

same as for the power bill rendered by Bonneville to Capacity Owner.

#### C. Due Date

Charges pursuant to the annual costs rate shall be included in the power bill rendered by Bonneville to Capacity Owner and shall be due as part of the power bill when such power bill is due.

#### D. Late Payment

The penalties for failure to pay a bill in full on or before close of business on the due date shall be the same as those contained in the late payment provisions in Bonneville's General Rate Schedule Provisions in effect on the date of the bill; provided, however, that no other provision of any such General Rate Schedule Provisions, including, but not limited to, provisions regarding cancellation, termination, or suspension of service, shall have application with respect to the payment of any rate or charge pursuant to the annual costs rate set forth in Exhibit B. Bonneville's right to suspend service for late payment under the Agreement shall be pursuant to paragraph 9(e)(1) of this Agreement, which right shall in no way be limited by this section.

#### E. Disputed Bills

In the event of a disputed bill, full payment shall be rendered to Bonneville and the disputed amount noted. Disputed amounts are subject to the late payment provisions specified in section II(4) of the Billing Provisions of this Exhibit B. Bonneville shall separately account for the disputed amount. If it is determined that Capacity Owner is entitled to the disputed amount, Bonneville shall refund the disputed amount with interest, such interest to be determined by Bonneville's Financial Services Group. In the event that Bonneville and Capacity Owner do not resolve such dispute, Capacity Owner shall not be prevented by this section II(5) of the Billing Provisions of this Exhibit B from initiating arbitration pursuant to and to the extent allowed by section 15 of this Agreement.

#### F. Revised Bills

If Bonneville determines that it has over- or under-charged Capacity Owner due to a computational error or because of an amendment to the Operating Plan in any given billing month, Bonneville may render to Capacity Owner a revised bill.

1. If the amount of the revised bill is less than or equal to the amount of the original bill for such billing month, the revised bill shall replace the original bill issued by Bonneville. The revised bill

shall have the same date as the original bill.

2. If the amount of the revised bill is greater than the amount of the original bill for such billing month, a new bill will be issued for the difference between the revised bill and the original bill. The date of the new bill shall be its date of issuance, and Capacity Owner shall make payment to Bonneville as specified in the Billing Provisions of this Exhibit B.

#### C. General Transmission Rate Schedule Provisions (GTRSPs)

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#### Section I. Adoption of Revised Transmission Rate Schedules and General Transmission Rate Schedule Provisions (GTRSPs)

##### A. Approval of Rates

These rate schedules and GTRSPs shall become effective upon interim approval or upon final confirmation and approval by FERC. BPA will request FERC approval effective October 1, 1995.

##### B. General Provisions

These 1995 Transmission Rate Schedules and associated GTRSPs supersede BPA's 1993 Transmission Rate Schedules and GTRSPs (which became effective October 1, 1993) but do not supersede prior rate schedules required by agreement to remain in force.

Transmission service provided shall be subject to the following Acts, as amended: the Bonneville Project Act, the Regional Preference Act (Pub. L. 88-552), the Federal Columbia River Transmission System Act, and the Pacific Northwest Electric Power Planning and Conservation Act, and the Energy Policy Act of 1992, Pub. L. 102-486, 106 Stat. 2776 (1992).

The meaning of terms used in the transmission rate schedules shall be as defined in agreements or provisions which are attached to the Agreement or as in any of the above Acts.

##### C. Interpretation

If a provision in the executed Agreement is in conflict with a provision contained herein, the former shall prevail.

#### Section II. Billing Factor Definitions and Billing Adjustments

##### A. Billing Factors

###### 1. Scheduled Demand

The largest of hourly amounts wheeled which are scheduled by the customer during the time period specified in the rate schedules.

###### 2. Metered Demand

The Metered Demand in kilowatts shall be the largest of the 60-minute clock-hour integrated demands measured by meters installed at each POD during each time period specified in the applicable rate schedule. Such measurements shall be made as specified in the Agreement. BPA, in determining the Metered Demand, will exclude any abnormal readings due to or resulting from: (a) emergencies or breakdowns on, or maintenance of, the FCRTS; or (b) emergencies on the customer's facilities, provided that such