

**Proposed Draft Tariff Language for**

**Attachment L (LGIP) and Attachment N (SGIP) for TC-20 Tariff Proposals (July 2018)**

For discussion of tariff language proposals below please see July Customer workshop materials, posted on the TC-20 Meetings and Workshop page. Edits from pro forma or BPA’s current Tariff are in red.

***Large Generator Interconnection Procedures (LGIP)***

Section	Pro Forma	Current BPA Tariff (edits from <i>pro forma</i> in red)	Proposed BPA Tariff (edits from BPA Tariff in bold red)
1. Definitions	Site Control shall mean documentation reasonably demonstrating: (1) ownership of, a leasehold interest in, or a right to develop a site for the purpose of constructing the Generating Facility; (2) an option to purchase or acquire a leasehold site for such purpose; or (3) an exclusivity or other business relationship between Interconnection Customer and the entity having the right to sell, lease or grant Interconnection Customer the right to possess or occupy a site for such purpose.	Site Control shall mean documentation reasonably demonstrating: (1) ownership of, a leasehold interest in, or a right to develop a site for the purpose of constructing the Generating Facility; (2) an option to purchase or acquire a leasehold site for such purpose; or (3) an exclusivity or other business relationship between Interconnection Customer and the entity having the right to sell, lease or grant Interconnection Customer the right to possess or occupy a site for such purpose.	Site Control shall mean documentation reasonably demonstrating: (1) ownership of, a leasehold interest in, or a right to develop a site for the purpose of constructing the Generating Facility; (2) an option to purchase or acquire a leasehold site for such purpose; or (3) an exclusivity or other business relationship between Interconnection Customer and the entity having the right to sell, lease or grant Interconnection Customer the right to possess or occupy a site for such purpose. <b>For public lands or other resources, including those controlled or managed by any federal, state or local agency, a valid and complete application for such documentation for the required minimum land area shall include a final, non-appealable permit, license, or other exclusive right to use the property for the purpose of generating electric power. At all times, the minimum term of Site Control must extend at least until the reasonably expected In-Service Date.</b>

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3.3.5 Environmental Study Agreement	N/A	As soon as practicable, Transmission Provider shall tender to Interconnection Customer an environmental study agreement authorizing Transmission Provider, at Interconnection Customer's expense, to perform environmental review of the proposed interconnection, including review under the National Environmental Policy Act (NEPA), and setting forth Interconnection Customer's responsibilities in connection with such environmental review. Interconnection Customer shall execute and return the environmental study agreement within 30 Calendar Days of receipt or its Interconnection Request shall be deemed withdrawn and the unexpended amount of its deposit, if any, shall be returned.	As soon as practicable, Transmission Provider shall tender to Interconnection Customer an environmental study agreement authorizing Transmission Provider, at Interconnection Customer's expense, to perform environmental review of the proposed interconnection, including review under the National Environmental Policy Act (NEPA), and setting forth Interconnection Customer's responsibilities in connection with such environmental review. Interconnection Customer shall execute and return the environmental study agreement within 30 Calendar Days of receipt, <b>and shall comply with its obligations as set forth in the agreement,</b> or its Interconnection Request shall be deemed withdrawn <b>pursuant to the terms of section 3.6</b> and the unexpended amount of its deposit, if any, shall be returned
11.1 Tender	Interconnection Customer shall tender comments on the draft Interconnection Facilities Study Report within thirty (30) Calendar Days of receipt of the report. Within thirty (30) Calendar Days after the comments are submitted, Transmission Provider shall tender a draft LGIA, together with draft appendices completed to the extent practicable. The draft LGIA shall be in the form of Transmission Provider's FERC-approved standard form LGIA, which is in Appendix 6. Interconnection Customer shall execute and return the completed draft appendices within thirty (30) Calendar Days.	Interconnection Customer shall tender comments on the draft Interconnection Facilities Study Report within thirty (30) Calendar Days of receipt of the report. Within thirty (30) Calendar Days after the comments are submitted, Transmission Provider shall tender a draft LGIA, together with draft appendices completed to the extent practicable. The draft LGIA shall be in the form of Transmission Provider's FERC-approved standard form LGIA, which is in Appendix 6. Interconnection Customer shall execute and return the completed draft appendices within thirty (30) Calendar Days.	Interconnection Customer shall tender comments on the draft Interconnection Facilities Study Report within thirty (30) Calendar Days of receipt of the report. <del>Within thirty (30) Calendar Days after the comments are submitted, Transmission Provider shall tender a draft LGIA, together with draft appendices completed to the extent practicable. The draft LGIA shall be in the form of Transmission Provider's FERC-approved standard form LGIA, which is in Appendix 6. Interconnection Customer shall execute and return the completed draft appendices within thirty (30) Calendar Days.</del>

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11.2 Negotiation	<p>Notwithstanding Section 11.1, at the request of the Interconnection Customer the Transmission Provider shall begin negotiations with the Interconnection Customer concerning the appendices to the LGIA at any time after the Interconnection Customer executes the Interconnection Facilities Study Agreement. The Transmission Provider and the Interconnection Customer shall negotiate concerning any disputed provisions of the appendices to the draft LGIA for not more than sixty (60) Calendar Days after tender of the final Interconnection Facilities Study Report. If the Interconnection Customer determines that negotiations are at an impasse, it may request termination of the negotiations at any time after tender of the LGIA pursuant to Section 11.1 and request submission of the unexecuted LGIA with FERC or initiate Dispute Resolution procedures pursuant to Section 13.5. If the Interconnection Customer requests termination of the negotiations, but within sixty (60) Calendar Days thereafter fails to request either the filing of the unexecuted LGIA or initiate Dispute Resolution, it shall be deemed to have withdrawn its Interconnection Request. Unless otherwise agreed by the Parties, if the Interconnection Customer has not executed the LGIA, requested filing of an unexecuted LGIA, or initiated Dispute Resolution procedures pursuant to Section 13.5 within sixty (60) Calendar Days of tender of draft of the LGIA appendices, it shall be deemed to have withdrawn its Interconnection Request. The Transmission Provider shall provide to the Interconnection Customer a final LGIA within fifteen (15) Business Days after the completion of the negotiation process.</p>	<p>Notwithstanding Section 11.1, at the request of Interconnection Customer Transmission Provider shall begin negotiations with Interconnection Customer concerning the appendices to the LGIA at any time after Interconnection Customer executes the Interconnection Facilities Study Agreement. <b>The Transmission Provider will decide whether to offer a final LGIA after it completes a record of decision under NEPA, or other appropriate NEPA document, concerning the interconnection of the Large Generating Facility.</b> Transmission Provider and Interconnection Customer shall negotiate concerning any disputed provisions of the appendices to the draft LGIA for not more than sixty (60) Calendar Days after tender of the final Interconnection Facilities Study Report. If Interconnection Customer determines that negotiations are at an impasse, it may request termination of the negotiations at any time after tender of the draft LGIA pursuant to Section 11.1 and request submission of the unexecuted LGIA with FERC or initiate Dispute Resolution procedures pursuant to Section 13.5. If Interconnection Customer requests termination of the negotiations, but within sixty (60) Calendar Days thereafter fails to request either the filing of the unexecuted LGIA or initiate Dispute Resolution, it shall be deemed to have withdrawn its Interconnection Request. Unless otherwise agreed by the Parties, if Interconnection Customer has not executed the LGIA, requested filing of an unexecuted LGIA, or initiated Dispute Resolution procedures pursuant to Section 13.5 within sixty (60) Calendar Days of tender of draft LGIA, it shall be deemed to have withdrawn its Interconnection Request. <b>If Transmission Provider decides to offer a final LGIA, Transmission Provider shall provide to Interconnection Customer a final LGIA within fifteen (15) Business Days after the date on which i) the Transmission Provider has completed the record completion of decision or other NEPA document; or ii) the Parties have completed the negotiation process, whichever is later.</b></p>	<p><del>Notwithstanding Section 11.1, At the request of Interconnection Customer Transmission Provider shall begin negotiations with Interconnection Customer concerning the appendices to the LGIA at any time after Interconnection Customer executes the Interconnection Facilities Study Agreement. The Transmission Provider will decide whether to offer an <b>executable-final</b> LGIA after it completes a record of decision under NEPA, or other appropriate NEPA document, concerning the interconnection of the Large Generating Facility. Transmission Provider and Interconnection Customer shall negotiate concerning any disputed provisions of the appendices to the <b>draft</b> LGIA for not more than sixty (60) Calendar Days <b>after tender of the final Interconnection Facilities Study Report publication of the Record of Decision or other appropriate NEPA document.</b> If Interconnection Customer determines that negotiations are at an impasse, it may request termination of the negotiations at any time after tender of the <b>draft</b> LGIA <del>pursuant to Section 11.1 and request submission of the unexecuted LGIA with FERC</del> <b>or</b> initiate Dispute Resolution procedures pursuant to Section 13.5. If Interconnection Customer requests termination of the negotiations, but within sixty (60) Calendar Days thereafter fails to <b>request either the filing of the unexecuted LGIA or</b> initiate Dispute Resolution, it shall be deemed to have withdrawn its Interconnection Request. Unless otherwise agreed by the Parties, if Interconnection Customer has not executed the LGIA, <del>requested filing of an unexecuted LGIA,</del> or initiated Dispute Resolution procedures pursuant to Section 13.5, within sixty (60) Calendar Days of tender of <b>the draft</b> LGIA, it shall be deemed to have withdrawn its Interconnection Request. <del>If Transmission Provider decides to offer a final LGIA, Transmission Provider shall provide to Interconnection Customer a final LGIA within fifteen (15) Business Days after the date on which i) the Transmission Provider has completed the record of decision or other NEPA document; or ii) the Parties have completed the negotiation process, whichever is later.</del></del></p>

SGIP Section	Pro Forma	Current BPA Tariff (edits from <i>pro forma</i> in red)	Proposal BPA Tariff (edits from BPA Tariff in bold red)
SGIP 1.3	<p>The Interconnection Customer shall submit its Interconnection Request to the Transmission Provider, together with the processing fee or deposit specified in the Interconnection Request. The Interconnection Request shall be date- and time-stamped upon receipt. The original date- and time-stamp applied to the Interconnection Request at the time of its original submission shall be accepted as the qualifying date- and time-stamp for the purposes of any timetable in these procedures. The Interconnection Customer shall be notified of receipt by the Transmission Provider within three Business Days of receiving the Interconnection Request. The Transmission Provider shall notify the Interconnection Customer within ten Business Days of the receipt of the Interconnection Request as to whether the Interconnection Request is complete or incomplete. If the Interconnection Request is incomplete, the Transmission Provider shall provide along with the notice that the Interconnection Request is incomplete, a written list detailing all information that must be provided to complete the Interconnection Request. The Interconnection Customer will have ten Business Days after receipt of the notice to submit the listed information or to request an extension of time to provide such information. If the Interconnection Customer does not provide the listed information or a request for an extension of time within the deadline, the Interconnection Request will be deemed withdrawn. An Interconnection Request will be deemed complete upon submission of the listed information to the Transmission Provider.</p>	<p>The Interconnection Customer shall submit its Interconnection Request to the Transmission Provider, together with the <del>processing fee or</del> deposit specified in the Interconnection Request. The Interconnection Request shall be date- and time-stamped upon receipt. The original date- and time-stamp applied to the Interconnection Request at the time of its original submission shall be accepted as the qualifying date- and time-stamp for the purposes of any timetable in these procedures. The <u>Transmission Provider shall use Reasonable Efforts to notify the</u> Interconnection Customer <del>shall be notified</del> of receipt <del>of</del> by the <u>Interconnection Request</u> <del>Transmission Provider</del> within three Business Days of receiving the Interconnection Request. The Transmission Provider shall <u>use Reasonable Efforts to</u> notify the Interconnection Customer within ten Business Days of the receipt of the Interconnection Request as to whether the Interconnection Request is complete or incomplete. If the Interconnection Request is incomplete, the Transmission Provider shall provide along with the notice that the Interconnection Request is incomplete, a written list detailing all information that must be provided to complete the Interconnection Request. The Interconnection Customer will have ten Business Days after receipt of the notice to submit the listed information or to request an extension of time to provide such information. If the Interconnection Customer does not provide the listed information or a request for an extension of time within the deadline, the Interconnection Request will be deemed withdrawn. An Interconnection Request will be deemed complete upon submission of the listed information to the Transmission Provider.</p>	<p>The Interconnection Customer shall submit its Interconnection Request to the Transmission Provider, together with the deposit specified in the Interconnection Request. The Interconnection Request shall be date- and time-stamped upon receipt. The original date- and time-stamp applied to the Interconnection Request at the time of its original submission shall be accepted as the qualifying date- and time-stamp for the purposes of any timetable in these procedures. The Transmission Provider shall use Reasonable Efforts to notify the Interconnection Customer of receipt of the Interconnection Request within three Business Days of receiving the Interconnection Request. The Transmission Provider shall use Reasonable Efforts to notify the Interconnection Customer within ten Business Days of the receipt of the Interconnection Request as to whether the Interconnection Request is complete or incomplete. If the Interconnection Request is incomplete, the Transmission Provider shall provide along with the notice that the Interconnection Request is incomplete, a written list detailing all information that must be provided to complete the Interconnection Request. The Interconnection Customer will have ten Business Days after receipt of the notice to submit the listed information or to request an extension of time to provide such information. If the Interconnection Customer does not provide the listed information or a request for an extension of time within the deadline, <b>which extension shall not exceed 20 Business Days</b>, the Interconnection Request will be deemed withdrawn. An Interconnection Request will be deemed complete upon submission of the listed information to the Transmission Provider.</p>

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<p>New section</p> <p>1.3.1 Withdrawal</p>	<p>Section does not exist</p>	<p>Section does not exist</p>	<p>Interconnection Customer may withdraw its Interconnection Request at any time by written notice of such withdrawal to Transmission Provider. In addition, if Interconnection Customer fails to adhere to all requirements of this SGIP, except as provided in Section xxx (Disputes), Transmission Provider shall deem the Interconnection Request to be withdrawn and shall provide written notice to Interconnection Customer of the deemed withdrawal and an explanation of the reasons for such deemed withdrawal. Upon receipt of such written notice, Interconnection Customer shall have fifteen (15) Business Days in which to either respond with information or actions that cure the deficiency or to notify Transmission Provider of its intent to pursue Dispute Resolution. Withdrawal shall result in the loss of Interconnection Customer's Queue Position. If an Interconnection Customer disputes the withdrawal and loss of its Queue Position, then during Dispute Resolution, Interconnection Customer's Interconnection Request is eliminated from the queue until such time that the outcome of Dispute Resolution would restore its Queue Position. An Interconnection Customer that withdraws or is deemed to have withdrawn its Interconnection Request shall pay to Transmission Provider all costs that Transmission Provider prudently incurs with respect to that Interconnection Request prior to Transmission Provider's receipt of notice described above. Interconnection Customer must pay all monies due to Transmission Provider before it is allowed to obtain any Interconnection Study data or results. Transmission Provider shall (i) update the OASIS Queue Position posting and (ii) refund to Interconnection Customer any portion of Interconnection Customer's deposit or study payments that exceeds the costs that Transmission Provider has incurred, including interest calculated in accordance with section 35.19a(a)(2) of FERC's regulations. In the event of such withdrawal, Transmission Provider, subject to the confidentiality provisions of section 4.5 shall provide, at Interconnection Customer's request, all information that Transmission Provider developed for any completed study conducted up to the date of withdrawal of the Interconnection Request.</p>

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3.2.4	Section does not exist	<p>As soon as practicable after the scoping meeting, the Transmission Provider shall tender to the Interconnection Customer a NEPA study agreement authorizing the Transmission Provider, at the Interconnection Customer's expense, to perform environmental review of the proposed interconnection, and setting forth the Interconnection Customer's responsibilities in connection with such environmental review. The Interconnection Customer shall execute and return the NEPA study agreement within 30 days of receipt or its Interconnection Request shall be deemed withdrawn and the unexpended amount of its deposit, if any, shall be returned.</p>	<p>As soon as practicable <del>after the scoping meeting</del>, the Transmission Provider shall tender to the Interconnection Customer a NEPA study agreement <b>or other appropriate agreement</b> authorizing the Transmission Provider, at the Interconnection Customer's expense, to perform environmental review of the proposed interconnection, and setting forth the Interconnection Customer's responsibilities in connection with such environmental review. The Interconnection Customer shall execute and return the NEPA study agreement within <b>20 Business</b> Days of receipt, <b>and shall comply with its obligations as set forth in the agreement</b>, or its Interconnection Request shall be deemed withdrawn <b>pursuant to the terms of section 1.3.1</b> and the unexpended amount of its deposit, if any, shall be returned.</p>

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3.5.7	Upon completion of the facilities study, and with the agreement of the Interconnection Customer to pay for Interconnection Facilities and Upgrades identified in the facilities study, the Transmission Provider shall provide the Interconnection Customer an executable interconnection agreement within five Business Days.	Upon completion of the facilities study, and with the agreement of the Interconnection Customer to pay for Interconnection Facilities and Upgrades identified in the facilities study, the Transmission Provider shall <b>decide whether to send the Interconnection Customer an executable interconnection agreement after completing necessary environmental documentation under the National Environmental Policy Act of 1969, 42 U.S.C. § 4321, et seq., as amended, concerning the interconnection of the Small Generating Facility; provided, that the Transmission Provider’s decision shall not be subject to dispute resolution. If the Transmission Provider decides to send the Interconnection Customer an executable interconnection agreement, the Transmission Provider shall use Reasonable Efforts to send such agreement within five Business Days after rendering its decision. <del>provide the Interconnection Customer an executable interconnection agreement within five Business Days.</del></b>	Upon completion of the <b>facilities interconnection</b> study ( <b>if any</b> ), and with the agreement of the Interconnection Customer to pay for Interconnection Facilities and Upgrades identified in the facilities study, the Transmission Provider shall decide whether to send the Interconnection Customer an executable interconnection agreement after completing necessary environmental documentation under the National Environmental Policy Act of 1969, 42 U.S.C. § 4321, et seq., as amended, concerning the interconnection of the Small Generating Facility; provided, that the Transmission Provider’s decision shall not be subject to dispute resolution. If the Transmission Provider decides to send the Interconnection Customer an executable interconnection agreement, the Transmission Provider shall use Reasonable Efforts to send such agreement within <b>five twenty (20)</b> Business Days after rendering its decision.

SGIA Article	Pro Forma	Current BPA Tariff (edits from <i>pro forma</i> in red)	Proposal BPA Tariff (edits from BPA Tariff in bold red)
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SGIA Article	Pro Forma	Current BPA Tariff (edits from <i>pro forma</i> in red)	Proposal BPA Tariff (edits from BPA Tariff in bold red)
Article 3.3.6	The provisions of this article shall survive termination or expiration of this Agreement.	<b>This</b> provisions of this article shall survive termination or expiration of this Agreement.	<b>The</b> provisions of this article shall survive termination or expiration of this Agreement.