

for long-term planning; (v) load curtailment procedures in the event of transmission constraints or system emergencies; (vi) least-cost redispatch procedures; and (vii) other technical and operational considerations required for implementation of this Tariff. Each Customer and Bonneville shall have at least one representative on the Committee. The Committee may establish such subcommittees as it deems necessary to carry out its functions. The Committee shall meet from time to time as need requires, but no less than once each calendar year, unless other arrangements are mutually agreed upon.

18. Procedures to Resolve Transmission Complaints

Any complaint arising concerning implementation of this Tariff may be resolved, at the Customer's discretion, by either:

(a) A voluntary dispute resolution process, which may include mediation or arbitration or both, pursuant to the terms of a regional transmission association governing agreement, or such other dispute resolution rules as may be agreed to by Bonneville and the Customer; or

(b) A transmission complaint filed with the Commission.

19. Creditworthiness

For the purpose of determining the ability of the Customer to meet its obligations related to service hereunder, Bonneville may require reasonable credit review procedures which may include, but shall not be limited to, verification that the Customer is not operating under any State or Federal bankruptcy laws, is not subject to the uncertainty of pending liquidation or regulatory proceedings in State or Federal courts, and no significant collection lawsuits or judgments are outstanding which would seriously reflect upon the Customer's ability, in Bonneville's determination, to remain solvent. This determination shall be made in accordance with standard commercial practices. In addition, Bonneville may require the Customer to provide and maintain in effect during the term of the Service Agreement, an unconditional and irrevocable letter of credit as security to meet its responsibilities and obligations under this Tariff or an alternative form of security proposed by the Customer and acceptable to Bonneville that protects Bonneville against the risk of nonpayment. Any disputes over the terms of such security arrangements

shall be subject to the arbitration provisions of this Tariff.

Proposed Bonneville Power Administration Point-to-Point (PTP) Firm Network Transmission Service Tariff

Table of Contents

1. Definitions
 - 1.1 Applicant
 - 1.2 Application
 - 1.3 Commission
 - 1.4 Control Area
 - 1.5 Customer
 - 1.6 Delivering Party
 - 1.7 Direct Assignment Facilities
 - 1.8 Effective Date
 - 1.9 Eligible Customer
 - 1.10 Good Utility Practice
 - 1.11 Incremental Cost
 - 1.12 Native Load Customers
 - 1.13 Network PTP Transmission Facilities
 - 1.14 Network PTP Transmission Service
 - 1.15 Network Upgrade
 - 1.16 Opportunity Costs
 - 1.17 Point(s) of Delivery
 - 1.18 Point(s) of Interconnection
 - 1.19 Receiving Party
 - 1.20 Reservation Charge
 - 1.21 Service Agreement
 - 1.22 Study Agreement
 - 1.23 System Impact Study
 - 1.24 Transmission Demand
2. Character and Availability of Service
 - 2.1 Nature of Service
 - 2.2 Term of Service
 - 2.3 Service Agreement Requirements
 - 2.4 Control Area Requirements
 - 2.5 Ancillary Services
3. Interconnection and Interchange
 - 3.1 Designation of Transmission Demand, Point(s) of Interconnection, and Point(s) of Delivery
 - 3.2 Bonneville Responsibility
 - 3.3 Metering
 - 3.4 Third Party Arrangements
4. Rates
 - 4.1 Transmission Charge
 - 4.2 Dual Transmission Charge
 - 4.3 Direct Assignment Facilities
 - 4.4 Termination Charge
 - 4.5 Reservation Charge
 - 4.6 Transmission Losses
 - 4.7 Reactive Charge
 - 4.8 Control Area Services Charge
 - 4.9 Revision to Rates, Charges, and Loss Factors
 - 4.10 Commencement of Service
5. Initiating Service
 - 5.1 Conditions Precedent for Receiving Service
 - 5.2 Application Procedures
 - 5.3 Notice of Deficient Application
 - 5.4 Identity of Ultimate Consumer
 - 5.5 Mutually Exclusive Applications for Same Service
 - 5.6 Applications Filed By Bonneville
6. Priority of Requests
7. Capacity Availability and Expansion Obligations
 - 7.1 Determination of Capacity Availability
 - 7.2 Conditions on Capacity Availability
 - 7.3 Partial Capacity Availability
 - 7.4 Withdrawal of Application or Failure to Execute Service Agreement
- 7.5 Responsibility of Parties for Network PTP Transmission Facilities Modification
8. Subsequent Requirements Where no New Facilities Are Needed
 - 8.1 Notification of Applicant
 - 8.2 Applicant Responsibilities
 - 8.3 Extension of Service Date
9. Subsequent Requirements When New Facilities Are Needed
 - 9.1 Application Notification
 - 9.2 System Impact Study
 - 9.3 Applicant Responsibility and Remedies
 - 9.4 Due Diligence in Completion of Facility Modifications
 - 9.5 Coordination of Third Party System Additions
10. Electronic Bulletin Board
11. Scheduling
 - 11.1 General Conditions
 - 11.2 Customer Responsibility for Third Party Arrangements
 - 11.3 Flexible Point(s) of Interconnection and Delivery
 - 11.4 Due Diligence
12. Priority of Service and Interruptions
 - 12.1 Service Priority
 - 12.2 Bonneville Responsibilities
 - 12.3 Interruption of Service
13. Service Agreements
 - 13.1 Requirement for A Signed Service Agreement
 - 13.2 Modification or Amendment of The Service Agreement
 - 13.3 Commencement of Service in Absence of Signed Service Agreement
 - 13.4 Customer Obligations in Absence of Signed Service Agreement
 - 13.5 Obligations on Acceptance of Service
14. Billing
15. Records
 - 15.1 Recordkeeping Obligations
 - 15.2 Customer's Right to Examine Records
16. Liability and Indemnification
 - 16.1 Western Interconnected Systems Agreement
 - 16.2 No Western Interconnected Systems Agreement
17. Sale or Assignment of Network Transmission Service
 - 17.1 Right to Assign or Transfer
 - 17.2 Liability for Performance
18. Creditworthiness
19. Procedures to Resolve Network Transmission Complaints
20. Regulation

Bonneville Power Administration Point-to-Point (PTP) Firm Network Transmission Service Tariff

The Bonneville Power Administration (Bonneville) will provide Point-to-Point (PTP) Firm Network Transmission Service to Eligible Customers pursuant to the terms and conditions of this Tariff.

1. Definitions

1.1 Applicant

An Eligible Customer who submits a completed Application.