

Issue Number 3

Whether Powerex's Request is a "good faith transmission request" within the meaning of Subsection 10.4.1 of the NRTA Governing Agreement, the currently applicable standards and policies of the Federal Energy Regulatory Commission (FERC) regarding such requests and Section 213 of the Federal Power Act (FPA).

Issue Number 4

Whether the NRTA Governing Agreement, Subsection 212(i)(1)(ii) of the FPA and FERC's currently applicable standards and policies, require BPA to render firm and non-firm point-to-point service to Powerex over BPA's Northern Intertie and Network facilities, effective October 1, 1996, at rates under the PTP-96, RNF-96 and ET-96 and successor rate schedules that:

A. Reflect the roll-in of the costs of the Northern Intertie to Network revenue requirements;

B. Treat the points of interconnection between the Federal Columbia River Transmission System and the British Columbia Hydro and Power Authority System on the United States-Canada border near Blaine, Washington and Nelway, British Columbia as Points of Integration and Points of Delivery for the Network; and

C. Are subject to the Short Distance Discount for firm service and to nondiscriminatory discounting for nonfirm service.

Bonneville and Powerex have agreed on a qualified arbitrator who will also serve as the Hearing Officer (Hearing Officer) in the Special Proceeding to resolve such issues. Bonneville and Powerex agree to the Arbitrator deciding Issue Number 1 and Issue Number 2 at the initial prehearing conference to be scheduled in the Federal Register notice prescribed by Subsection 12.5.3.ii of the NRTA Governing Agreement (this Notice). Bonneville and Powerex further agree:

1. If the Hearing Officer at such prehearing conference makes affirmative findings with respect to both Issue Number 1 and Issue Number 2, the Hearing Officer shall also determine the procedural effect of the ruling, including but not limited to:

(a) Suspension of further arbitration procedures with respect to Issue Number 3 and Issue Number 4 until after the Administrator issues his decision in WP-96/TR-96; or

(b) Termination of this arbitration, without prejudice to Powerex pursuing such other and further rights as may be available to it under the NRTA governing agreement, and

2. That if the Arbitrator at such prehearing conference fails to make affirmative findings with respect to both Issue Number 1 and Issue Number 2, then the Arbitrator shall establish a procedural schedule for a separate proceeding under Subsection 7(i) of the Northwest Power Act to resolve Issue Number 3 and Issue Number 4.

BPA and Powerex agree that the remaining issues arising from Powerex's Request shall not be subject to arbitration at this time, without prejudice to Powerex seeking at a later date to invoke the dispute resolution provisions of the NRTA governing Agreement in the event:

1. Ongoing discussions between Bonneville and Powerex do not result in a satisfactory mutual agreement regarding available transmission capacity on the Northern Intertie; or

2. The transmission service issues raised by Powerex in the Request are not resolved to Powerex's satisfaction in BPA Docket TC-96.

If the Hearing Officer determines that the proceeding shall address the substantive issues, the relevant documents and testimony from WP/TR-96 will be identified and made available to all parties to the proceeding.

Issued in Portland, Oregon, on February 7, 1996.

Sue F. Hickey,
Chief Operating Officer.

[FR Doc. 96-3189 Filed 2-12-96; 8:45 am]

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Pittsburgh Energy Technology Center; Notice of Non-Competitive Financial Assistance Award

AGENCY: Pittsburgh Energy Technology Center, Department of Energy.

ACTION: Determination of Non-Competitive award of a Cooperative Agreement with the Electric Power Research Institute.

SUMMARY: The U.S. Department of Energy (DOE), Pittsburgh Energy Technology Center (PETC) announces that pursuant to 10 CFR 600.7(b)(2)(i), criteria (D), it intends to award a Cooperative Agreement to the Electric Power Research Institute for "DOE/EPRI Cooperation on Indian Greenhouse Gas Pollution Prevention Project". The Electric Power Research Institute has been determined to be a unique organization with unique qualifications in accordance with 10 CFR 600.7(b)(2)(i), criteria (D) and a competitive solicitation would be inappropriate.

ADDRESSES: U. S. Department of Energy, Pittsburgh Energy Technology Center,

Acquisition and Assistance Division, P.O. Box 10940, MS 921-118, Pittsburgh, PA 15236-0940.

FOR FURTHER INFORMATION CONTACT: William R. Mundorf, Contract Specialist, 412/892-4483.

SUPPLEMENTARY INFORMATION:

Cooperative Agreement No.

DE-FC22-96PC9

Title of Effort:

DOE/EPRI Cooperation on Indian Greenhouse Gas Pollution Prevention Project

Awardee

Electric Power Research Institute

Term of Assistance Award

Five (5) Years

Cost of Assistance Effort

The total estimated project value is \$2,300,000.

Objective

The objectives of this project are to: (1) Reduce carbon dioxide emissions per kilowatt-hour generated in existing Indian coal-fired power plants, and (2) encourage Indian sugar mills to use of biomass fuels, rather than fossil fuels, year round in higher efficiency cogeneration plants. The effort will require extensive training, plant efficiency studies, and technology transfer.

Richard D. Rogus,

Contracting Officer.

[FR Doc. 96-3188 Filed 2-12-96; 8:45 am]

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Federal Energy Regulatory Commission

[Docket No. CP85-221-061]

Frontier Gas Storage Company; Notice of Sale Pursuant to Settlement Agreement

February 7, 1996.

Take notice that on January 31, 1996, Frontier Gas Storage Company (Frontier), c/o Reid & Priest, Market Square, 701 Pennsylvania Ave., N.W., Suite 800, Washington, D.C. 20004, in compliance with provisions of the Commission's February 13, 1985, Order in Docket No. CP82-487-000, *et al.*, submitted an executed Service Agreement under Rate Schedule LVS-1 providing for the possible sale of up to a daily quantity of 50,000 MMBtu, not to exceed 5 Bcf of Frontier's gas storage inventory on an "as metered" basis to WBI Gas Services, Company, for term ending January 31, 1997.