

withdrawal project to supply water to the applicant's distribution system from existing Well Nos. 1 and 2; from new Well Nos. 5, 6, 7, 8, A, B, C, D and F; and to limit the withdrawal from all wells to 33 mg/30 days. The project is located in Nesquehoning Borough, Carbon County, Pennsylvania.

6. *Borough of Berlin D-95-24 CP*. An application for approval of a ground water withdrawal project to supply up to 40 mg/30 days of water to the applicant's distribution system from new Well Nos. 12 and 14, and to limit the withdrawal from all wells to 92.3 mg/30 days. The project is located in Berlin Borough and Berlin Township, Camden County, New Jersey.

7. *B & B Poultry Company D-95-33*. An application for approval of a ground water withdrawal project to continue to supply water to the applicant's poultry processing facility from new Well No. 7 and existing Well Nos. 4, 5 and 6, and to increase the existing withdrawal limit from all wells to 9.3 mg/30 days to 14.19 mg/30 days. The project is located in Pittsgrove Township, Salem County, New Jersey.

8. *City of Vineland D-95-47 CP*. An application for approval of a ground water withdrawal project to supply up to 5.6 mg/30 days of water to the applicant's distribution system from new Well No. 14, and to increase the existing withdrawal limit of 400 mg/30 days from all wells to 494.5 mg/30 days. The project is located in the City of Vineland, Cumberland County, New Jersey.

9. *Texaco Refining & Marketing, Inc. D-96-2*. A project to construct a ground water remediation treatment plant with the capacity to treat up to 47,520 gpd of ground water recovered from two extraction Well Nos. RW-1 and MW-5. The applicant will provide an air stripper for removal of Volatile Organic Compounds (VOCs), a particle filter to remove suspended solids, and a liquid phase granular-activated carbon filtration system for final polishing prior to discharge to the Westfall Town shopping center storm drainage system which outfalls to the Delaware River in the Special Protection Waters designated as Significant Resource Waters. The remediation system will serve only the applicant's former Texaco Service Station site (now a Mobil gas station) at Route 209/6 and Kokolias Lane in Westfall Township, approximately one mile downstream of Matamoras Borough, Pike County, Pennsylvania.

Documents relating to these items may be examined at the Commission's offices. Preliminary dockets are available in single copies upon request.

Please contact George C. Elias concerning docket-related questions. Persons wishing to testify at this hearing are requested to register with the Secretary prior to the hearing.

Dated: March 11, 1996.

Susan M. Weisman,

Secretary.

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DEPARTMENT OF ENERGY

Bonneville Power Administration

Delivery of the Canadian Entitlement

AGENCY: Bonneville Power Administration (BPA), Department of Energy (DOE).

ACTION: Notice of Availability of Record of Decision (ROD).

SUMMARY: The United States Entity (the Administrator of the Bonneville Power Administration and the Division Engineer, North Pacific Division of the US Army Corps of Engineers) has decided to fulfill its obligation under the Columbia River Treaty (Treaty) between the United States and Canada by delivering Canada's Entitlement under the Treaty to a point on the United States/Canada border near Oliver, British Columbia (BC). Delivering the Entitlement at that location will require BPA to construct and operate a new single-circuit 500-kV transmission line from Grand Coulee or Chief Joseph Substation to the United States/Canada border, a distance of 135 to 155 kilometers (85 to 95 miles), depending on the alignment selected.

The Treaty, signed in 1961, led to the construction of three storage dams on the Columbia River system in Canada and one in the United States. Under the Treaty, Canada and the United States equally share the benefits of the additional power that can be generated at dams downstream in the United States because of the storage at the upstream Treaty reservoirs. Canada's half of the downstream power benefits, known as the Canadian Entitlement, is estimated to be approximately 1,200 to 1,500 megawatts (MW) of capacity and 550 to 600 average megawatts (aMW) of energy. Canada sold its share of the power benefits for 30-year periods to a consortium of US utilities. The 30-year sale will begin to expire in 1998, when the first installment of the Canadian Entitlement must be delivered to Canada. The Treaty specifies that the Entitlement must be delivered to Canada at a point on the border near Oliver unless other arrangements are

agreed upon by the Entities. An interim agreement allows the Entitlement to be delivered over existing facilities between 1998 and 2003.

Over a period of several years, the United States and Canadian Entities made a concerted effort to find a mutually agreeable alternative to commercially acceptable terms to delivery at Oliver. In the Delivery of the Canadian Entitlement Final Environmental Impact Statement (DOE/EIS-0197, issued in January 1996), the United States Entity evaluated the potential environmental impacts of a range of alternatives for delivering the Entitlement to Canada, including various combinations of delivery points, power purchases, resource development, and use of the Intertie System. This decision to deliver the full Entitlement to Oliver reflects the inability of the United States and Canadian Entities to agree to an alternative arrangement to the delivery point specified in the Treaty.

To comply with the Treaty, the United States Entity must be able to deliver the full Entitlement to Canada by April 1, 2003. In order to meet that schedule and to provide time for environmental analysis, public involvement, planning, and construction of a transmission line, BPA will issue a Notice of Intent to prepare the Oliver Delivery Project EIS, and begin scoping activities to support that EIS. The Oliver Delivery Project EIS will address the construction and operation of the transmission line required to implement the United States Entity's decision to deliver the full Entitlement at Oliver.

The United States Entity continues to be open to discussion with the Canadian Entity regarding commercially acceptable alternative delivery arrangements to full delivery at Oliver. In the event the United States Entity and the Canadian Entity mutually agree on an alternative disposition of the Canadian Entitlement, within a timeframe that allows the United States Entity to timely fulfill its obligation to Canada, the United States Entity will revisit its decision to deliver the full Canadian Entitlement to Oliver. The Delivery of the Canadian Entitlement EIS will be evaluated to determine whether it adequately covers the environmental inputs of that alternative, or whether a supplement to the EIS needs to be prepared.

ADDRESSES: Copies of the ROD and Environmental Impact Statement may be obtained by calling BPA's toll-free document request line: 1-800-622-4520.

FOR FURTHER INFORMATION CONTACT: Ms. Katherine Pierce—ECN, Bonneville Power Administration, P.O. Box 3621, Portland, Oregon, 97208-3621, phone number (503) 230-3962, fax number (503) 230-5699.

Public Availability: This ROD will be distributed to all interested and affected persons and agencies.

Issued in Portland, Oregon, on March 12, 1996.

Randall W. Hardy,
Chair, United States Entity.

Major General Russell L. Fuhrman,
Member, United States Entity.

[FR Doc. 96-6708 Filed 3-19-96; 8:45 am]

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Notice of Publication of the Insufficiency and Allocations Exhibit for the Power Sales Contract

AGENCY: Bonneville Power Administration (BPA), DOE,

ACTION: Publication of BPA's Insufficiency and Allocations Exhibit.

SUMMARY: Section 5(b)(5) of the Northwest Power Act requires BPA to include a provision in its requirements contracts establishing how BPA would distribute its power if there is not enough power to meet the demand. The provisions published below satisfy this statute. Customers that negotiate a new requirements contract with BPA will have the choice of referencing the provisions containing the formula below or incorporating the same language as an exhibit to their contract.

FOR FURTHER INFORMATION CONTACT: Mr. Dale Latham, Power Contracts—MPSD, Bonneville Power Administration, P.O. Box 3621, Portland, Oregon, 97208-3621, phone number (503) 230-5260, fax number (503) 230-4973.

SUPPLEMENTARY INFORMATION:

I. Purpose of Insufficiency and Allocation Provisions

The purpose of these provisions is to comply with the requirements of the Northwest Power Act regarding insufficiency by describing the methodology that BPA will use to establish each Customer's share of available Requirements Power during a period of insufficiency as determined by BPA. This methodology will be referenced in new power sales contracts which BPA is currently negotiating with its preference utility customers.

II. Provisions

If and when BPA forecasts, on a planning basis, an inability to acquire resources to meet its Requirements

obligation to supply demand and diurnal energy quantities to its public body and cooperative, Federal agency, direct-service industrial, and investor-owned utility customers, BPA will issue a written notice to limit its supply obligation. BPA's resulting obligation will be no less than an amount equal to the Federal Base System (FBS) firm peak capability and firm energy capability.

Notwithstanding any insufficiency notice issued based on planning criteria specified in the paragraph above, BPA's obligation to supply demand and diurnal energy amounts in an operating year must equal or exceed the firm peak capability or firm energy capability of the FBS before BPA implements an insufficiency restriction.

III. Insufficiency Notices

The insufficiency notice will specify BPA's best estimate of each month's demand and diurnal energy capability of the FBS, and the associated allocation to each customer class. Such allocation is to be based on BPA's estimate of the anticipated loads that each such class will place on BPA for the month. In making its estimate, BPA will sum: the then-current Requirements Power purchase amounts for the month for all customers in the affected class that have established purchase amounts for Requirements Power; and for all other customers in the class, BPA's forecast of the customers' Requirements Power load on BPA for the month.

IV. Notice of Insufficiency Calculation

At least 3 months prior to any month in which BPA has an insufficiency, BPA will calculate each customer's share of available Federal resources and make such calculations available to its customers.

V. Retraction of Insufficiency Notice

When BPA is able to meet its supply obligations based on the amount of Requirements Power that the customers would purchase absent the restriction, BPA may cancel the restriction.

VI. Formula Allocations

The following definitions are used in the allocation formulas: Class 1 = public body, cooperative class; Class 2 = Federal agency class; Class 3 = direct-service industry class; Class 4 = investor-owned utility class.

VII. Allocation Formula Variables Defined

The following variables are used in the allocations formulas: S1—Requirements Service for a Class 1 customer; S2—Requirements Service for a Class 2 customer; S3—Requirements

Service for a Class 3 customer; S4—Requirements Service for a Class 4 customer; SM—A Montana customer's Requirements Service purchases; M—Montana Reservation Resource amount as determined by BPA; RBPA—Total FBS and non-FBS Resources available to BPA to serve Requirements Service loads. Includes RT: R1—Resources sold to BPA by a Class 1 customer plus in-lieu power sold by BPA to a Class 1 customer; R2—Resources sold to BPA by a Class 2 customer; R3—Resources sold to BPA by a Class 3 customer; R4—Resources sold to BPA by a Class 4 customer plus in-lieu power sold by BPA to a Class 4 customer; RT—Total of R1, R2, R3 and R4.

VIII. Firm Energy and Peak Demand Allocation Formulas

BPA will use the following formulas to determine each Customer's monthly right to power during a period of insufficiency. BPA will calculate the Customer's monthly right to demand and energy during each of BPA's established diurnal energy periods. The Customer's right to purchase Requirements Power from BPA is limited to the calculated quantities.

Formula 1: If $RBPA - (\Sigma R3 + \Sigma R4) \geq (\Sigma S1 + \Sigma S2)$, all Class 1 and Class 2 Customers receive allocations equal to their respective Requirements Power purchases. Go to Formula 2.

Otherwise: If $M / \Sigma SM > (RBPA - RT) / (\Sigma S1 + \Sigma S2)$ then: Each Montana Customer's allocation = $SM / \Sigma SM * M$. Other Class 1 and Class 2 Customer's allocation is as follows: Allocate R1 to eligible Class 1 Customers and R2 to eligible Class 2 Customers. Allocate excess R1 proportionally to remaining Class 1 Requirements Power purchases and excess R2 proportionally to remaining Class 2 Requirements Power purchases. Iterate until all R1 and R2 is used. Use $S1 / (\Sigma S1 + \Sigma S2 - \Sigma SM) * (RBPA - \Sigma RT - M)$ for allocating to remaining Class 1 Requirements Power purchases. Use $S2 / (\Sigma S1 + \Sigma S2 - \Sigma SM) * (RBPA - \Sigma RT - M)$ for allocating to remaining Class 2 Requirements Power purchases. Class 3 and Class 4 customer's allocation is as follows: Allocate R3 to eligible Class 3 Customers and R4 to eligible Class 4 Customers. Allocate excess R3 proportionally to remaining Class 3 Requirements Power purchases and excess R4 proportionally to remaining Class 4 Requirements Power purchases. Iterate until all R3 and R4 is used. Finished calculation for 1 month. Return to Formula 1 to proceed with monthly calculation.

If $M / \Sigma SM < (RBPA - RT) / (\Sigma S1 + \Sigma S2)$ then: All Class 1 and Class 2 customers'