service. Bonneville will not increase or upgrade the capacity of its existing or planned transmission facilities in order to provide service under this Tariff if doing so would unduly impair system reliability or otherwise jeopardize service to its Native Load Customers and or other Customers to whom Bonneville has a preexisting contractual obligation. Unless otherwise agreed to by Bonneville and the Customer, Bonneville will own any additional electrical facilities or upgrades constructed pursuant to this Tariff. The Customer shall cooperate with Bonneville in the construction of any required facilities and shall take all reasonable steps to assist Bonneville in obtaining any necessary permits, authorizations, and rights-of-way.

### 8. Subsequent Requirements Where No New Facilities Are Needed

#### 8.1 Notification of Applicant

When, pursuant to section 8 hereof, Bonneville determines that adequate capacity and facilities will be available on its electric system to provide the requested service initially and for the full term of the transaction requested, Bonneville shall so notify the Applicant in writing and tender a Service Agreement as soon as possible, not to exceed 30 days thereafter, to the Applicant.

## 8.2 Applicant Responsibilities

Within 30 days, unless otherwise agreed, after receipt of such Service Agreement, the Applicant must either: (a) execute the Service Agreement; (b) withdraw its Application; or (c) inform Bonneville that the Service Agreement is unacceptable as tendered and request that Network PTP Transmission Service commence pursuant to section 134. Failure to take any one of the foregoing actions within such 30 days, unless otherwise agreed, will be deemed to be a withdrawal of the Application. Nothing herein limits the right of the Applicant to file another Application for Network PTP Transmission Service immediately upon such withdrawal.

## 8.3 Extension of Service Date

A Customer that has entered into a contract with an Eligible Utility for the sale, purchase, or exchange of capacity and/or energy or provides Bonneville with sufficient evidence that such a sale is likely to be consummated, can reserve capacity by paying a Reservation Charge specified in section W of the Adjustments, Charges, and Special Rate Provisions.

9. Subsequent Requirements When New Facilities Are Needed

### 9.1 Applicant Notification

When, pursuant to section 9 hereof, Bonneville determines that an Application will require initially, or during the term of the transaction, Network Upgrades and/or Direct Assignment Facilities; in order to either provide the required Network PTP Transmission Service or to interconnect the Applicant to Bonneville's electric system, at the earliest possible date, not to exceed 60 days of receipt of the Application, Bonneville shall inform the Customer, in writing, of the requirement to perform a System Impact Study, and shall tender a Study Agreement.

### 9.2 System Impact Study

Upon receipt of the executed Study Agreement, Bonneville shall commence the System Impact Study. Upon completion of the System Impact Study, Bonneville will present the results, including workpapers, to the Applicant. If Bonneville determines that construction of such facilities is feasible and consistent with its environmental obligations, it shall and tender a Service Agreement under which the Applicant would agree to receive service upon completion of the facility modifications and to fully compensate Bonneville for the facility modifications, pursuant to section 4 herein.

# 9.3 Applicant Responsibility and Remedies

For the Application to remain valid and pending, within 90 days of the receipt of the System Impact Study and the Service Agreement, the Applicant must execute the Service Agreement. In order to protect Bonneville against the risk of nonpayment by the Applicant for the facility modifications, the Applicant and Bonneville shall negotiate reasonable security provisions acceptable to both parties. If Bonneville and the Applicant are unable to reach agreement on the amount and form of the security provisions, then the Applicant may proceed under the provisions of section 19.

# 9.4 Due Diligence in Completion of Facility Modifications

Upon receipt of the executed Service Agreement and the associated security provisions, Bonneville shall use due diligence to complete the necessary modifications within a reasonable time. Bonneville shall give the Customer 90 days written notice prior to the projected completion of the facility modifications. Promptly upon completion of such modifications,

Bonneville shall notify the Customer in writing that service can commence. Service shall commence pursuant to section 4.8.

### 9.5 Coordination of Third Party System Additions

Where the need for Network Upgrades or Direct Assignment Facilities are identified, and such upgrades require the addition of transmission facilities on other system(s), Bonneville shall have the right to coordinate construction on its own system with the construction required by other(s). Bonneville, after consultation with the Customer and representatives of such other system(s), may defer construction of new transmission facilities on its own system pending the resolution of obstacles to the timely completion of new transmission facilities on other system(s) needed to provide the requested service.

## 10. Electronic Bulletin Board

Bonneville shall cooperate with Customers and utilities who are members of the WSCC to develop an electronic bulletin board that is compatible with and useful to all WSCC members. The purpose of the electronic bulletin board is to make known to users the available transmission capacity and any proposals to increase that capacity.

### 11. Scheduling

#### 11.1 General Conditions

All capacity and energy to be transmitted by Bonneville hereunder shall be scheduled in advance pursuant to the terms of the Service Agreement and will reflect the procedures used by Bonneville in scheduling its own transactions. Bonneville will make schedule changes on short notice if reasonably practicable. The Customer shall provide written notification to Bonneville identifying all systems involved in the transaction and authorizing such systems to schedule all capacity and energy to be transmitted by Bonneville pursuant to the Service Agreement on behalf of the Receiving Party at the Point of Delivery or the Delivering Party at the Point of Interconnection.

# 11.2 Customer Responsibility for Third Party Arrangements

Any arrangements necessary for scheduling power flows on third party electric systems, including compensation for any associated costs, losses, or parallel flows on such systems, shall be the responsibility of the Customer requesting service.