

**EXCERPT FROM GENERAL CONTRACT PROVISIONS**

**GCP Form PSC-2 – Exhibit B**

**February 7, 1984**

**H. MISCELLANEOUS PROVISIONS**

**Item 31 – General Environmental Provision**

31. General Environmental Provision.

(a) Policy. Bonneville in the performance of this contract shall comply with all of its obligations pursuant to the National Environmental Policy Act.

(b) Affirmative Obligations. The parties agree to:

(1) comply fully with all applicable Federal, State, and local environmental laws;

(2) to assist and to cooperate with each other in meeting each other's environmental obligations, to the fullest extent economically and technically practicable and mutually agreeable; and

(3) provide upon request of the other party a copy of pollution abatement plans as required by the Clean Air Act, by the Clean Water Act, by other Federal statutes, or by an agency having jurisdiction and within a reasonable time submit evidence that such plans have been approved or have not been objected to by agencies with jurisdiction.

(c) Breach of Obligations. A breach of this General Environmental Provision exists only if a final determination, including all appeals, has been entered by a court or pollution control agency or agencies having jurisdiction that the Purchaser's facility is not in compliance with applicable laws respecting the control and abatement of environmental pollution.

(d) Remedy. Bonneville, after consulting with state or local agencies having jurisdiction may restrict delivery of electric capacity or energy to the Purchaser pursuant to this contract, if Bonneville determines that:

(1) a breach of this General Environmental Provision exists;

(2) such breach is resulting in a significant adverse effect on the environment;

(3) no governmental agency has jurisdiction or authority to impose sanctions or to seek remedy for such significant adverse effect on the environment; and

(4) restriction of delivery is the only appropriate remedy and bears a reasonable relationship to the breach.

Before restricting delivery of capacity or energy pursuant to this section, Bonneville shall give the Purchaser written notice and a reasonable opportunity to cure the breach and to seek any legal recourse available to the Purchaser.