

Network Integration Customers' hydroelectric power subject to spill or threatened spill. The Receiving Party shall have responsibility for curtailing unless otherwise provided in the Service Agreement.

8. Service Agreements

8.1 Requirement for a Signed Service Agreement

Bonneville shall provide Energy Transmission Service under this Tariff only to Customers that have signed a Service Agreement with Bonneville. For nonfirm service hereunder, Bonneville and the Customer may enter into an "umbrella" Service Agreement that would provide the Customer transmission access to the Bonneville system to the extent that capacity is available on Bonneville's system, subject to the scheduling provisions set forth in section 7. The "umbrella" Service Agreement shall contain, among other provisions, the term, scheduling provisions and interruption rights, a statement that any Points of Interconnection or Points of Delivery on Bonneville's Energy Transmission Facilities may be used for transmitting and receiving energy, and billing information, including the rates and charges for such service. For short-term firm service hereunder, Bonneville and the Customer may enter into a transaction specific "short-term firm" Service Agreement that would provide the Customer transmission access to the Energy Transmission Facilities to the extent capacity is available on Bonneville's system. Such Service Agreement shall contain the same information that appears in the "umbrella" Service Agreement except that the Point(s) of Interconnection and the Point(s) of Delivery shall be specified. In addition, the "short-term firm" Service Agreement shall include both the demand and total amount of energy to be delivered.

8.2 Obligations on Acceptance of Service

Acceptance of service by a Customer pursuant to a Service Agreement under this Tariff commits the Customer and Bonneville both to the provisions of this Tariff and to the terms of the individual Service Agreement.

9. Billing

Bonneville shall bill in accordance with the billing information in Appendix A, General Rate Schedule Provisions, or successor, or as they may from time to time be revised.

10. Records

10.1 Recordkeeping Obligations

Bonneville and the Customer shall keep such records as may be needed to afford a clear history of all transactions under this Tariff. The originals of all such records shall be retained for a minimum of 2 years plus the current year (or such longer period as may be appropriate and copies shall be delivered to the other party on request.)

10.2 Customer's Right to Examine Records

The Customer shall have the right, during normal business hours, to examine the accounting and other records for the last 2 calendar years relating to its transactions under this Tariff and shall have the right to make such audits and copies of records as it shall deem necessary or desirable. Such examinations shall be at the Customer's expense and may be conducted no more frequently than once every 2 years.

11. Liability and Indemnification

11.1 Western Interconnected Systems Agreement

If an Applicant is a party to the Western Interconnected Systems Agreement Limiting Liability, such agreement shall continue in full force and effect as between the parties to the extent that such provisions may apply to the transactions contemplated by this Tariff.

11.2 No Western Interconnected Systems Agreement

If an Applicant is not a party to the Western Interconnected Systems Agreement Limiting Liability and there is no other agreement on file with the Commission governing liability and indemnification between Bonneville and the Customer, then in such event additional provisions for protection of electric generation facilities or transmission facilities and liability and indemnification may be required. Such additional provisions shall be set forth in the Applicant's Service Agreement.

12. 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. 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's Native Load Customers against the risk of nonpayment. Any disputes over the terms of such security arrangements shall be subject to the provisions of the Tariff.

13. Procedures to Resolve Transmission Complaints

Any complaint arising from an Application hereunder 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.

Issued in Portland, Oregon, on February 17, 1995.

Jack Robertson,

Deputy Chief Executive Officer.

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Federal Energy Regulatory Commission

[Docket Nos. EL95-26-000 and QF90-104-002]

Richmond Power Enterprises, L.P.; Notice of Extension of Comment Date

March 3, 1995.

Take notice that the date for filing of protests, motions to intervene or comments, in response to the notice issued February 16, 1995 (60 FR 10380, February 24, 1995) has been extended to May 25, 1995.

Lois D. Cashell,

Secretary.

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