System Impact Study, and the Customer would agrees to compensate Bonneville in advance for the cost of conducting the System Impact Study.

1.23 System Impact Study

An assessment by Bonneville to determine whether sufficient transmission capacity exists to provide the requested transmission service initially and for the term of the request. The assessment study results shall include the cost, environmental review, and scheduled completion date for such modifications, which may be determined to be required in order to provide a requested Network PTP Transmission Service.

1.24 Transmission Demand

The maximum hourly amount of electric power that Bonneville agrees to transmit for the Customer over Bonneville's Network PTP Transmission System Facilities between the Point(s) of Interconnection and the Point(s) of Delivery. Transmission Demand shall be expressed in terms of whole megawatts on a 60-minute interval (commencing on the clock-hour) basis.

2. Character and Availability of Service

2.1 Nature of Service

PTP Firm Network Transmission Service is a service that permits Eligible Customers to serve Customer load or transactions with third parties. The service provides firm transmission capacity to Eligible Customers from one control area to another through Points of Interconnection and Points of Delivery. This service also permits nonfirm wheeling through "Secondary" Points of Interconnection and Delivery.

2.2 Term of Service

PTP Firm Network Transmission Service is available for a minimum of 1 month.

2.3 Service Agreement Requirements

A Service Agreement must be executed prior to the commencement of service under this Tariff except as provided in section 13.4.

2.4 Control Area Requirements

As a condition to obtaining Network PTP Transmission Service, the Customer shall: (i) operate as a Control Area under applicable guidelines of the North American Electric Reliability Council (NERC), the Western Systems Coordinating Council (WSCC) the Western Systems Coordinating Council (WSCC), and the Northwest Power Pool (NWPP); or (ii) satisfy its responsibility to be operated as a Control Area by contract with Bonneville pursuant to

section 2.5; or (iii) by contract with another entity which Bonneville accepts as sufficient to satisfy NERC, WSCC, WSCC, and NWPP requirements. Bonneville shall not unreasonably refuse to accept contractual arrangements with another entity for such service.

2.5 Ancillary Services

This Tariff constitutes an offer to provide only Network PTP
Transmission Service. Bonneville commits either to provide the Customer with services necessary for it to take Network PTP Transmission Service under this Tariff or to cooperate with the Customer so that the Customer can utilize its own resources or the resources of third parties to provide such services. Such services if provided by Bonneville are offered on a not unduly discriminatory basis, subject to resource, engineering, and reliability limitations.

3. Interconnection and Interchange

3.1 Designation of Transmission Demand, Point(s) of Interconnection, and Point(s) of Delivery

The Transmission Demand, Point(s) of Interconnection, and Point(s) of Delivery shall be as set forth in the Service Agreement. The Points of Interconnection and Delivery so designated in the Service Agreement are the "Primary" Points of Interconnection and Delivery. The total Transmission Demand shall be equal to the sum of the Transmission Demands at all Points of Interconnection which shall equal the sum of the Transmission Demands at all Points of Delivery.

3.2 Bonneville Responsibility

Bonneville shall deliver the capacity and energy required from Point(s) of Interconnection to Point(s) of Delivery as pursuant to the Service Agreement up to the Transmission Demand.

3.3 Metering

Electric capacity and energy transmitted under this Tariff shall be measured as appropriate by metering equipment provided by Bonneville and the Customer at such points and voltages as set forth in the Service Agreement.

3.4 Third Party Arrangements

The Customer need not be directly interconnected with Bonneville, but shall make any and all necessary arrangements for the delivery of power to the Point(s) of Interconnection and receipt from the Point(s) of Delivery, and Bonneville shall have no responsibility for such arrangements.

The Customer shall furnish Bonneville with such necessary and appropriate information with respect to such arrangements as shall permit Bonneville to carry out its responsibilities under this Tariff. The Customer shall be responsible for resolution of operating problems and for making and arranging any necessary engineering, permitting, construction, and regulatory approval of transmission or distribution facilities on third party electric systems related to any transactions provided under this Tariff and for the costs associated with resolving those problems.

4. Rates

4.1 Transmission Charge

Payment hereunder shall be calculated pursuant to the rates and formulae in Appendix A, the PTP Firm Network Transmission rate (PT–95) or its successor.

4.2 Dual Transmission Charge

Where the installation of Network Upgrades does not fully eliminate a constraint, the Transmission Demand Charge shall be treated as two transactions for payment purposes, with the portion of the Transmission Charge for which the construction of Network Upgrades will eliminate the constraint priced in accordance with section IV.D. of PT-95 or its successor in Appendix A, and the residual portion of the Transmission Charge for which a constraint is not eliminated by the Network Upgrades priced in accordance with section II of PT-95 or its successor in Appendix A. The Transmission Charge and the Dual Transmission Charge are mutually exclusive charges. Bonneville may charge one or the other, but not both.

4.3 Direct Assignment Facilities

In addition to the payments made pursuant to sections 4.1 or 4.2 above, payment shall be made to Bonneville for the cost incurred by Bonneville for providing any Direct Assignment Facilities. The calculation of the Customer's monthly payment for Direct Assignment Facilities shall be in accordance with PT–95 or its successor in Appendix A.

4.4 Termination Charge

The Customer shall pay an appropriate charge to cover the costs of facilities added for the benefit of the customer under this Tariff the Service Agreement if the Customer terminates Network PTP Transmission Service prior to the termination date of the Service Agreement. The Customer shall receive a credit for any mitigation provided by the facilities to the Network