchase order to demonstrate Commercial Readiness but later purchases different equipment, the customer may continue using the site-specific purchase order Commercial Readiness Milestone Option by providing a purchase order for the different equipment. Changes to projects must be approved in some instances and changes to information must be updated in the Interconnection Request, models, and diagrams, as appropriate. Please refer to Section L of the Transition Process Business Practice for details on the modifications process.

The site-specific purchase order Commercial Readiness Milestone Option allows a customer to identify that equipment specific to the project was purchased. A purchase of equipment that does not reflect the current project design does not demonstrate readiness for the project that the customer represented it intends to build. If a customer cannot demonstrate the site-specific purchase order Commercial Readiness Milestone Option, it may utilize one of the other Commercial Readiness Milestone Options available.

See BPA Response 18 in this Response to Comments – Commercial Readiness.

Third, BPA's proposed language requires that transformers be sized to "allow for the full MW of requested Interconnection Service and reactive power." This language should be stricken as unnecessary because the point of the Commercial Readiness showing is to demonstrate that the Interconnection Customer has made substantial investments in a project, which shows that a project is commercially viable because the developer is willing to invest substantial amounts of scarce capital in purchasing equipment for the project, not that the equipment matches some detailed set of specifications. And it is redundant with language in the LGIA, which specifies the capacity, voltages, and other parameters that an interconnecting project must meet.

If BPA retains this language, it should be modified substantially. At least for solar projects, the amount of power that can be delivered to the grid is governed by the inverter, not the transformers. Accordingly, BPA should modify this proposal to make clear that the project should have a maximum capacity matching the maximum capacity identified in the Interconnection Request, and should clarify that this maximum may be governed by the project's inverters or other equipment limiting project output, which may include but is not limited to the project's transformers.

BPA Response 26

BPA declines to make additional edits to the Commercial Readiness Business Practice in response to NewSun and PRITCA's comment.

The site-specific purchase order Commercial Readiness Milestone Option allows a customer to identify that equipment specific to the project at issue is purchased. In submitting an Interconnection Request, customers attest in the Generation Model and Performance Attestation for a Generating Facility, Attachment A to Appendix 1 to the LGIP, that the Generating Facility will be designed to meet performance requirements in BPA's STD-N-000001, including reactive power standards. A purchase of equipment that does not reflect the project design, including allowances for reactive power, does not demonstrate readiness for the project that the customer represented it intends to build. If a customer cannot demonstrate the site-specific purchase order Commercial Readiness Milestone Option, it may utilize one of the other Commercial Readiness Milestone Options available.

BPA notes that a solar project may utilize a site-specific purchase order for either a transformer or inverter. If a purchase of a transformer or inverter does not enable the full MW of the Interconnection Request, the demonstration of the site-specific purchase order Commercial Readiness Milestone Option will be deficient.

Please refer to BPA Response 18 in this Response to Comments – Commercial Readiness document.

Conclusion

We urge BPA to revisit and revise the proposals to modify its Commercial Readiness Business Practice discussed above. Some of the proposals would materially modify provisions of BPA's OATT and therefore cannot properly be included in a Business Practice. Other proposals depart from reasonable commercial practice and therefore should be modified if not dropped entirely.

BPA Response 27

BPA disagrees that the proposed revisions to the Commercial Readiness Business Practice modify provisions of the tariff. BPA clarified how its proposed revisions are appropriately achieved through business practice revisions in BPA Responses 20, 21, 22, 23, 24, 25, and 26 of this Response to Comments – Commercial Readiness document.