

# **Response to Comments – Site Control**

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## **BPA Transmission Business Practice**

Version 2

Posted 8/18/2025

## Response to Comments – Site Control

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### Version 2

This document contains comments and BPA responses regarding Version 2 of the Site Control 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)

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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

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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.

#### Site Control Version 2

NIPPC supports the clarifications to the Site Control requirements in Section A. NIPPC understands that these changes reflect lessons that BPA learned in processing customers' proof of site control submitted for the Phase One Transition Cluster Study. These clarifications will assist customers in ensuring that they have assembled all the documentation they need to demonstrate site control as they enter an interconnection cluster study.

During the negotiations towards the eventual settlement of TC-25, BPA staff consistently stressed the need for customers to demonstrate "exclusive" site control. Many of the proposed changes are consistent with this settlement principle and provide important clarifications to customers regarding BPA's expectation that site control is "exclusive". This clarity will in turn allow customers to collect, organize and maintain all the documentation of site control that they will need to submit to BPA well in advance of a deadline in the process.

NIPPC does not object to the more detailed requirements for the Google Earth Site Plan Map. NIPPC recognizes that the proposed requirements are reasonable and will speed processing by BPA staff.

NIPPC also does not object to the greater detail regarding requirements for projects that do not meet the standard site size requirements. These proposed changes will assist customers who do not meet the site size requirements to ensure that the substitute documentation they provide BPA clearly establishes that their project(s) can be developed on their site

#### **BPA Response 1**

BPA appreciates NIPPC submitting comments in support of the proposed edits to the large generator interconnection business practices. As NIPPC notes, the edits to the Site Control Business Practice intend to provide customers with clarity on how to meet the requirements that were agreed to by regional stakeholders in the TC-25 Settlement Agreement and were adopted in BPA's tariff in the TC-25 Tariff Proceeding Administrator's Final Record of Decision. BPA believes these edits will support a more efficient process to verify that customers have met requirements to proceed in the interconnection process.

## 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.<sup>1</sup> 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.

<sup>1</sup> 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-relatedness 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 – Site Control 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):

#### **Site Control V2**

- **Section A.1.b** – Clarify that this section applies only to an Interconnection Request relying on more than one non-contiguous site.

#### **BPA Response 4**

Section A.1.b. of the Site Control Business Practice clearly identifies that if a customer is using a site with non-touching or non-adjacent parcels it must meet the requirements outlined in the section. An Interconnection Customer must identify the land that makes up a site and explain how any non-contiguous portions will be available for use to develop a large generator project. BPA declines to make any changes to the section in response to NewSun's comment.

- **Section A.1.c** – This requirement does not align with how Generating Facilities are sited and permitted. There are various ways to obtain land use authorizations, not all of which are re-zoning of property, and most facilities are sited through conditional use

permitting or state-level site certificates. Whether a facility can be permitted within a zone depends on each individual county's zoning code. BPA should clarify what this proposed requirement is intended to address and BPA's proposed evaluation criteria. Requiring an Interconnection Customer to explain its proposed permitting pathway is unreasonable and unnecessary as BPA is not a land-use authority and interconnection and site control may occur in advance of facility permitting as the BPA interconnection process often takes much longer than the permitting process.

#### **BPA Response 5**

In response to NewSun's comment that land use authorizations may be achieved through means other than rezoning of land, BPA adopts the following adjustment to Section A.1.c. of the Site Control Business Practice.

Section A.1.c of the Redline document read: All land making up a site must be designated with the appropriate zoning classification to allow the development, construction, operation, and maintenance of the Generating Facility or Interconnection Customer must demonstrate ongoing efforts with the local jurisdiction to rezone the site to ensure the Generating Facility can be developed, constructed, operated, and maintained on the site and that those efforts will not delay the development of the Generating Facility.

In response to this comment, the new Section A.1.c reads (addition bolded): All land making up a site must be designated with the appropriate zoning classification to allow the development, construction, operation, and maintenance of the Generating Facility or Interconnection Customer must demonstrate ongoing efforts with the local jurisdiction to rezone the site **or remove the usage restriction** to ensure the Generating Facility can be developed, constructed, operated, and maintained on the site and that those efforts will not delay the development of the Generating Facility.

BPA notes that in shifting to a first-ready, first-served clustered model, a customer must demonstrate readiness to proceed with an interconnection, including identification of the site the project will use. A customer that attempts to utilize land not zoned for its proposed facility has not demonstrated a land right to develop, construct, operate, and maintain the Generating Facility. BPA finds it reasonable to require customers to address zoning issues before submitting an Interconnection Request or to explain how the customer will be able address the zoning limitation.

Please refer to BPA Response 25 in this Response to Comments – Site Control document.

- **Section A.1.d** – Clarify minimum requirements for Co-Location agreements. See comments on Section A.4 below.

#### **BPA Response 6**

BPA declines to make edits to the Site Control Business Practice to provide additional detail on the requirements for co-location agreements at this time but will consider adding details in the future. BPA suggests NewSun refer to the Site Control definition in Section 1 of the LGIP to identify the basic requirements of how Co-Located Resources demonstrate Site Control.



- **Section A.1.e** – Clarify layout requirements for shared site control. Is a general project boundary sufficient?

#### **BPA Response 7**

In response to NewSun's suggestion, BPA has added a citation to clarify the site plan map requirements for situations where multiple Interconnection Requests by different Interconnection Customers share a site. The section identified as Section A.1.e of the Site Control Business Practice in the Redline document will be finalized as Section A.1.d.i to clarify that it expounds on Section A.1.d, when Interconnection Requests by different Interconnection Customers share a site.

Section A.1.e of the Redline document read: Each Interconnection Customer must meet all requirements of this business practice, including site plan map requirements identifying the layout allowing multiple Generating Facilities to utilize the site.

In response to this comment, the new Section A.1.d.i reads (addition bolded): Each Interconnection Customer must meet all requirements of this business practice, including site plan map requirements identifying the layout allowing multiple Generating Facilities to utilize the site **as outlined in Section B.3.**

- **Section A.3.a** – Include a cross-reference to Section A.4.

#### **BPA Response 8**

BPA declines to adopt a cross-reference in response to NewSun's suggestion because Sections A.3.a. and A.4. address different topics. Sections A.3.a. and A.4. address the identity of the entity granting a land right and the identity of the entity receiving a land right respectively. Section A.3.a identifies that BPA will only accept documents as evidence of Site Control if the entity granting a right to use land is the titled landowner or if the customer is the titled landowner. Section A.4 identifies that the entity being granted the right to use land in the document evidencing Site Control must be the Interconnection Customer associated with the Interconnection Request.

- **Section A.3.b** – Section A.3.b.viii.3 should be deleted because project specifications – especially nominal facility capacity – provided in a Plan of Development are preliminary and can change throughout the right-of-way review process with BLM.

#### **BPA Response 9**

BPA declines to delete Section A.3.b.viii.3 in response to NewSun's suggestion. If a conveyance in a document used to evidence Site Control identifies a restriction, such as identification of a conveyance of land for the development of a project with a particular fuel type or MW size, BPA will only recognize a land right to develop a Large Generating Facility of the fuel type and size expressed in that document. BPA will not assume that restrictions identified in documents establishing land rights are changeable at the Interconnection Customer's discretion.



- **Section A.3.c.i.5** – Clarify whether this section (“Request to a public land entity for site control”) is the same or different as Section A.3.c.ii and what types of site control evidence this section is intended to exclude.

#### **BPA Response 10**

BPA did not propose any edits to the pre-existing language of Section A.3.c.i.5 of the Site Control Business Practice and considers changes to that section to be out of scope for this round of business practice edits. BPA clarifies that Sections A.3.c.i.5. and A.3.c.ii. address different situations. BPA declines to modify the Business Practice language in response to this comment at this time but may consider future edits to further clarify Business Practice language.

Please refer to BPA Response 11 in this BPA Response to Comment – Site Control document regarding edits to clarify the meaning of Section A.3.c.ii of the Site Control Business Practice, which addresses part of NewSun’s request for clarification.

- **Section A.3.c.ii** – Licenses or similar documents issued by a state agency where the underlying property is owned by such agency should qualify as evidence of site control. State land agencies own hundreds of thousands of acres in locations that may be served by BPA. Disallowing state authorizations arbitrarily removes valid land positions from qualifying as site control, and conflicts with BPA’s proposal to include BLM site control.

#### **BPA Response 11**

In response to NewSun’s comment that state land use authorizations may be achieved through documents titled licenses, BPA adopts the following adjustments to Section A.3.c and Section A.3.c.ii of the Site Control Business Practice.

Section A.3.c of the Redline document read: “The following are examples of documents that will not establish evidence of Site Control:”

In response to this comment, the new Section A.3.c now reads (addition bolded): “**In determining if a document evidences Site Control, BPA will evaluate the content of the document, rather than its title alone.** The following are examples of documents that will not establish evidence of Site Control:”

Section A.3.c.ii of the Redline document read: “License.”

In response to this comment, the new Section A.3.c.ii now reads (addition bolded): “**Document indicating that the entity granting the land right may revoke the grant at will, such as a** license.”

BPA’s edit intends to make clear that its evaluation of whether a document meets the definition of Site Control is based upon the substance of a document rather than how the document is titled. BPA’s edit intends to make clear that licenses, which are generally revocable at will, do not meet the definition of Site Control because an Interconnection Customer must demonstrate a land *right* to develop construct, operate, and maintain the Generating Facility *for the term of the expected operation*. If state land agencies grant a land right through a document titled a “license” but the grant is not revocable at will and the document identifies a term meeting the definition of Site Control, the Interconnection

Customer can explain that document meets the Site Control definition under Section 3.C of the Site Control Demonstration form, Exhibit A to the Site Control Business Practice.

- **Section A.3.c.iii** – BLM should accept purchase agreements as valid early-phase site control. Purchase agreements are binding commitments to purchase property and are akin to an Option to Purchase, which BPA allows under Section 3.b.iv. It would be illogical to allow an Option to Purchase but not a Purchase Agreement, especially when Section A.5 addresses ongoing validity of the Option Period. BPA could include a similar requirement to demonstrate that a Purchase Agreement remains valid or has been extended.

### **BPA Response 12**

BPA declines to change the proposed language in the Site Control Business Practice in response to NewSun's suggestion.

BPA notes that it has adopted language in Section A.3.c to clarify that the substance of a document, rather than its form, determines if Site Control is met. If an Interconnection Customer has documentation that it believes is analogous to an option to purchase, the Interconnection Customer may submit that document and explain how it has provided proof meeting the definition of Site Control.

BPA notes that purchase agreements generally reflect an immediate commitment to purchase and, as such, may not outline mechanisms to extend the purchase. In contrast, option agreements envision a future decision to commit to a purchase and usually explicitly outline extension mechanisms. BPA finds it reasonable to require customers to close purchases before entering the interconnection queue when a customer has committed to a purchase and has not contractually addressed extension rights.

BPA's Cluster Request Window remains largely open in each 3-year period that BPA runs a cluster study in. Please refer to Section 4.2 of the LGIP. BPA does not believe that requiring customers to close a purchase before entering the queue is unduly burdensome. This approach will reduce administrative burden by removing the need to track whether sales have closed and align with a first-ready, first-served interconnection approach.

Please refer to BPA Comments 11 in this Response to Comments – Site Control document.

- **Section A.4** – Accept documentation under affiliated legal entities if corporate control is demonstrated.

### **BPA Response 13**

BPA notes that the addition to Section A.4 of the Site Control Business Practice makes minimal change to the pre-existing standard. BPA's proposed addition of Section A.4.a. intends to provide additional detail on the format by which a customer may demonstrate the relationship between the entity granted an exclusive land right and the Interconnection Customer by clarifying that BPA may accept an attestation or Officer's Certificate. The proposed edit does not address the required relationship between entities. BPA declines to change the proposed language in Section A.4. of the Site Control Business Practice in response to NewSun's suggestion at this time but may consider future edits to provide further detail.

Please refer to BPA Response 27 in this Response to Comments – Site Control document.

- **Section A.5** – Allow estoppel letters or signed landowner confirmations as valid proof of extension.

**BPA Response 14**

Section A.5. of the Site Control Business Practice requires an Interconnection Customer utilizing an option to lease or purchase to demonstrate a presently maintained option. If an estoppel letter or other document represents an extension of an option term required to maintain the option, Interconnection Customer may explain how it has met this standard in completing Section 3.b.I. of the Site Control Demonstration form, Exhibit A to the Site Control Business Practice.

BPA declines to change the proposed language in the Site Control Business Practice in response to NewSun's suggestion as the proposed language adequately addresses the topic.

See BPA Response 28 in this Response to Comments – Site Control document.

- **Section A.6** – Clarify that multi-LGIR per site tests are acreage-based.

**BPA Response 15**

BPA declines to adopt any edits in response to NewSun's comment. BPA clarifies that each Interconnection Customer must demonstrate Site Control over a site of sufficient size, which is appropriately captured in Section A.6 of Site Control Business Practice. If multiple Interconnect Requests are on a site, each request must meet acreage requirements separately. BPA may consider whether additional business practice clarifications are needed in the future.

- **Section A.6.b** – Modify the standard for usable acres that qualify as site control. Existing land features such as roads (especially if private), smaller water bodies, and other physical characteristics can be modified or moved during the development of a project. More importantly, existing Rights of Way or Easements can be modified or extinguished. BPA should conduct further evaluation to understand what physical site characteristics are not changeable such that they should be excluded from usable acreage.

**BPA Response 16**

BPA notes that the proposed Sections A.6.b and B.3.a of the Site Control Business Practice and Section 2 of the Site Control Demonstration form, Exhibit A of the Site Control Business Practice, require that Interconnection Customers identify the portions of a site that cannot be used and exclude those portions in evaluating the site size. If the Interconnection Customer intends to move or modify small roads or water bodies on the site, making those portions usable, those portions of the site would not be excluded under this standard. BPA may make future edits to further clarify this standard as needed.

See BPA Responses 19 and 29 in this Response to Comments – Site Control document.

- **Section B.1.b** – Define “material change” and relevant update timeframes.

#### **BPA Response 17**

BPA did not propose any edits to Section B.1.b. of the Site Control Business Practice in this round of business practice edits and considers it to be out of scope. BPA declines to modify the Business Practice language in response to this comment at this time but may consider future edits to further clarify.

- **Section B.3.a.ii.1** – Clarify if parcel number refers to tax lot ID or other systems.

#### **BPA Response 18**

In response to NewSun’s comment, BPA adopts the following changes to Section B.3.a.ii.1 of the Site Control Business Practice.

Section B.3.a.ii.1 of the Redline document read: “Each parcel must be labeled to identify the parcel number, the title of the file containing the document establishing the right to the parcel, and the acreage of the parcel.”

In response to this comment, the new Section B.3.a.ii.1 now reads (addition bolded): “Each parcel must be labeled to identify the parcel number **identified in the document establishing the right to the parcel**, the title of the file containing the document establishing the right to the parcel, and the acreage of the parcel.”

BPA clarifies that the requirement that the parcel number be provided on the maps is to allow easy verification that a document evidencing Site Control has provided the right to the parcel. BPA declines to specify the required system for identifying parcels in acknowledgment that different documents may identify parcels using different systems.

- **Section B.3.a.iii** – See comments on Section A.6.b above.

#### **BPA Response 19**

See BPA Response 16 in this Response to Comments – Site Control document.

- **Section B.3.a.iv** – What is the purpose of requiring Interconnection Customer to identify nominal locations of collector stations and lines at this stage in development?

#### **BPA Response 20**

Section B.3.a.iv. of the Site Control Business Practice requires that site maps identify the collector station or collector stations and connecting lines to provide a mechanism to ensure the coordinates of the Generating Facility identified in the Interconnection Request are within the site and that the proposed project matches information in the models. The location of the collector station reflected in the coordinates of the Generating Facility is a key piece of information in the study, reflected in the Interconnection Request and models, and is used to identify the Point of Interconnection. The existence of multiple collector stations and distances between those stations are important inputs in the study. Identifying those items on the site map helps BPA confirm that those collector stations are within the site and reflected in the models.

BPA notes that the location of the collector station should not be nominal; the Interconnection Customer should set the location of the collector station or collector stations based on best available information. In shifting to a first-ready, first-served, clustered interconnection model,

Interconnection Customers must develop projects to the appropriate level of readiness before entering the queue. Moving the location of the coordinates of the Large Generating Facility requires a request for Material Modification analysis and could result in the withdrawal of the request.

BPA declines to make any edits to Section B.3.a.iv. in response to NewSun's comment.

- **Section D.1.a.ii.1** – Preliminary PE-stamped layouts should suffice for early development stages.

### **BPA Response 21**

A key feature of the definition of Site Control is that the site be of sufficient size to develop the project. As agreed to in Section 4.a.ii of Appendix 1 of the TC-25 Settlement Agreement, BPA developed Section A.7 of the Site Control Business Practice to establish default acreage requirements for each fuel type. The acreage requirements for each fuel type reflect the number of acres that establish a site is of sufficient size for a project without requiring the customer to demonstrate any evaluation of its proposed project fitting on the site.

Also agreed to in TC-25 Settlement Agreement, Section 4.a of Appendix 1, BPA may choose to accept a site plan drawing depicting the proposed generation arrangement of a project when an Interconnection Customer intends to use a site that does not meet the baseline acreage requirements. The site plan must be stamped by a Professional Engineer licensed in the state where the facility will be located. The acreage dispute mechanisms outlined in Section D of the Site Control Business Practice provide an alternative path when the customer has done enough project planning to clearly demonstrate that the site is large enough for the proposed project, consistent with the TC-25 Settlement Agreement. BPA finds its requirement that an Interconnection Customer evaluate the use of its site to the level of detail required by Section D of the Site Control Business Practice to be reasonable in light of the purpose of the mechanism as an alternative to the default option.

BPA declines to make edits to Section D.1.a.ii.1 of the Site Control Business Practice in response to NewSun's comment.

Please refer to BPA Responses 30 and 37 in this Response to Comments – Site Control 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 22**

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 – Site Control 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 23**

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.

## **III. Site Control, V2**

RNW also supports BPA's proposed changes to the Site Control Business Practice. These changes include clarity on (1) the need for customers to demonstrate and maintain exclusive site control; (2) the requisite documentation evidencing site control; and (3) customer responsibilities and required documentation in the event that a project does not meet site size requirements. Again, these revisions appear to draw from BPA's experience to date in implementing TC-25 reforms and incorporate reasonable, pragmatic changes that clearly articulate requirements to streamline the process for BPA and customers.

With respect to the proposed changes to Section A on site control requirements, several of these changes are aligned with a core principle emphasized by BPA staff during the TC-25 settlement process that site control be exclusive. Together with the Site Control Demonstration Form, these changes set forth a clear list of required documentation and expectations.

The proposed changes in Section B on Site Control Submittal are generally geared toward facilitating timely review of required documentation by BPA staff. These changes include providing Site Plan maps in colors and sizes that enable key portions to be easily decipherable and ensuring clear labeling of parcels, generating facilities, and unusable portions of a site. In addition, BPA clarifies that if there is any material change to previously provided evidence of site control, customers must submit updated documentation. RNW finds all these changes to be reasonable, common-sense additions to the Site Control Business Practice.

### **BPA Response 24**

BPA appreciates RNW submitting comments in support of BPA's proposed edits to Site Control Business Practice. As RNW notes, the edits to the Site Control Business Practice



intend to provide customers with clear identification of information that must be demonstrated to meet standards.

## **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.

#### **Site Control V2**

Clearway is largely supportive of the intent of BPA’s proposed revisions to the Site Control Business Practices. There are several minor points of clarification or recommended edits that are necessary to ensure that site control is exclusive.

Under Section A.1c & Exhibit A, the proposed revisions require all parcels to be zoned appropriately or show active rezoning efforts that will not delay development. Other markets allow early-stage projects to initiate rezoning and demonstrate ongoing efforts. Clearway recommends that BPA clarify what qualifies as ongoing efforts to demonstrate active rezoning and allow for reasonable rezoning timelines, especially where delays are not expected to be material.

#### **BPA Response 25**

BPA’s proposed language in Section A.1.c of the Site Control Business Practice allows an Interconnection Customer to demonstrate Site Control on sites not zoned for the proposed facility if the customer demonstrates ongoing efforts to rezone and shows that those efforts will not delay the development of the project. BPA believes this language strikes the correct

balance between providing a mechanism to demonstrate Site Control in such instances and ensuring the customer's proposed site will not delay the interconnection process.

BPA may consider whether further clarification of ongoing efforts is needed in a future business practice edit.

Please refer to BPA Response 5 in this Response to Comments – Site Control document.

Within Section A.3c, the proposed revisions exclude Letters of Intent (“LOI”), Memorandum of Understanding (“MOU”), licenses, and purchase agreements as valid site control at queue entry. Most other markets allow these agreements as sufficient to demonstrate site control at queue entry and require additional evidence of site control at a later milestone. BPA should clarify that these conditional documents are allowed at application and require a different form of evidence to demonstrate site control by the Facilities Study stage.

### **BPA Response 26**

BPA notes that the pre-existing Section A.3.c of the Site Control Business Practice identified that Letters of Intent and Memorandum of Understanding do not establish evidence of Site Control and BPA has not proposed changes to this standard. BPA's proposed edits to Section A.3.c.i intend to clarify that non-binding documents do not establish Site Control.

To provide further clarity, in response to this and other comments, BPA has adopted language to Section A.3.c to clarify that the content of a document, rather than its title, is evaluated to determine if Site Control is met. Please refer to BPA Response 11 of this Response to Comments – Site Control document.

BPA believes that licenses and purchase agreements should not establish Site Control at any point in the study process. BPA notes that customers must demonstrate Site Control to enter the queue and must retain Site Control throughout the interconnection process to proceed. Allowing a lower standard to enter the queue would conflict with the tariff requirement and undermine the first-ready, first-served process BPA adopted in the TC-25 Tariff Proceeding.

Please refer to BPA Responses 11 and 12 of this Response to Comments – Site Control document, regarding licenses and purchase agreements.

Under Section A.4 & Exhibit A Section 3, the proposed revisions allow BPA to reject site documents that are not in the exact name of the Interconnection Customer. This requirement is out of line with other markets which allow documentation in an affiliate's name when accompanied by corporate structure certification. Clearway requests that BPA clarify that it will accept documentation from affiliated entities with appropriate attestations.

### **BPA Response 27**

BPA notes that the addition to Section A.4 of the Site Control Business Practice makes minimal change to the pre-existing standard. BPA's proposed addition of Section A.4.a. intends to provide additional detail on the format by which a customer may demonstrate the relationship between the entity granted an exclusive land right and the Interconnection Customer by clarifying that BPA may accept an attestation or Officer's Certificate. The proposed edit does not address the required relationship between entities. BPA declines to change the proposed language in Section A.4. of the Site Control Business Practice in

response to Clearway's suggestion at this time but may consider future edits to provide further detail.

Please refer to BPA Response 13 in this Response to Comments – Site Control document.

The proposed revisions at Section A.5 & Exhibit A Section 3.B.I require all option periods to be exercised and the term to cover the full operational period. Most markets accept options with unilateral extension rights or milestone triggers. BPA should clarify that it will accept valid options with clear extension terms or milestone-based triggers rather than requiring all options to be exercised.

#### **BPA Response 28**

Section A.5. of the Site Control Business Practice requires an Interconnection Customer utilizing an option to lease or purchase to demonstrate a presently maintained option. If an option has unilateral extension rights or milestone triggers, Interconnection Customer may explain how it has met the standard in completing Section 3.b.I. of the Site Control Demonstration form, Exhibit A to the Site Control Business Practice, which provides room for a customer to narratively explain how it has extended an option or attach documents with those explanations.

BPA declines to change the proposed language in the Site Control Business Practice in response to Clearway's suggestion as the proposed language adequately addresses the topic.

See BPA Response 14 in this Response to Comments – Site Control document.

Within Section A.6.b-c, & B.3, the proposed revisions require detailed mapping and acreage subtraction for unusable areas, such as roads, wetlands, and third-party Rights of Way. While Clearway understands the importance of demonstrating site exclusivity, this level of detail is a significantly increased burden at the application stage. Clearway recommends that this requirement be eliminated or paired down at the application phase, instead BPA should allow developers to demonstrate usable acreage later in the process when design and survey work are further along. For example, this evidence could be required by the Facilities Study Stage rather than at application.

#### **BPA Response 29**

BPA notes that the proposed Sections A.6.b and B.3.a of the Site Control Business Practice and Section 2 of the Site Control Demonstration form, Exhibit A of the Site Control Business Practice, require that Interconnection Customers identify the portions of a site that cannot be used and exclude those portions in evaluating the site size. BPA believes that generic mapping tools should be sufficient to identify the unusable portions of a site at the initial application and does not believe this standard to be unduly burdensome on customers.

BPA declines to make edits in response to Clearway's comment at this time but may consider making future edits to further clarify this standard as needed.

Please refer to BPA Responses 16 and 19 in this Response to Comments – Site Control document.

Under Section A.7, D.1-D.3, the proposed revisions require both a PE-stamped layout and supplemental evidence to dispute site control acreage requirements. Clearway recommends that BPA accept either a stamped layout by a PE or supplemental design documentation; both should only be required unless there is a need to move to the formal acreage dispute process.

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

### **BPA Response 30**

BPA believes that the Section D.1.b requirement that customers provide evidence of the equipment footprint used in a site plan drawing stamped by a Professional Engineer should not be unduly burdensome to meet.

A key feature of the definition of Site Control is that the site be of sufficient size to develop the project. When a customer cannot meet the default acreage requirements, the acreage dispute mechanisms outlined in Section D of the Site Control Business Practice provide an alternative path if the customer has done enough project planning to clearly demonstrate that the site is large enough for the proposed project. BPA finds its requirement that the Interconnection Customer evaluate the use of its site to the level of detail required by Section D of the Site Control Business Practice to be reasonable in light of the purpose of the mechanism as an alternative to the default option.

BPA declines to make edits to Section D of the Site Control Business Practice in response to Clearway's comment at this time but will consider future clarifications as needed.

Please refer to BPA Responses 21 and 37 in this Response to Comments – Site Control 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 Site Control**

NewSun Energy Transmission Company LLC ("NewSun"), and the Pacific Northwest Renewable Interconnection & Transmission Customer Advocates ("PRITCA") provide the following comments on the BPA's proposed changes to its Transmission Business Practice on Site Control.

#### **About Us**

NewSun and PRITCA (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 scoping and study

report meetings involving wind, solar, geothermal, battery storage and pumped storage projects ranging in size from 20 to 600 MW. PRITCA also includes 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 (“LGIA”), 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

The Commenting Parties are deeply concerned about a number of changes proposed in BPA’s Site Control Business Practice, which would impose numerous additional strictures on how Interconnection Customers can demonstrate Site Control, provides no recourse if BPA errs in its determination about whether the demonstration of Site Control is adequate, and provides no flexibility for Interconnection Customers to remedy problems related to Site Control that may crop up during the project development process. The proposed changes in the Site Control Business Practice go well beyond day-to-day administrative practices that should be included in Business Practices and, along with the other Business Practice changes proposed by BPA, fundamentally alter how BPA handles Transmission Requests in a manner that threatens to undermine investment in renewable generation that is desperately needed to meet the Northwest’s aggressive goals for decarbonization of its electricity sector.

## 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.”<sup>1</sup> Many of the provisions included in the Business Practice, notably including changed deadlines, limitations on access to dispute resolution, and heightened requirements for demonstrating site control, belong in BPA’s OATT and not in its Business Practices, because those changes 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.”<sup>2</sup>

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

<sup>2</sup> 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 31**

BPA disagrees that the proposed changes to the Site Control business practice significantly affect rates or services such that they would require inclusion in the tariff. BPA believes the proposed changes are appropriate topics for a business practice change. NewSun and PRITCA's comments appear to misunderstand aspects of the proposed business practice changes, as BPA has not changed any tariff timelines, limited access to tariff-defined dispute resolution mechanisms, or heightened tariff-required information submissions. BPA clarifies its proposed edits in response to each of NewSun and PRITCA's comments below.

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.

BPA clarifies that it is not engaging in an abbreviated process for adopting these changes. BPA 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.

NewSun and PRITCA's comments do not identify how these proposed business practice changes will create barriers to transmission access. BPA does not believe the complexity or volume of modifications or stakeholder comments warrant additional comment.

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 32**

BPA again 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. Please refer to BPA Response 31 of this Response to Comments – Site Control document.

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 business practice 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 Mechanism for Resolving Unexpected Problems with Site Control.*

Proposed Section A(1) requires, without exception, that the Interconnection Customer maintain evidence of Site Control “throughout the interconnection process.” BPA’s apparent intent is to create a hair trigger, so that any problem with site control that crops up, no matter how unexpected or minor, requires BPA to eject the Interconnection Customer from the queue. That approach creates needless and unpredictable risk for project development, discouraging needed investment in the region. BPA should include in this Business Practice a clear mechanism to allow the Interconnection Customer to remedy any problems with site control and should not eject the Customer from the queue as long as that customer is making reasonable efforts to resolve the Site Control problem expeditiously. At a minimum, BPA must allow a sufficient period of time for the Interconnection Customer to correct any problems that arise before its queue position is terminated.

On this score, we note that BPA’s approach is far more stringent than the FERC OATT, which allows the Interconnection Customer to post a deposit in lieu of site control where an Interconnection Customer demonstrates that site control cannot be obtained because of regulatory limitations.<sup>3</sup> We urge BPA to adopt FERC’s approach in this instance, particularly because the predominance of federal lands in the Pacific Northwest creates regulatory limitations that often limit the ability to obtain full control of sites on those lands unless the developer is willing to go through lengthy environmental review and other administrative processes.

<sup>3</sup> Order No. 2023, Improvements to Generator Interconnection Procs. & Agreements, 184 FERC ¶ 61,054, at PP 605-610 (2023).

**BPA Response 33**

BPA clarifies that the proposed addition of Section A.1 of the Site Control Business Practice intends to clearly identify the tariff requirements that an Interconnection Customer maintain Site Control throughout the interconnection process. BPA proposed business practice edits to clarify this point but does not alter the mechanisms available for customers to cure deficiencies. Section 3.4.1 of the LGIP requires a customer to inform BPA of a material change in Site Control and notes that an Interconnection Request that no longer satisfies Site Control is deemed withdrawn. As outlined in Section 3.7 of the LGIP, after an Interconnection Request is deemed withdrawn, the relevant Interconnection Customer has 15 Business Days to cure the deficiency.

In Section 2.3.iii of Appendix 1 of the TC-25 Settlement Agreement, BPA, regional stakeholders, and customers explicitly agreed that BPA should not accept a deposit in lieu of



Site Control. BPA notes that the adoption of a deposit in lieu of Site Control would require adoption in a tariff proceeding following the requirements in section 212(i)(2)(A) of the Federal Power Act, as specified in Section 9 of BPA's Tariff. BPA further notes that its requirements allow customers to identify Site Control on federal lands. See Sections A.3.b of the Site Control Business Practice and BPA Response 35 of this Response to Comments – Site Control document.

BPA declines to adopt changes to the Site Control Business Practice in response to NewSun and PRITCA's comment.

## *2. The List of Unacceptable Documents Makes No Sense.*

Section A(3)(c) sets forth a list of documents that “will not establish evidence of Site Control,” which includes a “License,” a “Purchase Agreement,” a “Document Purporting to provide Interconnection Customer with land right granted from an individual/entity with an Option Agreement with the titled landowner,” and a “Document granting a person, in that person's individual capacity, a land right.” Each of these categories of documents, however, does establish a land right for the Interconnection Customer to construct its project, and it therefore makes no sense to list these as documents that do not establish a land right. In fact, the proposed approach makes so little sense, the Commenting Parties suspect it reflects a typographical error. The Commenting Parties therefore urge BPA to add the above categories of documents to the list of documents that will be considered to demonstrate site control.

### **BPA Response 34**

Regarding NewSun and PRITCA's suggestion that BPA accept licenses as evidence of Site Control, please refer to BPA Responses 11 and 26 in this Response to Comments – Site Control document.

Regarding NewSun and PRITCA's suggestion that BPA accept purchase agreements as evidence of Site Control, please refer to BPA Responses 12 and 26 in this Response to Comments – Site Control document.

In response to NewSun and PRITCA's comment regarding Section A.3.c.iv, BPA adopts the following adjustment to the Site Control Business Practice:

Section A.3.c.iv of the Redline document read: “Document Purporting to provide Interconnection Customer with a land right granted from an individual/entity with an Option Agreement with the titled landowner.”

In response to this comment, the new Section A.3.c.iv reads (additions bolded and removals stricken): “Document ~~P~~purporting to provide Interconnection Customer with a land right granted from an individual/entity ~~with an Option Agreement with~~ **that is not** the titled landowner.”

BPA notes that Sections A.3.a and A.3.c.iv of the Site Control Business Practice intend to clarify that BPA only accepts documents showing that the Interconnection Customer (1) is the titled landowner of the site or (2) has been granted a right from the titled landowner of the site. Please refer to BPA Response 8 in this Response to Comments – Site Control document.

Regarding NewSun and PRITCA's suggestion that BPA accept documents granting a person, in that person's individual capacity, a land right, BPA notes that the tariff requires the Interconnection Customer to have the right over a site. Section A.4 of the Site Control Business Practice clarifies that BPA will only accept documents establishing a land right for an entity other than the Interconnection Customer when there is a relationship warranting that treatment. BPA does not do business with persons in their individual capacities and finds its requirement that control over a site be held by a business entity to be reasonable and in line with industry, business, and legal norms.

### *3. Requirements for Governmental Land Leases Should Reflect Realities of Development on Those Lands.*

At least for the specific provisions governing offshore wind leases and Bureau of Land Management ("BLM") leases, the Business Practice recognizes that leases and easements on lands administered by governmental agencies have unique characteristics and the leasing process is substantially different than leasing on private land. BPA should expand the proposed language concerning BLM leases to cover all types of government-administered lands and should make clear that a developer who commits substantial resources to obtaining a governmental lease, as occurs when a developer executes a BLM Cost Reimbursement Agreement, has a sufficient commitment to seeing the governmental leasing process through and should be permitted to proceed with the interconnection process. This approach will permit time-consuming interconnection and governmental land acquisition processes to move forward at the same time. BPA's proposed approach, which addresses only the special characteristics of the BOEM and BLM leasing processes, and by implication therefore requires a lease from any other governmental agency to proceed all the way through the process to obtain binding lease rights before the interconnection process even begins. Such processes often last several years, which means that the years-long delays currently associated with the BPA interconnection process will be piled on top of the years-long effort generally required to lease government lands.

At best, stacking lengthy processes in this way will unreasonably delay development on governmental lands. At worst, it will render energy development on governmental lands infeasible, thus removing many of the best renewable resources from the table at a time when the region has set renewable energy goals that require development of extremely large quantities of generation on an expedited timeline. BPA should therefore, at a minimum, address the specific leasing practices of governmental agencies administering large land holdings in the Pacific Northwest, including the U.S. Forest Service, the Washington Department of Natural Resources, and the land management agencies of other states in the region. The Business Practice should also address how leases on Tribal lands, which contain a substantial portion of the region's highest-quality renewable resources, are handled for purposes of demonstrating site control.

#### **BPA Response 35**

BPA proposed changes to Section A.3.b of the Site Control Business Practice to clarify which documents establish Site Control for lands managed by the United States Department of Interior's Bureau of Land Management.

For documents not explicitly identified as capable of demonstrating Site Control under the Site Control Business Practice, customers may explain how a document meets the definition of

Site Control. BPA proposed Section 3.C in the Site Control Demonstration form, Appendix 1 of the Site Control Business Practice, for this express purpose. BPA believes its approach strikes the appropriate balance in providing clarity to customers while accounting for the unique ways in which governmental agencies or sovereigns may grant land rights.

As BPA gains experience in evaluating Site Control submissions and the cluster study process, it will update business practices to provide further clarity to customers.

#### *4. Meaning of “Exclusive” Land Right Should be Clarified.*

The Business Practice would require “exclusive” site control, but the meaning of “exclusive” is not defined, either in the OATT or in the Business Practice. This is problematic for several reasons. First, the Business Practice recognizes that generation resources may be co-located, which means that those resources do not have “exclusive” development rights on the land where the resources are co-located. Second, the Business Practice should clarify that “exclusive” does not mean that other uses, such as agrivoltaics, are prohibited so long as those uses do not constrain how a property may be developed for purposes of energy generation. Third, the Business Practice should clarify that “exclusive” does not bar developers from, for example, entering into cooperative agreements to, for example, share transmission rights of way or to jointly construct and operate tie lines or substations.

#### **BPA Response 36**

BPA clarifies that the requirement that an Interconnection Customer demonstrate an exclusive land right comes from the definition of Site Control, in Section 1 of the LGIP. BPA's proposed changes to the Site Control Business Practice highlight this requirement in several places to provide greater clarity to customers on how to demonstrate Site Control.

The definition of Site Control addresses NewSun and PRITCA's concern that Co-Located Resources could not demonstrate an exclusive right by clarifying that Site Control is met by a contract or other agreement allowing for the shared land use of all Co-Located Resources that meet the provisions of the Site Control definition.

The definition of Site Control focuses on the exclusive land right relating to the Generating Facility. BPA believes this standard allows a site to be used for agricultural or other use alongside the development of a Generating Facility where supported by the agreements and site.

Finally, the tariff does not restrict customers from demonstrating Site Control while utilizing a cooperative agreement. The exclusive land right at issue is regarding the Generating Facility. Further, Section A.1.d explicitly addresses how customers may demonstrate Site Control when sharing a site.

BPA declines to further define the meaning of exclusive within the definition of Site Control at this time.

#### *5. Change in Land Requirements for Hybrid Resources is Unjustified.*

BPA proposes, without explanation, to change the acreage requirements for hybrid projects, and would require developers to demonstrate control over extra acreage if their development includes a battery storage system. But there is no reason to believe that

the small footprint of a battery storage system – BPA requires only 0.1 acres per MW for a battery storage system – could not be integrated into a solar or wind project without expanding the project’s footprint. For example, this small footprint could easily be added to a substation without a substantial increase in the project’s overall acreage. At a minimum, this change should be applied on a prospective basis only. Otherwise, as FERC has found, such a “change to site control requirements would present a significant hardship for existing interconnection customers” because “obtaining additional land needed to satisfy” new site control requirements “would be an undue burden on these interconnection customers” and such “deviations are not consistent with or superior to the pro forma LGIP.”<sup>4</sup>

<sup>4</sup> El Paso Elec. Co., 191 FERC ¶ 61,120 (2025).

### **BPA Response 37**

BPA clarifies that it removed Section A.7.g of the Site Control Business Practice because the provision was not workable. Although a battery may be able to be sited so closely to other equipment as to warrant ignoring the acreage required for the battery if it were sited alone, the same assumption is not warranted for other fuel types, such as a wind and solar hybrid project. BPA finds it appropriate to require customers with hybrid projects comprised of multiple fuel types to utilize the acreage dispute process to identify that a site is of sufficient size if the site does not meet the default acreage requirements agreed to in the TC-25 Settlement Agreement.

BPA will revise the Site Control Business Practice as appropriate if the default acreage requirements warrant updating.

Please refer to BPA Responses 21 and 30 in this Response to Comments – Site Control document.

### ***6. Dispute Process for Acreage Disputes Should be Modified.***

The question of whether a developer has control over acreage adequate to accommodate its project is of great importance because renewable technology is continually improving, resulting in more efficient technologies that require fewer acres to produce the same amount of power. Hence, the acreage minimums specified in the Business Practice are, over time, likely to become outdated. The dispute resolution process for resolving disputes about whether a project controls adequate acreage is therefore critical because it is the only way the Business Practice can accommodate these kinds of technological changes. PRITCA has two concerns about the new language proposed by BPA:

First, BPA should commit to resolving any dispute about adequate acreage within a timeline that will allow the project to maintain its queue position. Otherwise, delays in the dispute resolution process could force the developer to, for example, miss the decision date for advancing to the next stage of the interconnection process, forcing delays for the most technologically-advanced projects of a year or more.

Second, BPA proposes to strike language in the existing Business Practice specifying that, if the Interconnection Customer is dissatisfied with the outcome of the process specified in Section D of the Business Practice, it may invoke the dispute resolution process contained in Section 13.5 of the LGIA and the LGIP dispute

resolution process. This implies that the process of Section D is the final word, and that the Interconnection Customer has no recourse if the Section D process is unsatisfactory. BPA should clarify that this deletion is not intended to bar access to the LGIA/LGIP dispute resolution processes, and that an Interconnection Customer that is dissatisfied with the outcome of any process contained in this or other transmission-related Business Practices can invoke the LGIA/LGIP dispute resolution process as a matter of right.

### **BPA Response 38**

NewSun and PRITCA's comment does not identify why a specific timeline for review of an acreage dispute submitted pursuant to Section D of the Site Control Business Practice is needed to prevent a developer from missing a decision date in the interconnection process.

BPA clarifies that the timeline for review of all demonstration materials, not just an acreage dispute submitted under Section D of the Site Control Business Practice, is governed by the tariff. Upon submittal with an Interconnection Request, BPA has 20 Business Days to review and identify deficiencies in submissions. After the close of the relevant Customer Review Period, BPA uses Reasonable Efforts to confirm the Site Control and Commercial Readiness demonstrations, as well as models, submitted by customers to proceed to the next step. If BPA identifies deficiencies at any time, it will send notice to the customer and deem the request withdrawn. The Interconnection Customer then has 15 Business Days to cure deficiencies. The formal dispute resolution process is outlined in the tariff at 13.5 of the LGIP and Dispute Resolution Business Practice. The impact of dispute resolution on queue position is addressed in the Generator Interconnection Dispute Resolution Business Practice, consistent with the agreement between BPA, customers and regional stakeholders outlined in Section 4.b of Appendix 1 to the TC-25 Settlement Agreement.

In response to NewSun and PRITCA's request that BPA clarify the deletion of language in Section D.2 of the Site Control Business Practice, BPA confirms the deletion does not alter any tariff provided dispute resolution. BPA proposed to delete this language to prevent any future confusion between the "Acreage Dispute" process outlined in Section D of the Site Control Business Practice and the tariff dispute resolution procedures. As PRITCA notes, all matters of dispute follow the procedures outlined at 13.5 of the LGIP. By only including a reference in the acreage dispute, BPA believed that language could imply those dispute procedures only apply to nonacceptable acreage disputes.

BPA declines to modify the Site Control Business Practice in response to PRITCA's comment.

### **Conclusion**

We urge BPA to revisit and revise the provisions of its Site Control Business Practice proposal discussed above. Because many of the proposals will create substantial barriers to access to interconnection service on the BPA system, they belong in BPA's OATT, not in Business Practices. Accordingly, we urge BPA to consider those provisions in formal process that will allow full consideration of the unintended consequences of the changes it proposes, and to place any resulting changes in its OATT and LGIP, not in Business Practices.

### **BPA Response 39**

Please refer to BPA Responses 31 and 32 of this Response to Comments – Site Control document for explanation of why BPA proposed changes to the Site Control Business

Practice are appropriately made through BPA's formal business practice change process, agreed to and adopted through the TC-20 Settlement Agreement.

## **F. Bonneville Power Administration – Correction**

Bonneville identified a formatting issue and form adjustment which are modified as described below:

### **BPA Action**

As outlined in BPA Response 7 of this Response to Comments – Site Control document, BPA has made the following format change between the Redline document and the finalized version of the Site Control Business Practice.

The section identified as Section A.1.e of the Site Control Business Practice in the Redline document will be finalized as Section A.1.d.i because it clarifies and expounds on Section A.1.d. By reformatting the section, the purpose of the section to expound on the A.1.d is conveyed.

Section 2.F of the Exhibit A Sit Control Demonstration form is modified from “(drop-down)” to “(check box)” because both options may apply.