

Open Access Transmission Tariff (OATT) Public Comment Update

April 14, 2026

Susan Manville, Director of Transmission Strategy & Development



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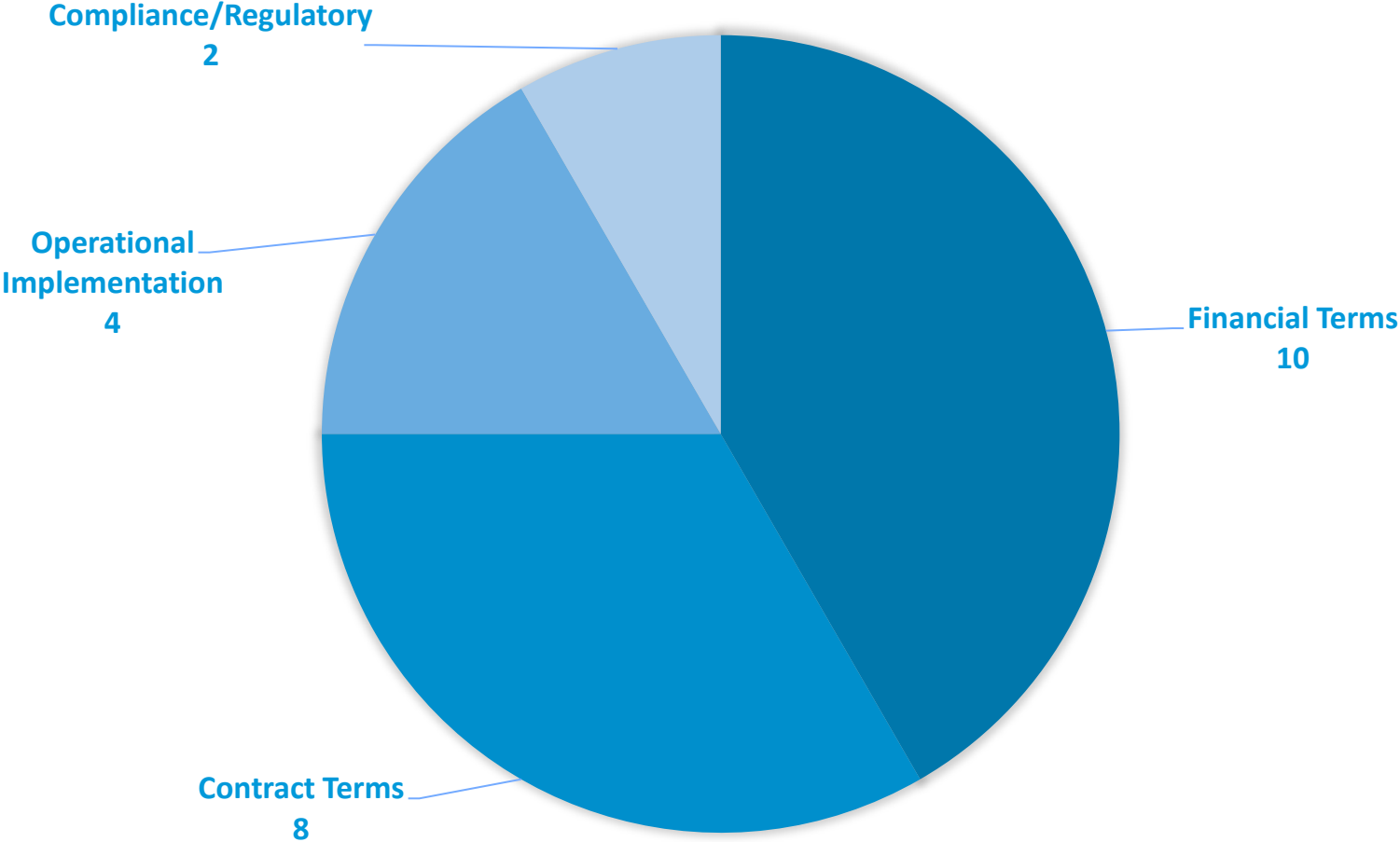
Executive Summary

Grant PUD Open Access Transmission Tariff (OATT) Public Comment Summary:

- Two respondents with comments on OATT implementation
 - Total of 24 comments for response
- Engaging with internal SMEs
- Comment review and response support from Stinson Law Firm (Jon Schneider) underway
- Recommended response for most comments will not require OATT modification
 - Will refer to current practices or policies
 - Anticipated document modifications are negligible

OATT – Public Comment Summary

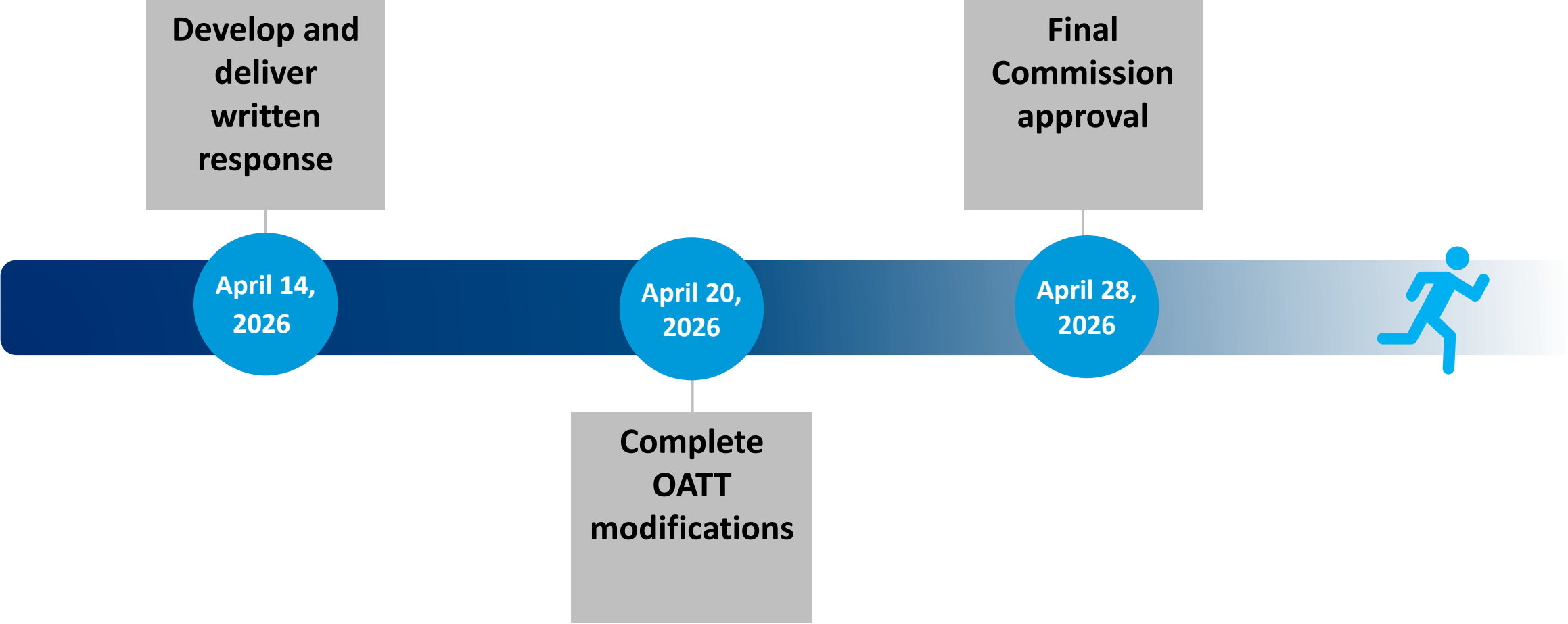
COMMENTS BY THEME



OATT Comment Responses

- Written responses providing clarification or explanation in support of the OATT (18)
- Under Consideration/Potential Modification (5):
 - Application of interest - Late Payment and Customer Default
 - Indemnification language
 - Clarification in Attachments that modified provisions may be necessary
- Reviewed and Approved (1):
 - BPA creditworthiness considered "other reasonable form of security"

OATT Timeline – Remaining Steps



Thank you!



Category	Comment	Response
Operational Implementation	QCBID is concerned that the OATT could impact GCPUD's ability to wheel Federal Reserve Power.	Clarification or explanation in support of the OATT
Financial Terms	QCBID is requesting assurance that the current discount on ancillary services will continue.	Clarification or explanation in support of the OATT
Financial Terms	<i>Return on Equity</i> . BPA remains concerned as to whether Grant PUD is providing comparable rates for wholesale transmission customers to those it charges itself (per Section 211A of the Federal Power Act), because the revenue requirement is calculated to include a return on equity.	Clarification or explanation in support of the OATT
Financial Terms	<i>Return on Equity</i> . BPA feels it may be more appropriate to be under Rate Schedule 34 – Wholesale Transmission Delivery of Reserved Power to Large Loads. Since this rate schedule does not include an ROE component, BPA would not have the same comparability concerns.	Clarification or explanation in support of the OATT
Operational Implementation	<i>Section 3-Ancillary Services</i> . BPA would like a revision of language to better clarify the parties' roles in evaluating alternative comparable arrangements for self-supply of ancillary services.	Clarification or explanation in support of the OATT
Financial Terms	<i>Section 7.2- Late Payment</i> . BPA requests confirmation of which interest rate applies to late payments under the Tariff and would like revision of the body of the Tariff to state this more clearly.	Under Consideration/Potential Modification
Financial Terms	<i>Section 7.2- Late Payment</i> . BPA would like confirmation and clarify in the Tariff that this interest rate would apply both ways (Transmission Customer ↔ Transmission Provider), including payments made in dispute.	Under Consideration/Potential Modification
Financial Terms	<i>Section 7.2- Late Payment</i> . Bonneville encourages Grant PUD to consider changing its interest calculation methodology to bring it more in line with utility practice.	Clarification or explanation in support of the OATT
Financial Terms	<i>Section 7.3- Customer Default</i> . BPA would like confirmation and clarify in the Tariff that, under this section, overpayments will be refunded to Customer with the same interest that is applied to late payments.	Under Consideration/Potential Modification
Financial Terms	<i>Section 7.3- Customer Default</i> . BPA requests Grant PUD include the option for an independent escrow account for disputed amounts.	Clarification or explanation in support of the OATT
Contract Terms	<i>Section 7.3- Customer Default</i> . BPA requests update for termination notice from (30) days to (120) days. They also request a sentence to include (1) additional time and (2) an additional standard of review.	Clarification or explanation in support of the OATT
Compliance/Regulatory	<i>Section 9.1- Force Majeure</i> . BPA would like explanation on why "loss or material modification of FERC License 2114" would be a force majeure regarding the provision of transmission service.	Clarification or explanation in support of the OATT
Contract Terms	<i>Section 9.2- Indemnification</i> . BPA requests GCPUD adhere to common utility practice by applying the pro forma standard of "cases of negligence or intentional wrongdoing" rather than the elevated standard of "gross negligence".	Clarification or explanation in support of the OATT
Contract Terms	<i>Section 9.2- Indemnification</i> . BPA has a concern with the word "defend" and find it problematic. They request that GCPUD begin this section with "To the extent provided by law . . ." to better reflect limitations on Bonneville as a federal entity.	Under Consideration/Potential Modification
Contract Terms	<i>Section 12.1- Unilateral Right to Change</i> . BPA requests this provision to be removed completely. Bonneville's concern is that such discretion could lead to a discriminatory and non-comparable result.	Clarification or explanation in support of the OATT
Contract Terms	<i>Section 12.2- Tariff Availability</i> . BPA requests this provision to be removed completely. If this section is not deleted, BPA requests GCPUD revise this section to clarify that the priority rights of existing customers will be maintained.	Clarification or explanation in support of the OATT
Operational Implementation	<i>Section 28.5- Real Power Losses</i> . BPA would like an explanation to why GCPUD does not allow physical delivery of Real Power Losses, but only financial settlement, and requests physical delivery be allowed.	Clarification or explanation in support of the OATT
Financial Terms	<i>Section 32.5- Facilities Study Procedures</i> . BPA would like confirmation that their creditworthiness would be considered "other reasonable form of security acceptable to transmission provider".	Written confirmation to be provided - no document revision
Operational Implementation	<i>Section 33.2- Transmission Constraint</i> . BPA would like explanation as to why GCPUD does not include redispatch provisions. They would also like any policy GCPUD has regarding redispatch.	Clarification or explanation in support of the OATT
Financial Terms	<i>Section 34.1- Monthly Demand Charge</i> . BPA would like procedures included for revisiting the revenue requirement.	Clarification or explanation in support of the OATT
Compliance/Regulatory	<i>Schedule 2</i> . BPA requests removal of Schedule 2. They feel FERC's recent Order 904 found that allowing utilities to charge schedule 2 for a customer's generation that is within standard power factor range to be unjust and unreasonable.	Clarification or explanation in support of the OATT
Contract Terms	<i>Attachment D</i> . BPA suggests Grant PUD amend Attachment D to enumerate the criteria it plans to use to evaluate System Impact Studies rather than refer to the annual submittal of FERC Form 715. The concern is having to engage in the burdensome process of submitting public records requests for the information.	Clarification or explanation in support of the OATT
Contract Terms	<i>Attachment G</i> . BPA requests Attachment G be a multi-party agreement. Also requests section 11.4 be revised to state, "From time to time the parties may amend this agreement".	Clarification or explanation in support of the OATT
Contract Terms	<i>Attachment N & O</i> . BPA requests clarification that modified provisions may be necessary.	Under Consideration/Potential Modification



Department of Energy
Bonneville Power Administration
905 NE 11th Ave.
Portland, OR 97208



POWER SERVICES

March 27, 2026

In reply refer to: PS-PORTLAND

ATTN: Transmission Business Services
Public Utility District No. 2 of Grant County
P.O. Box 878
Ephrata, WA 98823

Grant PUD Board of Commissioners:

Bonneville Power Administration (“Bonneville”) submits these comments and questions on Grant Public Utility District’s (“Grant PUD”) draft Open Access Transmission Tariff (“OATT”). Bonneville welcomes the opportunity to provide comments on the draft OATT. Bonneville outlines several concerns and identifies areas where additional information on the draft OATT would be useful.

These comments represent Bonneville’s review of the draft OATT, given the limited time provided. Grant PUD released the draft Tariff on Tuesday, March 17 and originally requested comments by Tuesday, March 24, leaving Bonneville only seven days to review a nearly 400-page document. Following an extension request by Bonneville on March 20, 2026, Grant extended the comment deadline to March 31, 2026. Bonneville thanks Grant PUD staff, management, and the Commission for the one-week extension.

Bonneville appreciates Grant PUD’s consideration of these comments and welcomes any requests for clarification. We look forward to Grant PUD’s responses to the questions posed in Appendix A and reserve the right to submit public records requests to Grant PUD for any additional information if necessary.

Sincerely,

 Digitally signed by MARY
EVANS
Date: 2026.03.27 11:02:41
-07'00'

Mary Beth Evans, Eastern Power Customer Services Manager
acting for Kim Thompson, Vice President of Northwest Requirements Marketing

cc: Rich Flanigan, Chief Commercial Officer
Kim Thompson, Vice President of Northwest Requirements Marketing
Susan Manville, Director of Transmission Strategy & Development
Dan Yokota, Transfer Services Manager

Enclosure: Appendix A



Department of Energy
Bonneville Power Administration
905 NE 11th Ave.
Portland, OR 97208



POWER SERVICES

March 27, 2026

In reply refer to: PS-PORTLAND

Appendix A

Return on Equity

Bonneville remains concerned as to whether Grant PUD is providing comparable rates for wholesale transmission customers to those it charges itself. Under Section 211A of the Federal Power Act, the Federal Energy Regulatory Commission (“FERC”) may require a transmitting utility such as Grant PUD to provide transmission service “(1) at rates that are comparable to those that the unregulated transmitting utility charges itself; and (2) on terms and conditions (not relating to rates) that are comparable to those under which the unregulated transmitting utility provides transmission services to itself and that are not unduly discriminatory or preferential.”¹

Under Section 34.1 of Grant PUD’s proposed Tariff, network transmission customers would pay a Monthly Demand Charge based on the Annual Transmission Revenue Requirement in Attachment H. This number—\$21,487,908.00—is the same as the “Net Transmission Cost of Service” Grant PUD used to calculate its Rate Schedule 30.² This revenue requirement is calculated to include a return on equity (“ROE”).³ This appears inappropriate because an ROE, as used by investor owned utilities, reflects the utility’s cost of compensating shareholders for their investment in the company. As a public utility district, Grant PUD does not have shareholders to compensate. Instead of calculating a cost incurred by Grant PUD, Grant PUD based its ROE “on the FERC-approved return on equities (ROE) of PacifiCorp and Puget Sound Energy.”⁴

Grant PUD explained the purpose for including the ROE in Resolution No. 8953 establishing Rate Schedule 30 at the October 27, 2020, Grant Commission meeting. The Resolution states, “The

¹ 16 U.S.C. § 824j-1(b).

² See Final Approved Transmission COSS and Rates 12.2.21 w PTP, available at [https://view.officeapps.live.com/op/view.aspx?src=https%3A%2F%2Fwww.grantpud.org%2Ftemplates%2Fgalaxy%2Fimages%2FFinal Approved Transmission COSS and Rates 12.2.21 w PTP.xlsx&wdOrigin=BROWSELINK](https://view.officeapps.live.com/op/view.aspx?src=https%3A%2F%2Fwww.grantpud.org%2Ftemplates%2Fgalaxy%2Fimages%2FFinal%20Approved%20Transmission%20COSS%20and%20Rates%2012.2.21%20w%20PTP.xlsx&wdOrigin=BROWSELINK).

³ *Id.* at Rate of Return-Exh. X.

⁴ Memorandum, Grant PUD Response to the March 23, 2020 USBR and BPA ROE Comments (May 12, 2020), available at https://www.grantpud.org/templates/galaxy/images/NewsArticles/Response_to_BPA_and_USBR_3.23.20_Comments_-_Final.pdf.

Transmission COSS was calculated using a Return on Equity of 7%, which **compensates Grant PUD's retail customers** for their payments for the transmission construction builds and to ensure all customers pay their fair share.” (emphasis added). If Grant PUD is using the revenue generated from the ROE component of its transmission rate to “compensate” its retail customers at the expense of non-native transmission customers, the transmission rate may not be comparable to the rate Grant PUD charges itself. If Grant PUD's rates are not comparable to what it charges itself, Grant PUD risks customers filing petitions at FERC under Section 211A.

Additionally, based on Bonneville's review of Grant PUD's rate schedules, it may be more appropriate for Bonneville to be under Rate Schedule 34 – Wholesale Transmission Delivery of Reserved Power to Large Loads. A portion of Bonneville's customers' load is served by reserve power. Since this rate schedule does not include an ROE component, Bonneville would not have the same comparability concerns.

Section 3 – Ancillary Services

This section states, “Transmission Customer using Transmission Service to deliver energy from a generator located within Transmission Provider's Balancing Authority Area is required to acquire these Ancillary Services, whether from Transmission Provider or (if permitted by Transmission Provider), from a third party or by self-supply.” Schedules 3, 4, 5, 6, and 9 refer to “alternative comparable arrangements.” Bonneville understands the language in Section 3 to permit self-supply if such alternative arrangements are “comparable.” Of the five schedules, Schedule 3 is the most explicit in requiring the Transmission Provider to determine “whether a self-supplying Transmission Customer has made alternative comparable arrangements,” and to share its reasoning upon request.

To better clarify the parties' roles in evaluating alternative comparable arrangements, Bonneville requests Grant PUD revise Section 3 of the body of the Tariff to include the language currently in Schedule 3, i.e., “Transmission Provider will determine whether a self-supplying Transmission Customer has made alternative comparable arrangements. Upon request by the self-supplying Transmission Customer, Transmission Provider will share with Transmission Customer its reasoning and any related data used to make the determination of whether Transmission Customer has made alternative comparable arrangements.”

Section 7.2 – Late Payment

This section states, “Interest shall be applied and accrue on past due balances until paid in accordance with Grant PUD's Customer Service Policy.” Section 6.10 of the Customer Service Policy states, “If payment has not been received by Grant PUD on or before the due date, a late payment fee shall be assessed on the unpaid balances. Refer to Fee Schedule.” It is not clear to which fee schedule this section refers.

Bonneville found a document referred to as “SC110042-POL,” which states “The late payment charge (LPC) is calculated using the greater of: a) 2% per month or b) the U.S. Prime Lending Rate as determined by the Federal Reserve and published in the Wall Street Journal as of the preceding March 15, plus 12%, divided by twelve (12), rounded to two digits and applied as a monthly percentage interest

rate.” See [68a8ceda1844c-2025-08-26-commission-meeting-packet.pdf](#) (at p. 153). It continues, “Late payment charges are not applied to Customers who are a City, State or Government agency.” Please confirm which interest rate applies to late payments under the Tariff, and please revise the body of the Tariff to state this more clearly.

Please also confirm and clarify in the Tariff that this interest rate would apply both ways. That is, it should apply to late payments from Transmission Customer to Transmission Provider, as well as to payments made in dispute from Transmission Customer to Transmission Provider that are thereafter determined to be an overpayment to be refunded to Transmission Customer. There is not a legal basis for asymmetric treatment.

For reference, other tariffs in the region specify that interest is calculated in accordance with the methodology in 18 C.F.R. § 35.19a(a)(2)(iii), which states that the rate is set “(A) At an average prime rate for each calendar quarter on all excessive rates or charges held (including all interest applicable to such rates or charges) on or after October 1, 1979. The applicable average prime rate for each calendar quarter shall be the arithmetic mean, to the nearest one-hundredth of one percent, of the prime rate values published in the *Federal Reserve Bulletin*, or in the Federal Reserve’s ‘Selected Interest Rates’ (Statistical Release H. 15), for the fourth, third, and second months preceding the first month of the calendar quarter. (B) The interest required to be paid under clause (iii)(A) shall be compounded quarterly.” Bonneville encourages Grant PUD to revise the draft OATT to bring it more in line with utility practice.

Section 7.3 – Customer Default

As discussed above, please confirm and clarify in the Tariff that, under this section, overpayments will be refunded to Customer with the same interest that is applied to late payments.

Bonneville also requests Grant PUD include the option for an independent escrow account for disputed amounts, as provided in FERC’s pro forma OATT. This appears to be standard practice in regional tariffs, including Bonneville’s.

The last sentence of the first paragraph states, “Upon the occurrence of a default, Transmission Provider may terminate service with thirty (30) calendar days’ notice.” In contrast, the pro forma tariff states, “the Transmission Provider may provide notice to the Transmission Customer of its intention to suspend service in sixty (60) days, in accordance with Commission policy.” Further, for FERC-jurisdictional utilities, “termination of transmission service...require[es] FERC approval,” which includes additional time and process before actual termination, and review of whether the termination of service would be unjust, unreasonable, unduly discriminatory, preferential, or otherwise unlawful.⁵

Providing only thirty-days’ notice to disconnect entire communities is not sufficient to allow Grant PUD’s transmission customers to arrange for secure and reliable transmission service. Bonneville requests Grant PUD revise the last sentence of the first paragraph to include (1) additional time and (2) an additional standard of review. For example, the sentence could be revised to state, “Upon the occurrence

⁵ *Sacramento Muni. Util. Serv. v. FERC*, 474 F.3d 797 (D.C. Cir. 2007).

of a default, and determination that termination would be consistent with Good Utility Practice, Transmission Provider may terminate service with one hundred twenty (120) days' notice.”

Section 9.1 – Force Majeure

Please explain why “loss or material modification of FERC License 2114” would be a force majeure regarding the provision of transmission service.

Section 9.2 – Indemnification

This section states, “Transmission Customer shall at all times indemnify, defend, and hold Transmission Provider harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from Transmission Provider’s performance of its obligations under this Tariff on behalf of Transmission Customer, except in cases of gross negligence or intentional wrongdoing by Transmission Provider.”

Bonneville requests Grant PUD adhere to common utility practice by applying the pro forma standard of “cases of negligence or intentional wrongdoing” rather than the elevated standard of “*gross negligence*.”

Furthermore, the word “defend” is especially problematic because the U.S. Government (Department of Justice) cannot represent a third party in litigation. Bonneville requests Grant PUD begin this section with “To the extent provided by law...” to reflect limitations on Bonneville as a federal entity. This language already appears in another indemnification provision in Grant PUD’s proposed Tariff, in Section 18 of Appendix 5 to the LGIP.

Section 12.1 – Unilateral Right to Change

Bonneville requests this provision be deleted. The breadth of Grant PUD’s unilateral right to modify the Tariff and lack of safeguards risk rendering future service agreements unenforceable, illusory contracts. For example, it appears “notwithstanding” what is mutually agreed to in the service agreement, Grant PUD could unilaterally change the classification of a customer’s service from firm to non-firm. Bonneville’s concern is that such discretion could lead to a discriminatory and non-comparable result.

Section 12.2 – Tariff Availability

Bonneville requests this provision be deleted. In addition to concerns with discretion to unilaterally change the Tariff discussed above, Bonneville is particularly concerned that this subsection states, “no Transmission Customer will have any right to roll-over or extend a Service Agreement in the event of withdrawal of the Tariff.” This appears to give Grant PUD a path to nullify the priority rights of existing customers, potentially sending them to the bottom of a queue, and could be used to favor Grant PUD’s Native Load Customers over other transmission customers if the system were to become fully subscribed. If existing customers lose priority rights under this provision, it could be particularly devastating if communities lose transmission service with only 30 days’ notice. Bonneville is concerned that this discretion could be applied in a discriminatory and non-comparable manner. If this section is not deleted,

Bonneville requests Grant PUD revise this section to clarify that the priority rights of existing customers will be maintained.

Section 28.5 – Real Power Losses

Please explain why Grant PUD does not allow physical delivery of Real Power Losses, but only financial settlement. Bonneville requests physical delivery be allowed, consistent with other utilities' practice.

Section 32.5 – Facilities Study Procedures

This section states, "Eligible Customer shall provide Transmission Provider with a letter of credit or other reasonable form of security acceptable to Transmission Provider equivalent to the costs of new facilities or upgrades consistent with commercial practices as established by the Uniform Commercial Code." Bonneville is unable to provide letters of credit and is limited by the Antideficiency Act in providing security deposits.⁶ Please confirm that Bonneville's creditworthiness would be considered "other reasonable form of security acceptable to Transmission Provider." All other transmission providers with whom Bonneville does business have followed this approach.

Section 33.2 – Transmission Constraints

Unlike the pro forma tariff, Grant PUD's proposed Tariff does not include the concept of redispatch. Redispatch can avoid unnecessary curtailments and promote comparable treatment. For example, the pro forma tariff states, "To the extent the Transmission Provider determines that the reliability of the Transmission System can be maintained by redispatching resources, the Transmission Provider will initiate procedures pursuant to the Network Operating Agreement to redispatch all Network Resources and the Transmission Provider's own resources on a least-cost basis without regard to the ownership of such resources. Any redispatch under this section may not unduly discriminate between the Transmission Provider's use of the Transmission System on behalf of its Native Load Customers and any Network Customer's use of the Transmission System to serve its designated Network Load." Please explain why Grant PUD does not include redispatch provisions within its Tariff, and provide any redispatch policy that Grant PUD has developed.

Section 34.1 - Monthly Demand Charge

The revenue requirement listed in Attachment H includes a component for Return on Equity (ROE). As discussed above, Bonneville is concerned this inclusion could result in a rate that is not comparable to what Grant PUD charges itself.

Further, the Tariff should include procedures for revising the revenue requirement. For example, the revenue requirement should require certain documentation and analysis, notice, and an opportunity for customers to ask questions and receive responses prior to the adoption of a new revenue requirement. Such practice promotes rate transparency for customers.

⁶ See 31 U.S.C. § 1341.

Schedule 2 – Reactive Supply and Voltage Control from Generation or Other Sources Service

Grant PUD does not currently have a separate rate for Reactive Supply and Voltage Control in Rate Schedule 33. Bonneville requests Grant PUD remove Schedule 2 from its proposed Tariff. FERC’s recent Order 904⁷ found allowing utilities to charge Schedule 2 for a customer’s generation that is within standard power factor range to be unjust and unreasonable.

Attachment D – Methodology for Completing a System Impact Study

Attachment D seeks to provide OATT customers with a process and list of the criteria for Grant PUD’s assessment of the capability of its Transmission System. However, the draft OATT refers to Grant PUD’s annual submittal of FERC Form 715, specifically to parts 4 and 5. This annual filing is, as far as Bonneville knows, not publicly available and is protected by FERC’s rules on Critical Energy Infrastructure Information (“CEII”) access. As such, customers would need to engage in the burdensome process of submitting public records requests to understand Grant PUD’s System Impact Study criteria. Including this information in the Tariff itself promotes transparency. Consistent with other utility OATTs, Bonneville suggests Grant PUD amend Attachment D to enumerate the criteria it plans to use to evaluate System Impact Studies.

Attachment G – Network Operating Agreement

Bonneville appreciates that the introductory paragraph acknowledges “This document...may not contain all provisions which may be necessary in specific instances.”

Bonneville requests that Attachment G be made a multi-party agreement as it relates to Bonneville’s wholesale utility customers’ facilities. While Bonneville is the NITSA contract holder and Transmission Customer, Bonneville has successfully used multi-party NOAs with other transmission providers, including NorthWestern Energy, to ensure the correct entities are contractually responsible. For example, a multiparty NOA ensures the correct entities are contacted during potential curtailment events, or regarding scheduled O&M related to transmission and distribution assets.

Bonneville also requests Section 11.4 be revised to state, “From time-to-time the Parties may amend this Agreement.”

Attachments N and O – LGIP and SGIP Templates

Bonneville requests Grant PUD clarify, similar to the introductory paragraph in the NOA, that modified provisions may be necessary. For example, provisions regarding taxes may need to be modified to accommodate Bonneville’s federal status.

⁷ Available at <https://www.federalregister.gov/documents/2024/11/26/2024-24528/compensation-for-reactive-power-within-the-standard-power-factor-range>.

Quincy-Columbia Basin Irrigation District



Post Office Box 188
Quincy, Washington 98848
(509) 787-3591 QCBIID.ORG

March 25, 2026

Grant County Public Utility District
ATTN: Transmission Business Services
PO Box 878
Ephrata, WA 98823
Email: TransmissionServices@gcpud.org

Re: Adoption of an Open Access Transmission Tariff

Dear Commissioners,

Thanks for the opportunity to speak yesterday at the public hearing on Open Access Transmission Tariff (OATT).

Quincy-Columbia Basin Irrigation District (QCBIID) is concerned that the OATT could impact GPUD's ability to wheel Federal Reserve Power. We reiterate the importance of reliable Federal Reserve Power being provided at each of our pumping plants to ensure our ability to provide water to half of our lands. We request GPUD ensure that GPUD's contract with Reclamation No 140-4207 not be impacted by the implementation of OATT.

The GPUD and Reclamation agreement outlines that ancillary services rates will be discounted by reducing the ROE component of the Rate Schedule 33. As the OATT process will impact RS 33 we request assurance that the discount will continue.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Roger Sonnichsen', is written over the word 'Sincerely,'.

Roger Sonnichsen
Secretary-Manager