

*Comment Date:* 5 p.m. ET 11/13/23.  
*Docket Numbers:* ER24–159–000.  
*Applicants:* PJM Interconnection, L.L.C.  
*Description:* § 205(d) Rate Filing: Amend ISA/GSA, SA Nos. 5245 & 5250; Queue No. AB2–067/AC1–044/AD2–189 (amend) to be effective 12/20/2023.  
*Filed Date:* 10/20/23.  
*Accession Number:* 20231020–5038.  
*Comment Date:* 5 p.m. ET 11/13/23.  
*Docket Numbers:* ER24–160–000.  
*Applicants:* PacifiCorp.  
*Description:* Tariff Amendment: Termination of Black Hills NITSA Rev 3 (SA 347) to be effective 12/31/2023.  
*Filed Date:* 10/20/23.  
*Accession Number:* 20231020–5043.  
*Comment Date:* 5 p.m. ET 11/13/23.  
*Docket Numbers:* ER24–161–000.  
*Applicants:* Tri-State Generation and Transmission Association, Inc.  
*Description:* § 205(d) Rate Filing: Initial Filing of Service Agreement FERC No. 915 to be effective 9/20/2023.  
*Filed Date:* 10/20/23.  
*Accession Number:* 20231020–5065.  
*Comment Date:* 5 p.m. ET 11/13/23.  
*Docket Numbers:* ER24–162–000.  
*Applicants:* American Transmission Systems, Incorporated, PJM Interconnection, L.L.C.  
*Description:* § 205(d) Rate Filing: American Transmission Systems, Incorporated submits tariff filing per 35.13(a)(2)(iii): ATSI submits Revised Interconnection Agreement, Service Agreement No. 3992 to be effective 12/20/2023.  
*Filed Date:* 10/20/23.  
*Accession Number:* 20231020–5066.  
*Comment Date:* 5 p.m. ET 11/13/23.  
*Docket Numbers:* ER24–163–000.  
*Applicants:* Exelon Business Services Company, LLC, PJM Interconnection, L.L.C.  
*Description:* § 205(d) Rate Filing: Exelon Business Services Company, LLC submits tariff filing per 35.13(a)(2)(iii): BGE, PECO & Pepco Request for Order Authorizing Abandoned Plant Incentive to be effective 12/20/2023.  
*Filed Date:* 10/20/23.  
*Accession Number:* 20231020–5067.  
*Comment Date:* 5 p.m. ET 11/13/23.  
*Docket Numbers:* ER24–164–000.  
*Applicants:* Tri-State Generation and Transmission Association, Inc.  
*Description:* § 205(d) Rate Filing: Amendment to Service Agreement FERC No. 891 to be effective 9/21/2023.  
*Filed Date:* 10/20/23.  
*Accession Number:* 20231020–5070.  
*Comment Date:* 5 p.m. ET 11/13/23.  
*Docket Numbers:* ER24–165–000.  
*Applicants:* Midcontinent Independent System Operator, Inc.

*Description:* Compliance filing: 2023–10–20 Order No. 895 Credit Information Sharing Compliance to be effective 10/21/2023.  
*Filed Date:* 10/20/23.  
*Accession Number:* 20231020–5073.  
*Comment Date:* 5 p.m. ET 11/13/23.  
*Docket Numbers:* ER24–166–000.  
*Applicants:* Sun Streams Expansion, LLC.  
*Description:* § 205(d) Rate Filing: Amendment to LGIA Co-Tenancy Agreement to be effective 10/21/2023.  
*Filed Date:* 10/20/23.  
*Accession Number:* 20231020–5074.  
*Comment Date:* 5 p.m. ET 11/13/23.  
*Docket Numbers:* ER24–167–000.  
*Applicants:* Sun Pond, LLC.  
*Description:* § 205(d) Rate Filing: Certificate of Concurrence for Amendment to LGIA Co-Tenancy Agreement to be effective 10/21/2023.  
*Filed Date:* 10/20/23.  
*Accession Number:* 20231020–5081.  
*Comment Date:* 5 p.m. ET 11/13/23.  
*Docket Numbers:* ER24–168–000.  
*Applicants:* Pennsylvania Power Company, PJM Interconnection, L.L.C.  
*Description:* § 205(d) Rate Filing: Pennsylvania Power Company submits tariff filing per 35.13(a)(2)(iii): Penn Power Amends 9 ECSAs (5390 5516 5569 5640 5703 6041 6334 6347 6618) to be effective 12/31/9998.  
*Filed Date:* 10/20/23.  
*Accession Number:* 20231020–5084.  
*Comment Date:* 5 p.m. ET 11/13/23.  
*Docket Numbers:* ER24–169–000.  
*Applicants:* Niagara Mohawk Power Corporation, New York Independent System Operator, Inc.  
*Description:* § 205(d) Rate Filing: Niagara Mohawk Power Corporation submits tariff filing per 35.13(a)(2)(iii): Niagara Mohawk 205: Amended ISA between NMPC & Cedar Rapids Transmission (SA336) to be effective 9/20/2023.  
*Filed Date:* 10/20/23.  
*Accession Number:* 20231020–5091.  
*Comment Date:* 5 p.m. ET 11/13/23.  
*Docket Numbers:* ER24–170–000.  
*Applicants:* PJM Interconnection, L.L.C.  
*Description:* Tariff Amendment: Notice of Cancellation of ISA, SA No. 5485; Queue No. AB1–107 Re: Withdrawal to be effective 12/20/2023.  
*Filed Date:* 10/20/23.  
*Accession Number:* 20231020–5102.  
*Comment Date:* 5 p.m. ET 11/13/23.  
*Docket Numbers:* ER24–171–000.  
*Applicants:* Skysol, LLC.  
*Description:* Baseline eTariff Filing: Skysol, LLC MBR Tariff to be effective 11/30/2023.  
*Filed Date:* 10/20/23.

*Accession Number:* 20231020–5103.  
*Comment Date:* 5 p.m. ET 11/13/23.  
*Docket Numbers:* ER24–172–000.  
*Applicants:* FirstEnergy Pennsylvania Electric Company.  
*Description:* Baseline eTariff Filing: 2023.10.20—Baseline Market-Based Rate Tariff Filing to be effective 10/20/2023.  
*Filed Date:* 10/20/23.  
*Accession Number:* 20231020–5106.  
*Comment Date:* 5 p.m. ET 11/13/23.  
 The filings are accessible in the Commission's eLibrary system (<https://elibrary.ferc.gov/idmws/search/fercgensearch.asp>) by querying the docket number.

Any person desiring to intervene, to protest, or to answer a complaint in any of the above proceedings must file in accordance with Rules 211, 214, or 206 of the Commission's Regulations (18 CFR 385.211, 385.214, or 385.206) on or before 5:00 p.m. Eastern time on the specified comment date. Protests may be considered, but intervention is necessary to become a party to the proceeding.

eFiling is encouraged. More detailed information relating to filing requirements, interventions, protests, service, and qualifying facilities filings can be found at: <http://www.ferc.gov/docs-filing/efiling/filing-req.pdf>. For other information, call (866) 208–3676 (toll free). For TTY, call (202) 502–8659.

The Commission's Office of Public Participation (OPP) supports meaningful public engagement and participation in Commission proceedings. OPP can help members of the public, including landowners, environmental justice communities, Tribal members and others, access publicly available information and navigate Commission processes. For public inquiries and assistance with making filings such as interventions, comments, or requests for rehearing, the public is encouraged to contact OPP at (202) 502–6595 or [OPP@ferc.gov](mailto:OPP@ferc.gov).

Dated: October 20, 2023.

**Kimberly D. Bose,**  
 Secretary.

[FR Doc. 2023–23831 Filed 10–27–23; 8:45 am]

**BILLING CODE 6717–01–P**

## DEPARTMENT OF ENERGY

### Southeastern Power Administration

#### Notice of Issuance of Final Power Marketing Policy, for the Jim Woodruff System Project

**AGENCY:** Southeastern Power Administration (Southeastern), DOE.

**ACTION:** Notice of final power marketing policy.

**SUMMARY:** The Administrator has adopted the attached Final Power Marketing Policy for the Jim Woodruff System Project. The policy will be effective thirty days after publication in the **Federal Register**. The policy was developed in accordance with Southeastern's Procedure for Public Participation in the Formulation of Marketing Policy published July 6, 1978, pursuant to a notice of intent to formulate a power marketing policy published in the **Federal Register** of August 5, 2022, and a proposed policy published in the **Federal Register** of April 7, 2023. A public comment forum was held via a virtual web based meeting on June 8, 2023. Comments were due on or before June 23, 2023. Twelve comments were received relative to the proposed policy. The Administrator appointed a Staff Committee to prepare a Staff Evaluation of all oral and written comments and responses received by Southeastern and to make appropriate recommendations. The Staff Evaluation was completed on Sept 5, 2023. Following the Staff Evaluation, the Administrator decided to adopt the policy as modified.

**SUPPLEMENTARY INFORMATION:**

The Final Power Marketing Policy sets forth the guidelines which Southeastern will follow in the future disposition of power from the Jim Woodruff System. The policy covers power from the Jim Woodruff project and establishes the marketing area and specifies the allocation of power to area preference customers. The policy also deals with utilization of area utility systems for essential purposes, wholesale rates, and energy and economic efficiency measures.

Southeastern has determined this action fits within the following categorical exclusions listed in appendix B to subpart D of 10 CFR 1021: B4.1 (Contracts, policies, and marketing and allocation plans for electric power). Categorically excluded projects and activities do not require preparation of either an environmental impact statement or an environmental assessment.

A recital of the primary comments regarding the proposed power marketing policy, responses to those comments, and specific decisions and changes in the proposed power marketing policy approved by the Administrator precede the text of the final policy as adopted.

**Primary Comments and Responses**

1. *Comment:* The proposed policy states that the Jim Woodruff Lock and

Dam (Project) has a total capacity of 36 MW. The Policy also lists the capacity allocations for each of the current preference customers which adds up to the total 36 MW. It was our understanding from SEPA's February 2, 2023, presentation that the total installed capacity of the Project is 43.345 MW, and the preference customers will have access to the total generation each hour measured at the busbar based upon each preference customer's pro-rata share. The proposed policy states that if the actual generation is less than the allocated capacity in any hour then the amount delivered to each preference customer will be reduced, pro-rata; however, the proposed policy is silent as to what happens if the actual generation in any hour is in excess of the 36 MW. Is it the intention that any generation in excess of 36 MW would be allocated pro-rata share as well? Should the proposed policy be amended to address how total generation in excess of 36 MW will be handled?

*Response:* Southeastern states its goal in the proposed policy is to allocate all available and usable system power to preference customers. The legacy capacity value of 36 MW is used in the proposed Marketing policy as a denominator for calculating the pro-rata share. Nameplate capacity is 48.165 MVA but maximum operating capacity is limited to 43.345 MW. There are many hours, depending on streamflow, where the project generates less than 36 MW and hours where generation is above 36 MW—up to the plant maximum operating capacity. As a “run-of-the-river” project, there is limited ability to dispatch against streamflow. “Preference customers” are those entities with customer contracts. Preference customers would receive a pro-rata share of energy generated. Southeastern does not think an amended Policy is needed to address total energy allocations.

2. *Comment:* If the preference customers do have access to their pro-rata share of the actual Project generation each hour, under the new contracts, what will the billing demand determinant be based upon? Will it be based upon the actual Project peak generation for the month or capped at the total 36 MW?

*Response:* The rate structure for Jim Woodruff currently contains a metered energy and a monthly demand charge. This construct is subject to periodic rate-development proceedings and will be addressed there. The Jim Woodruff rates are effective through September 30, 2026. Southeastern intends to keep the current JW-1-L rate where monthly billing demand will be based on

capacity allocations. Energy billing will be based on the customer ratio-share of monthly project net metered generation at the bus-bar.

3. *Comment:* The proposed policy states that the Final Marketing Policy will be implemented through contracts for terms not to exceed ten years and the existing preference customers can continue with their current allocated shares of capacity. Will all Preference-Eligible customers listed in Appendix A have access to a pro-rata share of the total capacity of the Project capacity after the end of the ten-year contracts with the existing preference customers (*i.e.*, subject to the 500 kW limitation) or will the existing preference customers have right of first refusal?

*Response:* Southeastern's marketing area in the Final Policy is the entire state of Florida and contains 53 preference-eligible public bodies and cooperatives based on 2020 load information. Southeastern currently has contracts with six of these preference-eligible entities. Southeastern does not expect any additional power or energy to be marketable for the foreseeable future as a result of the Duke Energy Florida contract termination so Southeastern proposes to continue arrangements with these six customers. However, Southeastern has included a mechanism in the proposed policy to allow power and energy to be allocated should any become available in the future. Thus, the expiration of the initial contract term could allow system power or energy to be made available to other preference-eligible customers. The proposed policy does not convey a “right of first refusal” to any customer nor an obligation on the government to allocate a pro-rata share of the total system capacity across all preference-eligible customers at the end of the contract term.

4. *Comment:* The proposed policy states that “both existing and preference-eligible customers will be eligible to share equitably in any capacity remaining after reductions for reserves, losses or capacity and energy relinquished by existing customers”. What is meant by the term “reserves”?

*Response:* Reserves include capacity to meet station service needs and any other operational requirements at the Project.

5. *Comment:* Under the Utilization at Utility Systems section of the proposed policy, there is a statement that it may be necessary for Southeastern to contract with a third party to “dispose” of system power under “reasonable and acceptable marketing arrangements”. If the preference customers are receiving a pro-rata share of all of the output, when

would a condition exist that would result in the disposal of system power? It is our understanding from the February 2nd meeting that the contracting preference customers will be responsible for contracting with Duke Energy Florida (DEF) for the transmission of the Project power (either network transmission service or presumably point-to-point transmission service for those preference customers that need to wheel power across DEF's transmission system). We understand that Southeastern will be entering into an interconnection agreement with DEF. Does Southeastern expect a need to contract with DEF or another utility for any other transmission or marketing arrangement (*i.e.*, other than the interconnection agreement with DEF)?

*Response:* Dispose is referred to Southeastern's authorizing legislation, section 5, Flood Control Act 1944, 16 U.S.C. 825s. The proposed policy specifies delivery to the project bus-bar (Point of Interconnection with DEF). Southeastern may be required to enter into a re-imbusement agreement with the Host Balancing Authority (DEF) in the event arrangements need to be implemented to allow Jim Woodruff to be treated as a Pseudo-Tied generator, as that term is defined by the North American Electric Reliability Corporation. It is expected that if this becomes necessary, it will be a financial transaction and not a bartered marketing arrangement.

6. *Comment:* For Seminole to schedule the Project power each hour under the DEF transmission agreement, Seminole will require real time telemetry access to the actual Project net generation. Seminole will plan to contact Carter Edge to make those arrangements.

*Response:* Southeastern does not have real-time telemetry at Jim Woodruff. It is expected that this information is available from DEF via the Eastern Interconnection Data Sharing Network (EIDSN).

7. *Comment:* The proposed power marketing policy indicates it will be implemented through contracts with terms not to exceed ten years. How was the ten-year term chosen? Why or under what circumstances would the Southeastern Power Administration ("SEPA") consider a term of less than ten-years? Did SEPA consider a contract term that lasts for the life of the project, with rights for a preference customer to exit earlier, if it desires to do so? Will the terms of all preference customer contracts have to be the same? To the extent that other SEPA power marketing policies have standard contract terms of 20 years, with evergreen provisions, the

Cities would urge SEPA that the Jim Woodruff System Project should, at least, have contract terms of the same length.

*Response:* The proposed power marketing policy supports the statutory authority granted to the Administrator in section 5 of the Flood Control Act of 1944, 16 U.S.C. 825s, allowing power and energy not required in the operation of project to be transmitted and sold in such a manner to as to encourage the most widespread use thereof at the lowest rates possible to consumers consistent with sound business principles. Southeastern agrees that providing for a contract term up to twenty years would give maximum flexibility in the negotiations under this policy and will allow for contracts to be entered into for a term greater than ten years if necessary or if found desirable during contract negotiations. Contracts can be extended beyond the initial term if acceptable by the parties.

8. *Comment:* The proposed power marketing policy states: "Resale rate provisions requiring the benefits of Southeastern's power to be passed on to the ultimate consumer will be included in each customer contract with Southeastern which provides for Southeastern to supply more than 25% of the customer's total power requirements . . . ." Why are these resale rate provisions necessary? And, why do they only apply to a preference customer whose supply from SEPA is more than 25% of the customer's total power requirement? How the 25% is calculated, and is it a one-time calculation, or is it periodically redone to pick up changes in total power requirements? Will these resale rate provisions apply to imbalance sales? Specifically, does SEPA expect the Cities to be subject to such resale rate provisions? If so, it will be important that the resale rate provisions not conflict with the imbalance sale terms of filed FERC tariffs for the relevant transmission provider. Further, any resale rate or other provisions should be cognizant that the Cities are members of a joint action agency and that there needs to be a mechanism available for the cities to integrate their wholesale power supply needs with the portfolio of the joint action agency, including the possibility of assigning or transferring the output of the SEPA power to the joint action agency for the duration of term the joint action agency may be supplying the balance of each of the City's wholesale power needs.

*Response:* After review of Southeastern's other three marketing areas the agency will modify the policy to eliminate the Resale Rates section.

Southeastern will modify the policy to add the Florida Municipal Power Agency as a preference eligible customer as it represents solely municipal customers.

9. *Comment:* The proposed power marketing policy indicates that SEPA can dispose of system power under reasonable and acceptable marketing arrangements. Who determines the reasonability and acceptability of the marketing arrangements? Will there be an opportunity for preference customers to provide input on those determinations? Under what circumstances would SEPA anticipate having to dispose of system power? To the extent that SEPA does dispose of system power, how will revenue from those transactions be applied to SEPA's revenue requirements, as a credit to the benefit of the preference customers? If the disposal of system power results in a net cost to SEPA, will preference customers be responsible for any of that cost and, if so, to what extent?

*Response:* Southeastern has used a public participation process for formulating power marketing policies since 1978 with procedures outlined in the Procedure for Public Participation in the Formulation of Marketing Policy (43 FR 29186, 29187, July 6, 1978) to dispose of system power. The Jim Woodruff System will continue to be hydraulically, electrically, and financially integrated as a single project system. Revenue requirements are calculated to recover operating expenses and the federal capital investment and rates are set for the sale of power and energy in excess of use at the project to preference customers in a manner consistent with sound business principles. A periodic rate filing process where costs and revenues are calculated and shared via public forums allows for public participation and rates to be reviewed and approved by the Federal Energy Regulatory Commission (FERC). Southeastern will continue to use cost-based rates subject to Congressional, FERC and Department of Energy mandates.

10. *Comment:* The proposed power marketing policy states: "Each customer purchasing Southeastern's power shall agree to take reasonable measures to encourage the conservation of energy by ultimate consumers." Where will this referenced agreement to encourage conservation reside? As a part of the project contracts, or elsewhere? Why is this conservation encouragement measure included here? Will SEPA require quantitative or qualitative tracking and reporting of conservation encouragement measures? If efforts to encourage conservation to not prove to

reduce energy consumption by a preference customer's ultimate consumers, will that have a negative impact on preference customers in any manner?

*Response:* Power marketing policies in other systems marketed by Southeastern include the referenced wording which encourages energy conservation by preference customers consistent with guidance in the Department Energy Organization Act, 42 U.S.C. 7112 (1977), where departmental elements are directed "to promote maximum possible energy conservation measures in connection with the activities within their respective jurisdictions." Southeastern currently has no plans for qualitative and quantitative tracking of performance for conservation measures employed by ultimate users. This topic will be addressed in customer contracts.

11. *Comment:* SEPA has indicated that it will now have to enter into a large generator interconnection agreement ("LGIA"), and take interconnection service, from Duke Energy Florida ("DEF"), following the termination of the existing DEF arrangement with SEPA on April 20, 2024. If studies associated with the LGIA indicate system impacts on the DEF system, that have to be paid for by SEPA to receive interconnection service, when does SEPA expect to receive those cost estimates? Assuming that there are any costs that must be paid to DEF under the LGIA, the Cities expect those costs to be borne proportionately through rates by each of the preference customers. Under any circumstance, would that not be the case? If there are costs that have to be paid to DEF for interconnection service, subject to refund, how will those refund amounts be distributed to preference customers?

*Response:* Southeastern does not anticipate initial or normal recurring costs associated with implementing the LGIA with Duke Energy Florida. Any special occurrence costs would be accounted for in a manner acceptable to

Southeastern and the preference customers in the rate setting process.

12. *Comment:* The SeFPC supports the following determinations made by SEPA in the proposed policy:

1. SEPA will follow the guidance of the Flood Control Act of 1944;
2. SEPA will deliver power at the bus-bar and pursue appropriate rate design and operational solutions to maintain "the Jim Woodruff system financially, electrically, and hydraulically independent of any other Southeastern system";
3. Considering the equitable contributions made by existing SEPA customers who receive the benefit of the Jim Woodruff system;
4. Continuing with the allocated share of capacity for existing customers;
5. Including a process for the distribution of Renewable Energy Certificates ("RECs") for preference customers of the Jim Woodruff system; and
6. Declaring that no rates will be established for the RECs.

The proposed policy indicates that the existing customers will be offered new contracts for a term of ten years upon the adoption of the marketing policy. The ten-year term reflects an approach adopted by SEPA forty years ago with the Cumberland System of Projects. Since that time, SEPA has adopted approaches for other marketing areas which provide assurances for the availability of the preference resource for a longer term. Notably, although SEPA proposed a ten-year term for the customers of the Kerr-Philpott projects, SEPA explained that "contracts can be extended if acceptable by all parties." Nine years later, SEPA was encouraged to allow for contracts up to twenty years for the Georgia-Alabama-South Carolina ("GA-AL-SC") system of projects. SEPA agreed explaining that providing for contracts for a term up to twenty years would "give maximum flexibility in the negotiation of contracts under [the] policy and will allow for contracts to be entered into for a term of greater than ten years if necessary or if found desirable during contract negotiations."

The most recent marketing policy for the GA-AL-SC system of projects provides the most recent approach for determining contract length. Many of the customers in the GA-AL-SC marketing area purchase power from SEPA under twenty-year contracts. SEPA should follow the same approach adopted in the GA-AL-SC marketing policy and provide for twenty-year contracts during negotiations on final contract terms. Similarly, SEPA should also include an evergreen clause to allow for renewal of the contract. This approach would track the sentiment expressed in the Kerr-Philpott marketing policy in which contracts should be renewed if acceptable to all parties.

*Response:* Southeastern agrees that providing for a contract term up to twenty years would give maximum flexibility in the negotiations under this policy and will allow for contracts to be entered into for a term greater than ten years if necessary or if found desirable during contract negotiations.

*Changes or modifications in the Final Power Marketing Policy:* It was determined to allow for contracts to be entered into for a period of time greater than ten years if necessary or if found desirable during contract negotiations (see comments 7 and 12).

The Resale Rates section has been eliminated and will be addressed in contract negotiations to ensure the ultimate customer is benefiting from the Federal Hydropower Program. The Florida Municipal Power Agency was added to the list of preference eligible customers given two of the municipalities they represent have allocations from the Jim Woodruff Project bringing the total to 53 preference eligible customers in the policy (see comment 8).

**Final Power Marketing Policy  
Jim Woodruff System Project**

*General:* The project and power products subject to this policy are:

Name	Capacity (kw)	Average energy (MWh)	Energy attribute
Jim Woodruff Lock and Dam .....	36,000	193,530	Renewable Energy Certificate.

This Power Marketing Policy for electric power and energy not required in the operation of Jim Woodruff Lock and Dam will replace the arrangements in the contract between Duke Energy Florida and Southeastern Power

Administration (Southeastern) dated July 19, 1957 (Rate Schedule No. 65), which provided for a fair and reasonable arrangement for the circumstances prevailing at the time the power was sold. Arrangements for the sale,

purchase, wheeling and firming of power from the Jim Woodruff Lock and Dam will be implemented as soon as contract revisions pursuant to this policy can be negotiated.

The Final Marketing Policy will be implemented through negotiated contracts terms of approximately ten years but may be negotiated for terms of up to 20 years with consideration for extensions if acceptable to all parties under final contract negotiations.

Deliveries will be made at the project bus-bar. The project will be hydraulically, electrically, and financially integrated as a single project system and will be operated to make maximum contribution to the respective utility areas. Preference in the sale of the power will be given to public bodies and cooperatives.

**Marketing Area:** Southeastern's marketing area shall be the entire state of Florida. The marketing area contains 53 eligible public bodies and cooperatives, as listed on Appendix A attached hereto.

**Allocations of Power:** It is Southeastern's goal to allocate all available and usable system power (that power remaining after provision for reserves and losses) to preference customers.

As to the power sold to the existing preference customers prior to contracts executed to implement this policy, each existing preference customer within the Duke Energy Florida service area will continue with its allocated share of the marketed capacity and resulting pro-rata share of the associated energy. Current capacity allocations are summarized below:

Talquin Elec Coop	13,500 kW
City of Quincy	8,400 kW
Tri County Elec Coop	5,200 kW
Suwannee Valley Elec Coop	4,800 kW
Central Florida Elec Coop	2,300 kW
City of Chattahoochee	1,800 kW

Southeastern does not expect any additional capacity or energy to be marketable from the project in the foreseeable future. However, both existing and preference-eligible customers will be eligible to share equitably in any capacity remaining after reductions for reserves, losses or capacity and energy relinquished by existing customers. Allocations of any newly available power and energy to a particular preference customer will be based on the relationship of such customer's maximum 2020 demand to the sum of the 2020 maximum demands of all preference customers sharing such power so long as such customer demand is expected to be and will be treated hereunder in each month as not less than 500 kW. Southeastern recognizes that West Florida Electric Cooperative Association Incorporated was previously included in Jim Woodruff allocations but is now served by

Southeastern's GA-AL-SC system. For allocation purposes, they will be treated as if they are a preference-eligible customer.

There will be times when hydraulic conditions reduce the operating head or the available streamflow of the project and not all the allocated capacity can be made available. The power available from the project shall be reduced, pro-rata based on project capability.

**Renewable Energy Certificates (RECs):** Southeastern has included a process for REC distribution in this marketing policy. The REC distribution process will not impact power allocation within the System marketing area.

The M-RETS Tracking System creates and tracks certificates reporting generation attributes, by generating unit, for each megawatt-hour (MWh) of energy produced by registered generators. The System project is registered within M-RETS. The RECs potentially satisfy Renewable Portfolio Standards, state policies, and other regulatory or voluntary clean energy standards in a number of states.

Southeastern has subscribed to M-RETS and has an account in which RECs are collected and tracked for each MWh of energy produced from the System. Within M-RETS, certificates can be transferred to other M-RETS subscribers or to a third-party tracking system. M-RETS creates a REC for every MWh of renewable energy produced, tracks the life cycle of each REC created, and ensures against any double counting or double-use of each REC.

**REC Distribution:** M-RETS (or a successor application) will be the transfer mechanism for all RECs related to the System. Southeastern shall maintain an account with M-RETS and collect RECs from the generation at the System project. Southeastern will verify the total amount of RECs each month. Preference Customers with an allocation of power from the System are eligible to receive RECs by transfer from Southeastern's M-RETS account to their M-RETS account or that of their agent. Transfers to each customer will be based on the customer's monthly invoices during the same three-month period (quarter). All RECs distributed by Southeastern shall be transferred within forty-five days of the end of a quarter. Each customer must submit to Southeastern, by the tenth business day after the quarter, any notice of change to M-RETS account or agent. Any REC transfers that were not claimed, or if a transfer account was not provided to Southeastern, will be forfeited if they become nontransferable as described in the M-RETS terms of service, procedures, policies, or definitions of

reporting and trading periods, or any subsequent rules and procedures for transfers as established. The initial transfer process in M-RETS will be accomplished by the sixtieth day after the end of the first completed quarter subsequent to publication of the final policy.

Any balance of RECs that exist in Southeastern's M-RETS account, other than the first quarter after policy revision publication, may also be transferred to Preference Customers according to the customer's invoiced energy at the time of the REC creation.

**Rates:** No rates shall be established by Southeastern for RECs transferred to Preference Customers. Any cost to Southeastern, such as the M-RETS subscription, will be incorporated into marketing costs and included in recovery through the energy and capacity rates of the System.

**Utilization at Utility Systems:** In the absence of transmission facilities of its own, Southeastern may use area generation and transmission systems as may be necessary to dispose of system power under reasonable and acceptable marketing arrangements. Utility systems providing such services shall be entitled to adequate compensation.

**Wholesale Rates:** Rate schedules shall be drawn to recover all costs associated with producing and transmitting the power in accordance with then current repayment criteria. Production costs will be determined on a system basis and rate schedules will be related to the integrated output of the project. Rates schedules may be revised periodically.

**Conservation Measures:** Each customer purchasing Southeastern's power shall agree to take reasonable measures to encourage the conservation of energy by ultimate consumers.

#### Legal Authority

The policy is developed under authority of Section 5 of the Flood Control Act of 1944, 16 U.S.C. 825s, and Section 302(a) of the Department of Energy Organization Act of 1977, 42 U.S.C. 7152. This power marketing policy was developed in accordance with the Procedure for Public Participation in the Formulation of Marketing Policy published July 6, 1978, 43 FR 29186.

#### Environmental Impact

Southeastern has determined this action fits within the following categorical exclusions listed in appendix B to subpart D of 10 CFR 1021: B4.1 (Contracts, policies, and marketing and allocation plans for electric power). Categorically excluded projects and activities do not require

preparation of either an environmental impact statement or an environmental assessment.

**Determination Under Executive Order 12866**

Southeastern has an exemption from centralized regulatory review under Executive Order 12866; accordingly, no clearance of this notice by the Office of Management and Budget is required.

**Signing Authority**

This document of the Department of Energy was signed on October 11, 2023, by Virgil G. Hobbs III, Administrator, Southeastern Power Administration, pursuant to delegated authority from the Secretary of Energy. That document, with the original signature and date, is maintained by DOE. For administrative purposes only, and in compliance with requirements of the Office of the Federal Register, the undersigned DOE Federal Register Liaison Officer has been

authorized to sign and submit the document in electronic format for publication, as an official document of the Department of Energy. This administrative process in no way alters the legal effect of this document upon publication in the **Federal Register**.

Signed in Washington, DC, on October 25, 2023.

**Treena V. Garrett,**  
Federal Register Liaison Officer, U.S.  
Department of Energy.

**Appendix A: Preference-Eligible Customers**

Municipals	2020 Peak load MW
Alachua	28
Bartow	60
Blountstown	8
Bushnell	6
Chattahoochee	6
Clewiston	22
Florida Municipal Power Agency	1,512
Fort Meade	10
Fort Pierce	113
Gainesville	410
Green Cove Springs	24
Havana	7
Homestead Energy Services	115
JEA formerly Jacksonville Electric Authority	2,658
Jacksonville Beach dba Beaches Energy Services	168
Keys Energy Services formerly Key West	145
Kissimmee	374
Lake Worth Beach	96
Lakeland Electric	667
Leesburg	118
Moore Haven	4
Mount Dora	23
New Smyrna Beach	105
Newberry	9
Ocala	314
Orlando	1,294
Quincy	28
Reedy Creek Utilities	166
St. Cloud	186
Starke	16
Tallahassee	616
Vero Beach	180
Wauchula	14
Williston	8
Winter Park	94
Cooperatives	2020 Peak load MW
Central Florida Electric Cooperative	131
Choctawhatchee Electric Cooperative (CHELCO)	219
Clay Electric Cooperative	788
Escambia River Electric Cooperative	43
Glades Electric Cooperative	60
Gulf Coast Electric Cooperative	86
Lee County Electric Cooperative	970
Okefenoke Electric Cooperative	178
Peace River Electric Cooperative	205
PowerSouth Energy Cooperative (G&T)	2,027
SECO Energy (Sumter Electric Coop)	865
Suwannee Valley Electric Cooperative	119
Talquin Electric Cooperative	213
Tri-County Electric Cooperative	60
West Florida Electric Cooperative	123
Withlacoochee Electric Cooperative	1,002
Florida Keys Electric Cooperative	156
Seminole Electric Cooperative (G&T)	3,409

[FR Doc. 2023–23906 Filed 10–27–23; 8:45 a.m.]

BILLING CODE 6450–01–P

## ENVIRONMENTAL PROTECTION AGENCY

[EPA–R08–SFUND–2023–0488; FRL–11438–01–R8]

### Administrative Settlement Agreement, Commodore Mining Company, Del Monte Mining Company, Kanawha Mines, LLC, Settling Parties, Mineral County, Colorado, Purchaser

**AGENCY:** Environmental Protection Agency (EPA).

**ACTION:** Notice of proposed agreement; request for public comment.

**SUMMARY:** Notice is hereby given by the U.S. Environmental Protection Agency (EPA), Region 8, of an Administrative Settlement Agreement between the United States on behalf of the EPA, the State of Colorado, Commodore Mining Company, Del Monte Mining Company, Kanawha Mines, LLC, and Mineral County, Colorado (collectively “Parties”), at the Nelson Tunnel/Commodore Waste Rock Superfund Site in Mineral County, Colorado. The settlement provides that settling Parties will transfer certain mining claims to purchaser, which will in turn support purchaser’s efforts to preserve the important historical structures on these mining claims. The Parties acknowledge that this settlement is structured to support purchaser’s efforts to stabilize and preserve the historical structures. In exchange, this settlement resolves the settling Parties’ alleged civil liability for the site. In exchange, this settlement also resolves purchaser’s potential CERCLA liability.

**DATES:** Comments must be submitted on or before November 29, 2023.

**ADDRESSES:** The proposed agreement and additional background information relating to the agreement will be available upon request and will be posted at <https://www.epa.gov/superfund/nelson-tunnel>. Comments and requests for an electronic copy of the proposed agreement should be addressed to Natalie Timmons, Enforcement Specialist, Superfund and Emergency Management Division, Environmental Protection Agency—Region 8, Mail Code 8SEM–PAC, 1595 Wynkoop Street, Denver, Colorado 80202, telephone number: (303) 312–6385 or email address: [timmons.natalie@epa.gov](mailto:timmons.natalie@epa.gov) and should reference the Nelson Tunnel/Commodore Waste Rock Superfund Site.

You may also send comments, identified by Docket ID No. EPA–R08–SFUND–2023–0488 to <https://www.regulations.gov>. Follow the online instructions for submitting comments.

**FOR FURTHER INFORMATION CONTACT:** Erin Agee, Assistant Regional Counsel, Office of Regional Counsel, Environmental Protection Agency, Region 8, Mail Code 8 ORC–LEC, 1595 Wynkoop, Denver, Colorado 80202, telephone number: (303) 312–6374, email address: [agee.erin@epa.gov](mailto:agee.erin@epa.gov).

**SUPPLEMENTARY INFORMATION:** For thirty (30) days following the date of publication of this document, the Agency will receive written comments relating to the agreement. The Agency will consider all comments received and may modify or withdraw its consent to the agreement if comments received disclose facts or considerations that indicate that the agreement is inappropriate, improper, or inadequate.

#### Ben Bielenberg,

*Acting Division Director, Superfund and Emergency Management Division, Region 8.*

[FR Doc. 2023–23804 Filed 10–27–23; 8:45 am]

BILLING CODE 6560–50–P

## ENVIRONMENTAL PROTECTION AGENCY

[EPA–HQ–OPP–2022–0194; FRL–11374–02–OCSP]P

### Pesticide Registration Review: Pesticide Dockets Opened for Review and Comment; Notice of Availability; Correction

**AGENCY:** Environmental Protection Agency (EPA).

**ACTION:** Notice; correction.

**SUMMARY:** EPA issued a notice in the *Federal Register* of October 18, 2023, announcing the availability of preliminary work plans (PWP) for the following chemicals: *Aureobasidium pullulans* and cyflumetofen. EPA mistakenly included cyflumetofen in the list of chemicals with available PWP. This document corrects that error by deleting cyflumetofen from the list.

**FOR FURTHER INFORMATION CONTACT:** Susan Bartow, Pesticide Re-evaluation Division (7508M), Office of Pesticide Programs, Environmental Protection Agency, 1200 Pennsylvania Ave. NW, Washington, DC 20460–0001; telephone number: (202) 566–2280; email address: [bartow.susan@epa.gov](mailto:bartow.susan@epa.gov).

**SUPPLEMENTARY INFORMATION:**

## I. General Information

*Does this action apply to me?*

This action is directed to the public in general and may be of interest to a wide range of stakeholders including environmental, human health, and agricultural advocates; the chemical industry; pesticide users; and members of the public interested in the sale, distribution, or use of pesticides. Since others also may be interested, the Agency has not attempted to describe all the specific entities that may be affected by this action.

## II. Correction

In the *Federal Register* of October 18, 2023, in FR Doc. 2023–22996, on pages 71853 and 71854 (Table 1), EPA mistakenly included cyflumetofen in the list of registration review cases with PWP that are available for public comment. EPA will make the cyflumetofen PWP available for public comment at a later date and will announce its release in a future *Federal Register* notice.

*Authority:* 7 U.S.C. 136 *et seq.*

Dated: October 24, 2023.

#### Mary Elissa Reaves,

*Director, Pesticide Re-Evaluation Division, Office of Pesticide Programs.*

[FR Doc. 2023–23920 Filed 10–27–23; 8:45 am]

BILLING CODE 6560–50–P

## FEDERAL COMMUNICATIONS COMMISSION

[FR ID: 181592]

### Privacy Act of 1974; System of Records

**AGENCY:** Federal Communications Commission.

**ACTION:** Notice of a modified system of records.

**SUMMARY:** The Federal Communications Commission (FCC or Commission or Agency) has modified an existing system of records, FCC/OMD–17, Freedom of Information Act (FOIA) and Privacy Act Requests, subject to the Privacy Act of 1974, as amended. This action is necessary to meet the requirements of the Privacy Act to publish in the *Federal Register* notice of the existence and character of records maintained by the agency. The FCC’s Office of the Managing Director (OMD) will use the FCC FOIA Case Management Solution, an online portal, to accept, manage, and track Freedom of Information Act (FOIA) requests and appeals, and manage and track Privacy Act requests and appeals through their