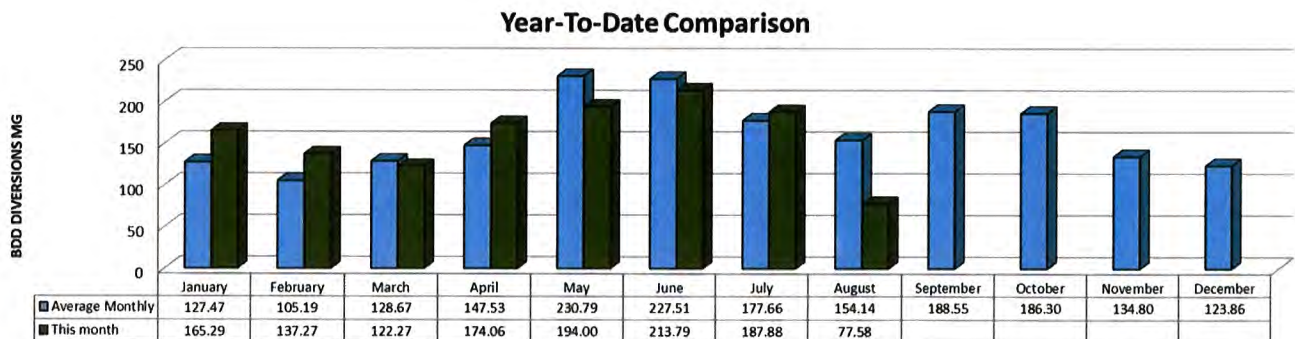




Date: September 1, 2022
To: Buckman Direct Diversion Board
From: Randy Sugrue, BDD Operations Superintendent
Subject: Update on BDD Operations for the Month of August 2022

ITEM:

- This memorandum is to update the Buckman Direct Diversion Board (BDDDB) on BDD operations during the month of August 2022. The BDD diversions and deliveries have averaged, in Million Gallons Per Day (MGD) as follows:
 - Raw water diversions: 2.50 MGD.
 - Drinking water deliveries through Booster Station 4A/5A: 1.96 MGD.
 - Raw water delivery to Las Campanas at BS2A: 0.44 MG
 - Onsite treated and non-treated water storage: 0.10 MGD Average.
- The BDD is providing approximately 17% percent of the water supply to the City and County for the month.
- The BDD year-to-date diversions are depicted below:



- Regional Demand/Drought Summary and Storage-see page 2.



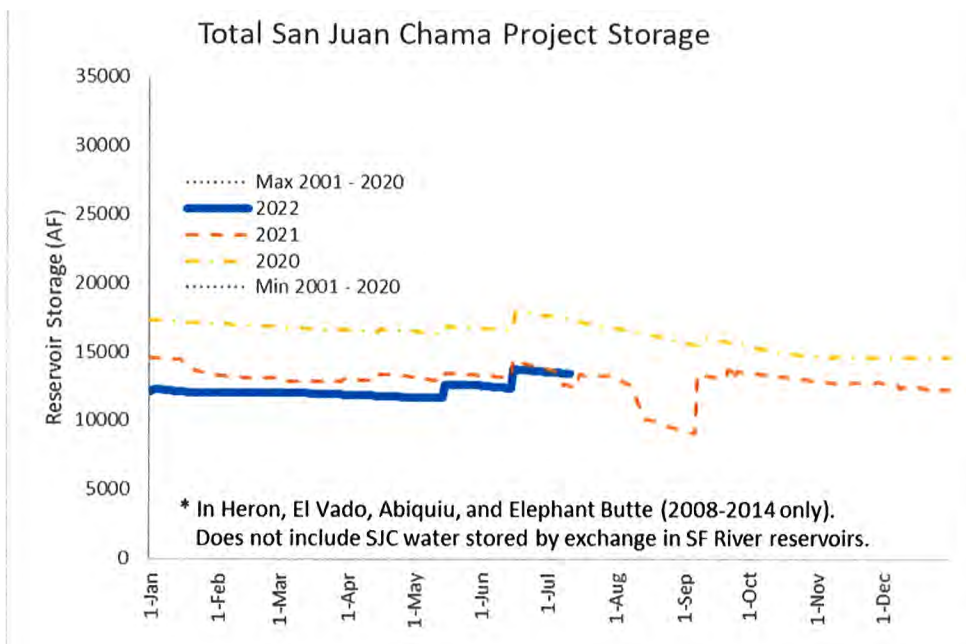
Regional Water Overview

Daily metered regional water demand for the month of August 2022 is approximately 11.5 MGD.

Rio Grande flows for August 2022 averaged approximately 950 CFS (cubic feet per second.)

CRWTP reservoir storage: Nichols: 73.4%/McClure: 32.9% (39.75% combined) Watershed Inflow: 6.77 MGD

City/County/LC Storage- as updated by partners.



ENSO Summary

August 15, 2022

La Niña is present.*

Equatorial sea surface temperatures (SSTs) are below average across most of the Pacific Ocean.

The tropical Pacific atmosphere is consistent with La Niña.

La Niña is expected to continue, with chances for La Niña gradually decreasing from 86% in the coming season to 60% during December-February 2022-23.



Buckman Direct Diversion Monthly SJC and Native Diversions

Aug-22		In Acre-Feet					
Month	Total SJC + Native Rights	SP-4842 RG Native COUNTY	SD-03418 RG Native LAS CAMPANAS	SJC Call Total	SP-2847-E SJC Call CITY	SP-2847-N-A SJC Call LAS CAMPANAS	All Partners Conveyance Losses
JAN	511.288	154.905	0.000	356.382	356.382	0.000	3.203
FEB	421.814	421.814	0.000	0.000	0.000	0.000	0.000
MAR	376.496	302.219	0.000	74.277	74.277	0.000	0.758
APR	538.222	408.237	0.000	129.985	129.985	0.000	1.327
MAY	596.137	596.137	0.000	0.000	0.000	0.000	0.000
JUN	660.831	300.636	0.000	360.194	360.194	0.000	2.397
JUL	582.150	122.961	0.000	459.189	459.189	0.000	2.232
AUG	238.174	16.327	0.000	221.847	221.847	0.000	1.067
SEP	0.000	0.000	0.000	0.000	0.000	0.000	0.000
OCT	0.000	0.000	0.000	0.000	0.000	0.000	0.000
NOV	0.000	0.000	0.000	0.000	0.000	0.000	0.000
DEC	0.000	0.000	0.000	0.000	0.000	0.000	0.000
TOTAL	3,925.111	2,323.236	0.000	1,601.875	1,601.875	0.000	10.984

In Million Gallons

Month	Native COUNTY	Native Las Campanas	SJC TOTAL	SJC CITY	SJC Las Campanas	All Partners Diversions
JAN	50.458	0.000	114.878	114.878	0.000	165.336
FEB	137.399	0.000	0.000	0.000	0.000	137.399
MAR	98.443	0.000	23.913	23.913	0.000	122.356
APR	132.976	0.000	41.848	41.848	0.000	174.825
MAY	194.181	0.000	0.000	0.000	0.000	194.181
JUN	97.927	0.000	115.951	115.951	0.000	213.878
JUL	40.052	0.000	147.861	147.861	0.000	187.914
AUG	5.318	0.000	71.472	71.472	0.000	76.790
SEP	0.000	0.000	0.000	0.000	0.000	0.000
OCT	0.000	0.000	0.000	0.000	0.000	0.000
NOV	0.000	0.000	0.000	0.000	0.000	0.000
DEC	0.000	0.000	0.000	0.000	0.000	0.000
TOTAL	756.754	0.000	515.924	515.924	0.000	1,272.679



Buckman Direct Diversion Monthly SJC and Native Diversions

Dec-21		In Acre-Feet					
Month	Total SJC + Native Rights	SP-4842 RG Native COUNTY	SD-03418 RG Native LAS CAMPANAS	SJC Call Total	SP-2847-E SJC Call CITY	SP-2847-N-A SJC Call LAS CAMPANAS	All Partners Conveyance Losses
JAN	378.548	42.119	0.000	336.429	336.429	0.000	3.456
FEB	408.601	191.550	0.000	217.051	217.051	0.000	2.229
MAR	442.832	442.832	0.000	0.000	0.000	0.000	0.000
APR	624.282	506.349	0.000	117.933	117.933	0.000	1.195
MAY	868.184	483.518	0.000	384.666	384.666	0.000	2.477
JUN	879.493	302.801	0.000	576.692	576.692	0.000	3.555
JUL	562.156	-17.518	0.000	579.674	579.674	0.000	2.767
AUG	758.665	-0.154	0.000	758.819	758.819	0.000	3.757
SEP	542.059	-49.305	0.000	591.364	591.364	0.000	2.930
OCT	553.705	-22.895	0.000	576.600	576.600	0.000	5.614
NOV	423.977	368.177	0.000	55.800	55.800	0.000	0.543
DEC	423.345	-0.732	0.000	424.077	424.077	0.000	2.367
TOTAL	6,865.847	2,246.741	0.000	4,619.106	4,619.106	0.000	30.890

In Million Gallons

Month	Native COUNTY	Native Las Campanas	SJC TOTAL	SJC CITY	SJC Las Campanas	All Partners Diversions
JAN	13.720	0.000	108.306	108.306	0.000	122.026
FEB	62.394	0.000	69.875	69.875	0.000	132.269
MAR	144.245	0.000	0.000	0.000	0.000	144.245
APR	164.934	0.000	37.971	37.971	0.000	202.906
MAY	157.498	0.000	123.871	123.871	0.000	281.369
JUN	98.632	0.000	185.788	185.788	0.000	284.420
JUL	-5.706	0.000	186.765	186.765	0.000	181.059
AUG	-0.050	0.000	244.396	244.396	0.000	244.346
SEP	-16.060	0.000	190.470	190.470	0.000	174.409
OCT	-7.458	0.000	185.724	185.724	0.000	178.266
NOV	119.927	0.000	17.973	17.973	0.000	137.901
DEC	-0.238	0.000	138.136	138.136	0.000	137.898
TOTAL	731.837	0.000	1,489.275	1,489.275	0.000	2,221.113

Memorandum



Buckman Direct Diversion

Date: August 23, 2022
To: Buckman Direct Diversion Board
From: Rick Carpenter and Kyle Harwood
Subject: LANL MOU - Early Notification System Update E110.7

Item and Issue

The Buckman Direct Diversion (“BDD”) Board has entered a fourth Memorandum of Understanding (“MOU”) with the U.S. Department of Energy (“DOE”) which includes provisions for DOE to continue operation and maintenance of an Early Notification System (“ENS”) to monitor flows in Los Alamos Canyon watershed.

Stormwater flow in the watershed has the potential to transport contaminants from Los Alamos National Laboratory (“LANL”) to the Rio Grande and to the BDD Project intake. The ENS consists of five stations that automatically transmit flow data to the BDD operators so the BDD Project intake can be shut down should sufficient flow be detected.

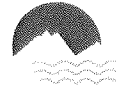
One component of the ENS under the MOU is DOE’s installation of a new flow-only measurement station (known as E110.7) in lowermost Los Alamos Canyon. Installation and testing of the new station began in July 2022, and was operational as of August 10. The former E109.9 station – rendered nonoperational due to flooding in 2014 – has been dismantled and removed.

Staff will work with DOE to determine when E110.7 is operational and functional (as defined in the MOU), which will trigger decommissioning of the camera-only station near the White Rock “Y” known as E062.

BDD staff has been working closely with the Pueblo de San Ildefonso under the existing MOU between the Board and the Pueblo to secure the appropriate access to conduct this work and receive data and camera transmissions from the new station. BDD staff will continue to accept and analyze flow and water quality data received from DOE on all ENS stations, including E110.7, in accordance with the BDD/DOE MOU. Staff will continue its collaboration with the New Mexico Environment Department (“NMED”) on water quality data derived from its E110 station in Los Alamos Canyon, and rely more heavily on Intellus to assess current and historical water quality trends on the Pajarito Plateau and particularly in Los Alamos/Pueblo Canyons.



Memorandum



Buckman Direct Diversion

Date: August 24, 2022
To: Buckman Direct Diversion Board
From: Rick Carpenter, BDD Facilities Manager /s/
Re: Termination of PNM REC Agreement Termination

ITEM AND ISSUE:

Termination of PNM REC Agreements for Booster Station 2A.

BACKGROUND AND SUMMARY:

Buckman Direct Diversion Board (Customer) entered into two agreements (#1037567, and #1037570) with the Public Service Company of New Mexico on June 24, 2014 for the purpose of selling Large Solar RECs (Renewable Energy Credits) that are generated by the Solar Facility to PNM, as provided in PNM Rate 32 of the Agreement. The Agreement was for a term of eight years, and as of July 2022, BDD will no longer be receiving compensation for the BS2A RECs. The termination of this REC Agreement was not known during the time of budget preparation, and \$150,000 was included in the budget as Revenue/Reimbursements for the PNM REC payments and the solar savings. Last year's actual expenses for electricity was \$885,806.17. Our budget for FY23 is \$950,000. Our solar saving estimate is \$55,000. As with the Chemicals, we will continue to monitor these expenditures throughout the year in order to determine if a budget increase will be necessary.



PUBLIC SERVICE COMPANY OF NEW MEXICO
AGREEMENT NO. 1037567

ITEM# 14-0214

STANDARD LARGE SOLAR RENEWABLE ENERGY
CERTIFICATE PURCHASE AGREEMENT FOR
PARTICIPATION IN PNM'S SOLAR REC INCENTIVE PROGRAM

THIS AGREEMENT, is made and entered into as of the Effective Date, as hereinafter defined, by and between the Buckman Direct Diversion Board ("Customer") and Public Service Company of New Mexico ("PNM") (individually "Party" or collectively "Parties").

WHEREAS, Customer owns or leases the Premises on which the Large Solar Facility described in Section 1 below is located; and

WHEREAS, Customer either owns the Large Solar Facility or leases the Large Solar Facility from a third party owner; and

WHEREAS, in accordance with 17.9.572.13.C NMAC, Customer is the owner of certain renewable energy certificates associated with the electricity generated by the Large Solar Facility and consumed on the Premises ("Large Solar RECs") either because Customer owns the Large Solar Facility or because Customer has entered into an agreement with the third party owner by which Customer will acquire all the Large Solar RECs; and

WHEREAS, Customer desires to sell and PNM desires to purchase the Large Solar RECs owned by Customer pursuant to the terms of this Agreement and as provided in PNM Rate 32;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. **SOLAR FACILITY**. Customer owns or leases the Premises on which the following solar photovoltaic ("PV") or solar thermal electric facility rated larger than 10kW_{AC} up to 1 MW_{AC} (the "Large Solar Facility") is located. The Large Solar Facility is associated with PNM electric service account number 115915784-1348372 ("Electric Service Account") and is interconnected to PNM's electric distribution system pursuant to Standard Interconnection Agreement No. 1037565 ("Interconnection Agreement"), effective on June 24, 2014:

Solar Facility address ("Premises"): 02 Booster Station 2A Rd
Santa Fe, NM 87506

Rated solar generating capacity: 753.41 (kW_{DC} STC)

kW_{DC} STC is defined as the rated total capacity of the installed panels or collector at their DC output.

2. OWNER OF LARGE SOLAR FACILITY. Customer hereby certifies that the owner of the Large Solar Facility is (check appropriate box):

☒ Customer

☐ Third Party Owner

Name: _____

Contact Person: _____

Address: _____

Telephone: _____

3. PURCHASE AND DELIVERY OF LARGE SOLAR RECs. PNM will purchase from Customer, and Customer will deliver to PNM, the Large Solar RECs that are generated by the Solar Facility and consumed each month on the Premises as metered by PNM. The applicable rate is 2 cents per kWh as set forth in the notice by PNM that the Notice of Completion of Application and REC Reservation.. The payment for the Large Solar RECs will be calculated by multiplying the applicable rate by the number of kWh of energy generated by the Solar Facility and consumed on the Premises as measured by a PNM meter as further described in Section 5 of this Agreement. PNM will pay Customer for the Large Solar RECs by crediting Customer's monthly electric service bill unless the Customer is leasing the Premises to a tenant.

If the Solar Facility generates electricity in excess of the amount of electricity consumed each month on the Premises ("Excess Energy"), PNM shall purchase such Excess Energy at its avoided cost, and PNM shall receive from Customer, without cost, all RECs associated with such Excess Energy, to the extent authorized by the New Mexico Renewable Energy Act.

For Customers occupying the Premises: If payment for the Large Solar RECs generated up to Customer's monthly consumption exceeds the Customer's monthly electric service bill, a credit will be applied to the following month's electric service bill, provided that the balance does not exceed two hundred dollars (\$200.00). If the balance exceeds two hundred dollars (\$200.00), PNM will issue a check to Customer for the entire balance before the beginning of the Customer's next billing cycle.

For Customers leasing the Premises to a tenant: PNM will pay Customer for the Large Solar RECs generated by the Solar Facility located at the Premises up to the amount of the tenant's consumption on a monthly basis, provided the payment exceeds two hundred dollars (\$200.00).

Payments for Large Solar RECs will commence in the billing period subsequent to the execution of a Standard Interconnection Agreement and subsequent to PNM's receipt and execution of this Agreement. Purchase of Large Solar RECs produced by generating capacity added to the Large Solar System after execution of this Agreement will be made in accordance with Section 4 below.

4. **MODIFICATION OF GENERATING FACILITIES.** The rated capacity of the Solar Facility shall not be increased without prior approval of PNM and shall not be increased to a capacity greater than 1 MW_{AC} in any event. PNM will purchase Large Solar RECs generated by a modified Solar Facility only upon execution of a new REC Purchase Agreement, at the applicable rate as of the effective date of such agreement.
5. **METERING.** Customer shall provide and install a meter socket to accommodate a PNM meter that measures only the total output of the Large Solar Facility inverter. This meter socket shall be installed in accordance with PNM's standard meter specifications and shall be in addition to the PNM meter socket used for the normal billing meter. Unless otherwise approved by PNM, this second meter socket shall be physically located next to the Customer-provided meter socket for the PNM electric billing meter. PNM shall furnish and install a standard kilowatt-hour meter for the purpose of measuring the total output of the Large Solar Facility inverter. In accordance with 17.9.570.10 NMAC, if provision of the net metering option requires metering equipment and related facilities that are more costly than would otherwise be necessary absent the requirement for net metering, Customer shall pay all incremental costs associated with installing the more costly metering equipment and facilities.

Attached hereto and incorporated herein as Appendix A is Customer's application for sale of Large Solar RECs, including a one-line diagram and three-line diagram showing the Large Solar Facility, the interconnection equipment, breaker panel(s), PNM required disconnect switches, PNM meters, PNM transformers and other required information. Customer represents and warrants that, to the best of Customer's knowledge, the information contained in Appendix A is accurate as of the date of this Agreement.

6. **TERM OF AGREEMENT.** This Agreement shall be in effect for eight (8) years from the Effective Date as stated in the Interconnection Agreement, unless terminated as provided herein.
7. **TERMINATION.** This Agreement shall automatically terminate (a) upon execution of a new REC Purchase Agreement between Customer and PNM; or (b) sixty (60) days after Customer closes the Electric Service Account unless Customer assigns this Agreement and the Interconnection Agreement as provided herein; or (c) upon termination of the Interconnection Agreement

This Agreement may be terminated by a non-breaching Party if a material breach occurs with respect to the other Party at any time during the term of this Agreement. The non-breaching Party may (a) terminate this Agreement upon five (5) business

days' notice to the breaching Party, and (b) exercise such other remedies as may be available at law or in equity or as otherwise provided in this Agreement.

As used in this Agreement, "material breach" means, as to the breaching Party (a) failure to make, when due, any payment required under this Agreement if such failure is not subject to offset and is not remedied within ten (10) business days after written notice of such failure is given to the breaching Party; or (b) any representation or warranty made by the breaching Party in this Agreement shall prove to have been false or misleading in any material respect when made; or (c) failure to perform any covenant or agreement set forth in this Agreement (other than its obligations to make any payment or obligations that are otherwise specifically covered as a separate material breach), and such failure is not cured by the breaching Party within thirty (30) days of written notice from the other Party, or, if such breach is not susceptible to cure within thirty (30) days, if the breaching Party has not commenced to cure the breach within thirty (30) days and/or fails to proceed with reasonable diligence to cure such breach; under no circumstances, however, shall the total cure period exceed ninety (90) days; or (d) making an assignment or any general arrangement for the benefit of creditors; or (e) filing a petition or otherwise commencing, authorizing or acquiescing in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors, or having such petition filed against it and such proceeding remains undismissed for thirty (30) days; or (f) otherwise becoming bankrupt or insolvent (however evidenced), or (g) being unable to pay its debts as they become due.

If this Agreement is terminated for any reason, the final Large Solar REC payment will be calculated based on the last meter reading at the Premises and the determination of whether or not any excess generation has occurred. If Customer is occupying the Premises, the final Large Solar REC payment will be calculated and applied to Customer's final electric bill. If Customer is leasing the Premises to a tenant, the final Large Solar REC payment will be calculated and paid directly to Customer within thirty (30) calendar days. PNM may offset any final Large Solar REC payment amount against any amounts owed to PNM by Customer.

8. **TRANSFER OF PREMISES; ASSIGNMENT OF AGREEMENT.** If Customer sells the Premises and associated Solar Facility, Customer may assign this Agreement and the Interconnection Agreement to the new owner of the Premises. Such assignments must be made within sixty (60) days of the date the Customer terminates the Electric Service Account. If this Agreement and the Interconnection Agreement are not assigned within the 60-day period, this Agreement terminates.
9. **RELOCATION OF SOLAR FACILITY.** If Customer relocates the Solar Facility in its entirety to a different property within PNM's service area, Customer shall: (a) notify PNM of such relocation within 30 days before the Solar Facility is relocated; (b) submit a new Application for Interconnection for the new premises; (c) complete the interconnection process; and (d) amend this Agreement to reflect the new premises, electric service account and interconnection agreement number.

10. **INTERRUPTION OR REDUCTION OF DELIVERIES.** PNM shall not be obligated to pay for a reduction in the number of Large Solar RECs caused by interruptions of utility service or by utility-required Large Solar Facility shutdowns as specified in the executed Standard Interconnection Agreement. If service to the Electric Service Account is discontinued for any time period for any reason permitted under applicable NMPRC rules, (a) PNM shall have no liability for and shall not pay Customer for any actual or potential generation that may or could have occurred while such service was discontinued; and (b) PNM shall have no liability for and shall not pay Customer for any RECs associated with any actual or potential generation that may or could have occurred while such service was discontinued.
11. **ACCESS TO PREMISES.** PNM may enter Customer's Premises at all reasonable hours to read or test meters.
12. **NO WARRANTY OR GUARANTEE.** The Parties agree that the sale and purchase of the Large Solar RECs is not an endorsement, confirmation, warranty, guarantee or representation concerning the safety, operating characteristics, durability or reliability of the Large Solar Facility. Neither Party assumes the duty of inspecting the other Party's lines, wiring, apparatus, machinery or appliances, or any part thereof (collectively, "Associated Equipment") and shall not be responsible to the other Party therefor. PNM further disclaims any obligation to inspect, and any liability for, Associated Equipment owned by Developer. Customer agrees to install and maintain, or to have installed and maintained, in a safe and efficient manner, and in accordance with good electrical practices and all applicable regulations, all of the Associated Equipment connected at the Premises to PNM's electric distribution system.
13. **POTENTIAL TAX LIABILITY.** Customer understands that the sale and purchase of the Large Solar RECs may create a tax liability for Customer. Customer further understands that PNM may issue Internal Revenue Service Form 1099 or other tax form to Customer relating to these transactions. By signing this Agreement, Customer acknowledges and agrees that Customer has the sole responsibility for paying any federal, state or local taxes, including federal income tax, that may be due on amounts received by Customer, or credited to Customer's account, as a result of transactions under this Agreement.
14. **GOVERNING LAW.** This agreement shall be interpreted, governed, and construed under the laws of the state of New Mexico as if executed and to be performed wholly within the state of New Mexico.
15. **AMENDMENT, MODIFICATIONS OR WAIVER.** Any amendments or modifications to this Agreement shall be in writing and agreed to by both Parties. The failure of any Party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any Party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, shall be deemed to be construed as a further or continuing waiver of any such breach or a waiver of the breach of any other term or covenant unless such waiver is in writing.

16. **NOTICES.** Any notice, request, approval, consent, instruction, direction or other communication required or permitted under this Agreement shall be in writing and shall be deemed given if personally delivered, delivered by reputable overnight courier or sent by First Class Mail, postage prepaid, and shall be deemed received, if personally delivered, or delivered by courier, upon delivery, and if mailed, on the third day following deposit in the U. S. mail.

If to PNM:

Attention: Customer Owned Generation Programs
Public Service Company of New Mexico
414 Silver Ave SW
Albuquerque, NM 87102-1135

If to Customer:

The Buckman Direct Diversion Board - City of Santa Fe Water Division
801 W. San Mateo Rd
PO Box 909
Santa Fe, NM 87505-3923

All notices under this Agreement shall refer to the Customer's Premises set forth in Section 1 of this Agreement.

17. **ASSIGNMENT.** Customer shall not assign this Agreement except as permitted in Section 8.
18. **REGULATORY.** This Agreement shall at all times be subject to such changes and modifications as shall be required from time to time by any legally constituted regulatory body, including the Commission, having jurisdiction to require such changes and modifications. Notice shall be given in accordance with the Commission's requirements if and when the Commission is requested to take action that could cause a change in terms of this Agreement.
19. **CERTIFICATIONS, REPRESENTATIONS AND WARRANTIES.** Customer acknowledges and agrees that the RECs generated from the Large Solar Facility represent all of the environmental attributes associated with the generation of electricity from the Large Solar Facility. Customer certifies that the attributes represented by the Large Solar RECs are not being claimed by, delivered, sold and/or transferred to any other entity, in whole or in part. Customer also certifies that if the Premises is leased to a tenant, Customer has entered, or will enter, into an agreement with each tenant in which the tenant waives any and all right, title and interest in the Large Solar RECs. Customer will notify PNM immediately if Customer enters into a different arrangement with any tenant. If Customer is leasing the Large Solar Facility, Customer further certifies that Customer has entered into a valid and binding agreement with Developer by which all right, title and interest in the Large Solar RECs belong to Customer without recourse by Developer. Customer represents and warrants that Customer has good and marketable title to the Large Solar RECs and

Agreement No. 1037567

that Customer will transfer to PNM good and marketable title, free and clear of all claims, liens, security interests and encumbrances of any kind.

20. NO THIRD PARTY RIGHTS. Except as expressly provided in this Agreement, the Parties do not intend to create rights in, or grant remedies to, any third party beneficiary of this Agreement.
21. ENTIRE AGREEMENT. It is understood and agreed that all representations and agreements between the Parties covering the subject matter hereof are expressed herein and that no other representation of any kind or nature, whether made by the officers or agents of either of the Parties, shall be binding. There shall be no presumption or burden of proof favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.
22. EFFECTIVE DATE. This Agreement is effective as of the last date of execution set forth below.

IN WITNESS WHEREOF, the Parties have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

CUSTOMER

By: Shannon Jones
BDDB Facility Manager

Name: Shannon Jones
Printed Name

Date: 3/31/2014

By: Nancy R. Long
BDDB Attorney-Approved as to Form

Name: Nancy R. Long
Printed Name

Date: 3-26-14

Filed By: Yolanda Y. Vigil P.O.
City Clerk

Name: Yolanda Y. Vigil
Printed Name

Date: 4-1-14

Public Service Company of New Mexico

By: Gerard Ortiz

Name: Gerard Ortiz

Title: VP, PNM Regulatory Affairs

Date: June 24, 2014

APPENDIX A

**CUSTOMER'S APPLICATION FOR THE SOLAR REC INCENTIVE PROGRAM
CUSTOMER'S ONE-LINE AND THREE-LINE DIAGRAM AND
SITE DRAWING SHOWING LARGE SOLAR SYSTEM, METERING AND
PROTECTION EQUIPMENT**

See Interconnection Agreement No. 1037565

PUBLIC SERVICE COMPANY OF NEW MEXICO
AGREEMENT NO. 1037570

Hem# 14-0213

STANDARD LARGE SOLAR RENEWABLE ENERGY
CERTIFICATE PURCHASE AGREEMENT FOR
PARTICIPATION IN PNM'S SOLAR REC INCENTIVE PROGRAM

THIS AGREEMENT, is made and entered into as of the Effective Date, as hereinafter defined, by and between Buckman Direct Diversion Board ("Customer") and Public Service Company of New Mexico ("PNM") (individually "Party" or collectively "Parties").

WHEREAS, Customer owns or leases the Premises on which the Large Solar Facility described in Section 1 below is located; and

WHEREAS, Customer either owns the Large Solar Facility or leases the Large Solar Facility from a third party owner; and

WHEREAS, in accordance with 17.9.572.13.C NMAC, Customer is the owner of certain renewable energy certificates associated with the electricity generated by the Large Solar Facility and consumed on the Premises ("Large Solar RECs") either because Customer owns the Large Solar Facility or because Customer has entered into an agreement with the third party owner by which Customer will acquire all the Large Solar RECs; and

WHEREAS, Customer desires to sell and PNM desires to purchase the Large Solar RECs owned by Customer pursuant to the terms of this Agreement and as provided in PNM Rate 32;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. **SOLAR FACILITY**. Customer owns or leases the Premises on which the following solar photovoltaic ("PV") or solar thermal electric facility rated larger than 10kW_{AC} up to 1 MW_{AC} (the "Large Solar Facility") is located. The Large Solar Facility is associated with PNM electric service account number 115915784-1348372 ("Electric Service Account") and is interconnected to PNM's electric distribution system pursuant to Standard Interconnection Agreement No. 1037568 ("Interconnection Agreement"), effective on June 24, 2014:

Solar Facility address ("Premises"): 02 Booster Station 2A Rd
Santa Fe, NM 87506

Rated solar generating capacity: 753.41 (kW_{DC} STC)

kW_{DC} STC is defined as the rated total capacity of the installed panels or collector at their DC output.

2. OWNER OF LARGE SOLAR FACILITY. Customer hereby certifies that the owner of the Large Solar Facility is (check appropriate box):

☒ Customer

☐ Third Party Owner

Name: _____

Contact Person: _____

Address: _____

Telephone: _____

3. PURCHASE AND DELIVERY OF LARGE SOLAR RECs. PNM will purchase from Customer, and Customer will deliver to PNM, the Large Solar RECs that are generated by the Solar Facility and consumed each month on the Premises as metered by PNM. The applicable rate is 2 cents per kWh as set forth in the notice by PNM that the Notice of Completion of Application and REC Reservation.. The payment for the Large Solar RECs will be calculated by multiplying the applicable rate by the number of kWh of energy generated by the Solar Facility and consumed on the Premises as measured by a PNM meter as further described in Section 5 of this Agreement. PNM will pay Customer for the Large Solar RECs by crediting Customer's monthly electric service bill unless the Customer is leasing the Premises to a tenant.

If the Solar Facility generates electricity in excess of the amount of electricity consumed each month on the Premises ("Excess Energy"), PNM shall purchase such Excess Energy at its avoided cost, and PNM shall receive from Customer, without cost, all RECs associated with such Excess Energy, to the extent authorized by the New Mexico Renewable Energy Act.

For Customers occupying the Premises: If payment for the Large Solar RECs generated up to Customer's monthly consumption exceeds the Customer's monthly electric service bill, a credit will be applied to the following month's electric service bill, provided that the balance does not exceed two hundred dollars (\$200.00). If the balance exceeds two hundred dollars (\$200.00), PNM will issue a check to Customer for the entire balance before the beginning of the Customer's next billing cycle.

For Customers leasing the Premises to a tenant: PNM will pay Customer for the Large Solar RECs generated by the Solar Facility located at the Premises up to the amount of the tenant's consumption on a monthly basis, provided the payment exceeds two hundred dollars (\$200.00).

Payments for Large Solar RECs will commence in the billing period subsequent to the execution of a Standard Interconnection Agreement and subsequent to PNM's receipt and execution of this Agreement. Purchase of Large Solar RECs produced by generating capacity added to the Large Solar System after execution of this Agreement will be made in accordance with Section 4 below.

4. **MODIFICATION OF GENERATING FACILITIES.** The rated capacity of the Solar Facility shall not be increased without prior approval of PNM and shall not be increased to a capacity greater than 1 MW_{AC} in any event. PNM will purchase Large Solar RECs generated by a modified Solar Facility only upon execution of a new REC Purchase Agreement, at the applicable rate as of the effective date of such agreement.
5. **METERING.** Customer shall provide and install a meter socket to accommodate a PNM meter that measures only the total output of the Large Solar Facility inverter. This meter socket shall be installed in accordance with PNM's standard meter specifications and shall be in addition to the PNM meter socket used for the normal billing meter. Unless otherwise approved by PNM, this second meter socket shall be physically located next to the Customer-provided meter socket for the PNM electric billing meter. PNM shall furnish and install a standard kilowatt-hour meter for the purpose of measuring the total output of the Large Solar Facility inverter. In accordance with 17.9.570.10 NMAC, if provision of the net metering option requires metering equipment and related facilities that are more costly than would otherwise be necessary absent the requirement for net metering, Customer shall pay all incremental costs associated with installing the more costly metering equipment and facilities.

Attached hereto and incorporated herein as Appendix A is Customer's application for sale of Large Solar RECs, including a one-line diagram and three-line diagram showing the Large Solar Facility, the interconnection equipment, breaker panel(s), PNM required disconnect switches, PNM meters, PNM transformers and other required information. Customer represents and warrants that, to the best of Customer's knowledge, the information contained in Appendix A is accurate as of the date of this Agreement.

6. **TERM OF AGREEMENT.** This Agreement shall be in effect for eight (8) years from the Effective Date as stated in the Interconnection Agreement, unless terminated as provided herein.
7. **TERMINATION.** This Agreement shall automatically terminate (a) upon execution of a new REC Purchase Agreement between Customer and PNM; or (b) sixty (60) days after Customer closes the Electric Service Account unless Customer assigns this Agreement and the Interconnection Agreement as provided herein; or (c) upon termination of the Interconnection Agreement

This Agreement may be terminated by a non-breaching Party if a material breach occurs with respect to the other Party at any time during the term of this Agreement. The non-breaching Party may (a) terminate this Agreement upon five (5) business

days' notice to the breaching Party, and (b) exercise such other remedies as may be available at law or in equity or as otherwise provided in this Agreement.

As used in this Agreement, "material breach" means, as to the breaching Party (a) failure to make, when due, any payment required under this Agreement if such failure is not subject to offset and is not remedied within ten (10) business days after written notice of such failure is given to the breaching Party; or (b) any representation or warranty made by the breaching Party in this Agreement shall prove to have been false or misleading in any material respect when made; or (c) failure to perform any covenant or agreement set forth in this Agreement (other than its obligations to make any payment or obligations that are otherwise specifically covered as a separate material breach), and such failure is not cured by the breaching Party within thirty (30) days of written notice from the other Party, or, if such breach is not susceptible to cure within thirty (30) days, if the breaching Party has not commenced to cure the breach within thirty (30) days and/or fails to proceed with reasonable diligence to cure such breach; under no circumstances, however, shall the total cure period exceed ninety (90) days; or (d) making an assignment or any general arrangement for the benefit of creditors; or (e) filing a petition or otherwise commencing, authorizing or acquiescing in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors, or having such petition filed against it and such proceeding remains undismissed for thirty (30) days; or (f) otherwise becoming bankrupt or insolvent (however evidenced), or (g) being unable to pay its debts as they become due.

If this Agreement is terminated for any reason, the final Large Solar REC payment will be calculated based on the last meter reading at the Premises and the determination of whether or not any excess generation has occurred. If Customer is occupying the Premises, the final Large Solar REC payment will be calculated and applied to Customer's final electric bill. If Customer is leasing the Premises to a tenant, the final Large Solar REC payment will be calculated and paid directly to Customer within thirty (30) calendar days. PNM may offset any final Large Solar REC payment amount against any amounts owed to PNM by Customer.

8. **TRANSFER OF PREMISES; ASSIGNMENT OF AGREEMENT.** If Customer sells the Premises and associated Solar Facility, Customer may assign this Agreement and the Interconnection Agreement to the new owner of the Premises. Such assignments must be made within sixty (60) days of the date the Customer terminates the Electric Service Account. If this Agreement and the Interconnection Agreement are not assigned within the 60-day period, this Agreement terminates.
9. **RELOCATION OF SOLAR FACILITY.** If Customer relocates the Solar Facility in its entirety to a different property within PNM's service area, Customer shall: (a) notify PNM of such relocation within 30 days before the Solar Facility is relocated; (b) submit a new Application for Interconnection for the new premises; (c) complete the interconnection process; and (d) amend this Agreement to reflect the new premises, electric service account and interconnection agreement number.

10. **INTERRUPTION OR REDUCTION OF DELIVERIES.** PNM shall not be obligated to pay for a reduction in the number of Large Solar RECs caused by interruptions of utility service or by utility-required Large Solar Facility shutdowns as specified in the executed Standard Interconnection Agreement. If service to the Electric Service Account is discontinued for any time period for any reason permitted under applicable NMPRC rules, (a) PNM shall have no liability for and shall not pay Customer for any actual or potential generation that may or could have occurred while such service was discontinued; and (b) PNM shall have no liability for and shall not pay Customer for any RECs associated with any actual or potential generation that may or could have occurred while such service was discontinued.
11. **ACCESS TO PREMISES.** PNM may enter Customer's Premises at all reasonable hours to read or test meters.
12. **NO WARRANTY OR GUARANTEE.** The Parties agree that the sale and purchase of the Large Solar RECs is not an endorsement, confirmation, warranty, guarantee or representation concerning the safety, operating characteristics, durability or reliability of the Large Solar Facility. Neither Party assumes the duty of inspecting the other Party's lines, wiring, apparatus, machinery or appliances, or any part thereof (collectively, "Associated Equipment") and shall not be responsible to the other Party therefor. PNM further disclaims any obligation to inspect, and any liability for, Associated Equipment owned by Developer. Customer agrees to install and maintain, or to have installed and maintained, in a safe and efficient manner, and in accordance with good electrical practices and all applicable regulations, all of the Associated Equipment connected at the Premises to PNM's electric distribution system.
13. **POTENTIAL TAX LIABILITY.** Customer understands that the sale and purchase of the Large Solar RECs may create a tax liability for Customer. Customer further understands that PNM may issue Internal Revenue Service Form 1099 or other tax form to Customer relating to these transactions. By signing this Agreement, Customer acknowledges and agrees that Customer has the sole responsibility for paying any federal, state or local taxes, including federal income tax, that may be due on amounts received by Customer, or credited to Customer's account, as a result of transactions under this Agreement.
14. **GOVERNING LAW.** This agreement shall be interpreted, governed, and construed under the laws of the state of New Mexico as if executed and to be performed wholly within the state of New Mexico.
15. **AMENDMENT, MODIFICATIONS OR WAIVER.** Any amendments or modifications to this Agreement shall be in writing and agreed to by both Parties. The failure of any Party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any Party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, shall be deemed to be construed as a further or continuing waiver of any such breach or a waiver of the breach of any other term or covenant unless such waiver is in writing.

16. NOTICES. Any notice, request, approval, consent, instruction, direction or other communication required or permitted under this Agreement shall be in writing and shall be deemed given if personally delivered, delivered by reputable overnight courier or sent by First Class Mail, postage prepaid, and shall be deemed received, if personally delivered, or delivered by courier, upon delivery, and if mailed, on the third day following deposit in the U. S. mail.

If to PNM:

Attention: Customer Owned Generation Programs
Public Service Company of New Mexico
414 Silver Ave SW
Albuquerque, NM 87102-1135

If to Customer:

Buckman Direct Diversion Board - City of Santa Fe Water Division
801 W. San Mateo Rd
PO Box 909
Santa Fe, NM 87505-3923

All notices under this Agreement shall refer to the Customer's Premises set forth in Section 1 of this Agreement.

17. ASSIGNMENT. Customer shall not assign this Agreement except as permitted in Section 8.
18. REGULATORY. This Agreement shall at all times be subject to such changes and modifications as shall be required from time to time by any legally constituted regulatory body, including the Commission, having jurisdiction to require such changes and modifications. Notice shall be given in accordance with the Commission's requirements if and when the Commission is requested to take action that could cause a change in terms of this Agreement.
19. CERTIFICATIONS, REPRESENTATIONS AND WARRANTIES. Customer acknowledges and agrees that the RECs generated from the Large Solar Facility represent all of the environmental attributes associated with the generation of electricity from the Large Solar Facility. Customer certifies that the attributes represented by the Large Solar RECs are not being claimed by, delivered, sold and/or transferred to any other entity, in whole or in part. Customer also certifies that if the Premises is leased to a tenant, Customer has entered, or will enter, into an agreement with each tenant in which the tenant waives any and all right, title and interest in the Large Solar RECs. Customer will notify PNM immediately if Customer enters into a different arrangement with any tenant. If Customer is leasing the Large Solar Facility, Customer further certifies that Customer has entered into a valid and binding agreement with Developer by which all right, title and interest in the Large Solar RECs belong to Customer without recourse by Developer. Customer represents and warrants that Customer has good and marketable title to the Large Solar RECs and

that Customer will transfer to PNM good and marketable title, free and clear of all claims, liens, security interests and encumbrances of any kind.

20. **NO THIRD PARTY RIGHTS.** Except as expressly provided in this Agreement, the Parties do not intend to create rights in, or grant remedies to, any third party beneficiary of this Agreement.
21. **ENTIRE AGREEMENT.** It is understood and agreed that all representations and agreements between the Parties covering the subject matter hereof are expressed herein and that no other representation of any kind or nature, whether made by the officers or agents of either of the Parties, shall be binding. There shall be no presumption or burden of proof favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.
22. **EFFECTIVE DATE.** This Agreement is effective as of the last date of execution set forth below.

IN WITNESS WHEREOF, the Parties have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

CUSTOMER

By: Shannon Jones
BDDDB Facility Manager

Name: Shannon Jones
Printed Name

Date: 3/31/2014

By: Nancy R. Long
BDDDB Attorney-Approved as to Form

Name: Nancy R. Long
Printed Name

Date: 3-26-14

Filed

By: Yolanda Y. Vigil
City Clerk

Name: Yolanda Y. Vigil
Printed Name

Date: 4-1-14

P.O.

Public Service Company of New Mexico

By: Gerard Ortiz

Name: Gerard Ortiz

Title: VP, PNM Regulatory Affairs

Date: June 24, 2014

APPENDIX A

**CUSTOMER'S APPLICATION FOR THE SOLAR REC INCENTIVE PROGRAM
CUSTOMER'S ONE-LINE AND THREE-LINE DIAGRAM AND
SITE DRAWING SHOWING LARGE SOLAR SYSTEM, METERING AND
PROTECTION EQUIPMENT**

See Interconnection Agreement No. 1037568

Memorandum



Buckman Direct Diversion

Date: August 23, 2022
To: Buckman Direct Diversion Board
From: Rick Carpenter and Kyle Harwood
Subject: LANL SWEIS Federal Register Notice

Item and Issue

The National Nuclear Security Administration issued a Federal Register Notice on Friday, August 19, 2022 inviting local governments and the public, among others, to provide input on the scope of the Lab Site-Wide EIS, see attached Federal Register Notice.

Comments are due October 3, 2022 before our October BDD Board meeting, and therefore staff and consultants are working to prepare comments for the Board's consideration at the September Board meeting.



analysis, monitoring student enrollment, calculating default rates, monitoring program participants and verifying student aid eligibility. This is a request for an extension to the current information collection 1845–0035 based on a decrease in the number of participants providing information to the system.

Dated: August 15, 2022.

Kun Mullan,

PRA Coordinator, Strategic Collections and Clearance Governance and Strategy Division, Office of Chief Data Officer, Office of Planning, Evaluation and Policy Development.

[FR Doc. 2022–17845 Filed 8–18–22; 8:45 am]

BILLING CODE 4000–01–P

DEPARTMENT OF ENERGY

National Nuclear Security Administration

Notice of Intent To Prepare a Site-Wide Environmental Impact Statement for Continued Operation of the Los Alamos National Laboratory

AGENCY: National Nuclear Security Administration, Department of Energy.

ACTION: Notice of intent.

SUMMARY: The National Nuclear Security Administration (NNSA), a semi-autonomous agency within the Department of Energy (DOE), announces its intent to prepare a new Site-Wide Environmental Impact Statement (SWEIS) for the Los Alamos National Laboratory (LANL or Laboratory) in Los Alamos, New Mexico (DOE/EIS–0552) in compliance with the National Environmental Policy Act of 1969 (NEPA). The SWEIS will analyze the potential environmental impacts of the reasonable alternatives for continuing operations of the Laboratory for approximately the next 15 years. The continued operation of the Laboratory is critical to NNSA’s Stockpile Stewardship Program to prevent the spread and use of nuclear weapons worldwide and to many other areas impacting national security and global stability. The SWEIS will also analyze environmental impacts of legacy waste remediation conducted by DOE’s Office of Environmental Management (DOE–EM). The purpose of this Notice is to invite public participation in the process and to encourage public involvement on the scope of analysis (e.g., range of alternatives, impacts, and actions) and alternatives that should be considered in the SWEIS. Following completion of the SWEIS, NNSA will decide which reasonable alternatives to

implement and will announce its decisions through a Record of Decision (ROD). Absent any new decisions associated with this SWEIS process, NNSA would continue to implement decisions announced in previous RODs.

DATES: NNSA invites other federal agencies, state and local governments, federally recognized Indian tribes and the public to comment on the scope of the LANL SWEIS. The public scoping period begins with the publication of this Notice in the **Federal Register** and continues until October 3, 2022 (the Comment Period). NNSA will accept public participation in written and oral form, and comments concerning the scope of the SWEIS will be given equal weight regardless of method of delivery. For receiving oral comments, NNSA will host two virtual public scoping meetings. The decision to hold only virtual meetings is based on the continuing high level of community spread of COVID–19 in the areas where in-person meetings would be held, as measured and reported by the U.S. Centers for Disease Control and Prevention. Meeting details will be provided in a future notice posted on the following website: www.energy.gov/nnsa/nnsa-nepa-reading-room. NNSA will hold the scoping meetings no earlier than 15 days from the posting of the notice. Details of the public meetings will also be announced in local media outlets.

ADDRESSES: Written comments will be considered if received or postmarked by the end of the Comment Period. Comments received or postmarked after the Comment Period will be considered to the extent practicable. Written comments on the scope of the SWEIS or requests for information related to the SWEIS should be sent via postal mail to LANL SWEIS Comments, 3747 W Jemez Road, Los Alamos, New Mexico 87544 or by email to: LANLSWEIS@nnsa.doe.gov. Before including your address, phone number, email address, or other personally identifiable information in your comment, please be advised that your entire comment—including your personally identifiable information—might be made publicly available. If you wish for NNSA to withhold your name and/or other personally identifiable information, please state this prominently at the beginning of your comment. You may submit comments anonymously.

FOR FURTHER INFORMATION CONTACT: For further information about this Notice, please contact Kristen Dors, NEPA Compliance Officer, U.S. Department of Energy, National Nuclear Security Administration, Los Alamos Field

Office, 3747 W Jemez Road, Los Alamos, New Mexico 87544; phone: (505) 667–5491; or via email at LANLSWEIS@nnsa.doe.gov. This Notice and related NEPA documents are available at: www.energy.gov/nnsa/nnsa-nepa-reading-room.

SUPPLEMENTARY INFORMATION:

Background

The Laboratory has been operating for nearly 80 years in Northern New Mexico. Today, the Laboratory is a national security laboratory, as defined by 50 *United States Code* (U.S.C.) 2471, and operated as an NNSA facility by a Management and Operating (M&O) contractor with an annual budget of approximately \$4.6 billion and a workforce of approximately 14,000 people. The Laboratory exists to support NNSA missions, which are established by law, including: (1) to enhance U.S. national security through the military application of nuclear energy; (2) to maintain and enhance the safety, reliability, and performance of the U.S. nuclear weapons stockpile, including the ability to design, produce, and test, in order to meet national security requirements; (3) to promote international nuclear safety and nonproliferation; (4) to reduce global danger from weapons of mass destruction; (5) to support U.S. leadership in science and technology. NNSA missions are carried out in a manner that is consistent with the principles of: (1) Protecting the environment; (2) Safeguarding the safety and health of the public and of the workforce; (3) Ensuring the Security of the nuclear weapons, nuclear material, and classified information. As a Federally Funded Research and Development Center, the Laboratory is primarily sponsored by NNSA but does work for other federal agencies and partners with a wide variety of entities. LANL also has an important legacy waste remediation mission, which is overseen by DOE–EM. The potential impacts of these ongoing DOE–EM remediation activities will be included in the LANL SWEIS. This Notice signifies the fourth site-wide EIS undertaken for the Laboratory since 1976.

Purpose and Need for Agency Action

The purpose of the continued operation of the Laboratory has not changed and continues to be to provide support for NNSA’s core missions as directed by the Congress and the President. NNSA’s need to continue operating the Laboratory is focused on its obligation to ensure a safe and reliable nuclear stockpile. For the

foreseeable future, NNSA, on behalf of the U.S. Government, will need to continue its nuclear weapons research and development, surveillance, computational analysis, components manufacturing, and nonnuclear aboveground experimentation. Currently, many of these activities are conducted solely at the Laboratory. A curtailment or cessation of these activities would run counter to national security policy as established by the Congress and the President. The Laboratory plays vital roles in NNSA missions including: enhancing U.S. national security through the military application of nuclear energy; maintaining and enhancing the safety, reliability, and effectiveness of the U.S. nuclear weapons stockpile, including the ability to design, produce, and test, in order to meet national security requirements; promoting international nuclear safety and nonproliferation; reducing global danger from weapons of mass destruction; supporting U.S. leadership in science and technology.

The 2016 Compliance Order on Consent between the State of New Mexico Environmental Department and the Department of Energy (the Consent Order) is the principal regulatory driver for legacy waste cleanup at LANL. The Consent Order contains requirements for investigation and cleanup as well as enforceable deadlines for achieving desired remediation milestones, which may include the submission of documents such as investigation work plans, investigation reports, periodic monitoring reports, and corrective measures evaluation reports.

Requirements To Fulfill DOE NEPA Compliance

The SWEIS will be prepared pursuant to NEPA (Title 42 U.S.C. 4321 *et seq.*), the Council on Environmental Quality's NEPA regulations (40 CFR parts 1500–1508) and the DOE NEPA implementing procedures (10 CFR part 1021). The DOE regulations (10 CFR 1021.330) require preparation of site-wide documents for certain large, multiple-facility sites, such as the Laboratory. The purpose of a SWEIS is to provide the public with an analysis of the potential environmental impacts from ongoing and reasonably foreseeable new and modified operations and facilities, and reasonable alternatives, to provide a basis for site-wide decisionmaking and to improve and coordinate agency plans, functions, programs, and resource utilization. The SWEIS provides an overall NEPA baseline, so that the environmental effects of proposed future changes in programs and activities can be compared to the

baseline. A SWEIS allows NNSA to “tier” its later project-specific NEPA analyses at the same site. Tiering is a method used in NEPA analysis that allows agencies to eliminate repetitive discussion of the same issues and to focus on the specific issues in future proposed actions.

The NEPA process enables federal, state and local governments, federally recognized Indian tribes, and public participation in the environmental review process.

Preliminary Alternatives

The scoping process is an opportunity for the public to assist NNSA in determining the alternatives, issues, or analyses that should be included in the SWEIS. NNSA welcomes specific comments or suggestions on the content of these alternatives or on other alternatives that could be considered. A preliminary set of alternatives and issues for evaluation in the SWEIS is identified below; during the development of the SWEIS, NNSA could include other reasonable alternatives.

No-Action Alternative: Continue Current Operations

The No-Action Alternative would continue current operations throughout the Laboratory that support currently assigned missions. NEPA regulations require analysis of the No-Action Alternative to provide a benchmark for comparison with environmental effects of action alternatives. This alternative includes the programs and activities for which NEPA reviews and decisions have been made, such as DOE–EM legacy waste cleanup activities pursuant to the 2016 Consent Order. The No-Action Alternative includes, for currently assigned mission scope: (1) construction of minor replacement facilities; (2) upgrades to existing facilities and infrastructure; (3) decontamination, decommissioning, and demolition (DD&D) projects.

Modernizing Current Operations Alternative

The programmatic context for the Modernizing Current Operations Alternative is the continued support of existing programs and activities by modernizing facilities as necessary. This alternative includes the scope of the No-Action Alternative, as described above, plus additional modernization activities. This alternative includes: (1) construction of replacement facilities; (2) more significant upgrades to existing facilities and infrastructure; (3) more significant DD&D projects. Under this alternative, NNSA would replace

facilities that are approaching their end of life, upgrade facilities to extend their lifetimes, and improve work environments to enable NNSA to meet operational requirements. The proposed DD&D of older facilities would eliminate excess facilities and reduce costs and risk. This alternative would not expand capabilities and operations at LANL beyond those that currently exist.

Expanded Operations Alternative

The Expanded Operations Alternative includes the modernization actions included in the Modernizing Current Operations Alternative, as described above, plus actions that would expand operations and missions to respond to future national security challenges and meet increasing requirements. This alternative includes: (1) construction and operation of new facilities, and (2) significant upgrades to existing facilities that result in changing the nature and capabilities of these facilities. This alternative would expand capabilities at LANL beyond those that currently exist. For example, under an Expanded Operations Alternative NNSA may consider the construction and operation of an additional supercomputing complex that would enable NNSA to expand the capabilities of that program. In the Draft SWEIS, NNSA will identify and analyze other actions that could expand the capabilities at LANL.

The Draft SWEIS will identify the specific actions associated with the alternatives and will assess the potential impacts of implementing the alternatives. The Draft SWEIS will also identify and evaluate any actions related to environmental management and land transfer that are reasonable for each of the alternatives.

Other Potential Reasonable Alternatives

The 1999 and 2008 LANL SWEISs included a Reduced Operations Alternative. Those SWEISs were prepared at times when DOE/NNSA deemed a reduction in Laboratory operations to be a reasonable alternative. For the foreseeable future, NNSA does not consider reducing operational or environmental remediation missions at LANL as reasonable. However, the timeframe for the SWEIS analysis is approximately 15 years into the future, and NNSA recognizes that requirements, needs, opportunities, and vision may change over such a long planning horizon. Consequently, NNSA has not made a final decision on whether to include a Reduced Operations Alternative in this SWEIS. NNSA welcomes input on this and any other alternative the public

thinks are reasonable and should be analyzed in the SWEIS.

Alternatives that NNSA will not consider reasonable are (1) the complete closure and DD&D of the Laboratory and (2) transfer of current missions/operations from the Laboratory to other sites, as those actions would be inconsistent with the LANL mission defined by NNSA. Such possibilities were considered as recently as 2008 when NNSA prepared the Complex Transformation Supplemental Programmatic EIS (CT SPEIS). In that document, NNSA concluded that “as a result of the continuing challenges of certification [of nuclear weapons] without underground nuclear testing, the need for robust peer review, benefits of intellectual diversity from competing physics design laboratories, and uncertainty over the details [of] future stockpiles, NNSA does not consider it reasonable to evaluate laboratory consolidation [or elimination] at this time.” That conclusion has not changed today. In addition, as one of only three NNSA national security laboratories, LANL contributes significantly to the core intellectual and technical competencies of the U.S. related to nuclear weapons. These competencies embody more than 75 years of weapons knowledge and experience. The Laboratory performs the basic research, design, system engineering, development testing, reliability and assessment, surveillance, and certification of nuclear weapons safety, reliability, and performance. From a broader national security perspective, the core intellectual and technical competencies of the Laboratory help provide the technical basis for the pursuit of U.S. arms control and nuclear nonproliferation objectives.

The CT SPEIS also considered and evaluated the transfer of missions and operations to and from the Laboratory, and NNSA has implemented, as appropriate, decisions that followed preparation of that document. NNSA has not identified any new proposals for current missions/operations that are reasonable for transfer to/from the Laboratory.

Preliminary Environmental Analysis

The following issues have been identified for analysis in the SWEIS. The list is tentative and intended to facilitate public comment on the scope of the SWEIS. It is not intended to be all inclusive, nor does it imply any predetermination of potential impacts. The NNSA specifically invites suggestions for the addition or deletion of items on this list.

- Potential effects on the public and workers from exposures to radiological and hazardous materials during normal operations, construction, reasonably foreseeable accidents (including from natural phenomena hazards), and intentional destructive acts
- Impacts on surface and groundwater, floodplains and wetlands, and on water use and quality
- Impacts on air quality from potential releases of radiological and nonradiological pollutants and greenhouse gases
- Impacts to plants and animals and their habitats, including species that are federally or state-listed as threatened or endangered, or of special concern
- Impacts on physiography, topography, geology, and soil characteristics
- Impacts to cultural resources, such as those that are historic, prehistoric, archaeological, scientific, or paleontological
- Socioeconomic impacts to affected communities
- Environmental justice impacts, particularly whether or not activities at the Laboratory have a disproportionately high and adverse effect on minority and/or low-income populations
- Potential impacts on land use and applicable plans and policies
- Impacts from traffic and transportation of radiological and hazardous materials and waste on and off the Laboratory campus
- Pollution prevention and materials, and waste management practices and activities
- Impacts on visual aesthetics and noise levels of Laboratory facilities on the surrounding communities and ambient environment
- Impacts to community services, including fire protection, police protection, schools, and solid waste disposal to landfills
- Impacts from the use of utilities, including water and electricity consumption, fuel use, sewer discharges, and resource conservation
- Impacts from site contamination and remediation
- Unavoidable adverse impacts
- Environmental compliance and inadvertent releases
- Short-term uses and long-term productivity
- Irreversible and irretrievable commitment of resources
- Cumulative effects of past, present, and reasonably foreseeable future actions
- Mitigation commitments

LANL SWEIS Process and Schedule

Fourteen years have passed since the publication of the 2008 LANL SWEIS. Because of comprehensive site planning activities that are under consideration, as well as other reasons, NNSA determined that it was appropriate to revisit the 2008 SWEIS analysis. The scoping process is intended to involve all interested agencies (federal, state, and local), public interest groups, federally recognized Indian tribes, local businesses, and members of the general public. Interested parties are invited to participate in the SWEIS process to refine the preliminary alternatives and identify environmental issues that are reasonable or pertinent for analysis. Input from the scoping process will assist NNSA in formulating the alternatives and defining the scope of the SWEIS analysis.

Following the scoping process announced in this Notice, and after consideration of comments received during scoping, NNSA will prepare a Draft SWEIS for the continued operation of the Laboratory. NNSA expects to issue the Draft SWEIS in 2023. NNSA will announce the availability of the Draft SWEIS in the **Federal Register** and local media outlets. NNSA will hold one or more public hearings for the Draft SWEIS. Any comments received on the Draft SWEIS will be considered and addressed in the Final SWEIS. NNSA could then issue a Record of Decision no sooner than 30 days after publication by the Environmental Protection Agency of a Notice of Availability of the Final SWEIS.

Signing Authority

This document of the Department of Energy was signed on August 15, 2022 by Jill Hruby, Under Secretary for Nuclear Security and Administrator, National Nuclear Security 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 August 16, 2022.

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

[FR Doc. 2022-17901 Filed 8-18-22; 8:45 am]

BILLING CODE 6450-01-P

DEPARTMENT OF ENERGY

Federal Energy Regulatory Commission

Combined Notice of Filings #1

Take notice that the Commission received the following electric corporate filings:

Docket Numbers: EC22-103-000.
Applicants: Sonny Solar, LLC, PGR
2021 Lessee 13, LLC.

Description: Joint Application for Authorization Under Section 203 of the Federal Power Act of Sonny Solar, LLC, et al.

Filed Date: 8/12/22.

Accession Number: 20220812-5217.

Comment Date: 5 p.m. ET 9/2/22.

Docket Numbers: EC22-104-000.
Applicants: Allora Solar, LLC, PGR
2021 Lessee 19, LLC.

Description: Joint Application for Authorization Under Section 203 of the Federal Power Act of Allora Solar, LLC, et al.

Filed Date: 8/12/22.

Accession Number: 20220812-5219.

Comment Date: 5 p.m. ET 9/2/22.

Docket Numbers: EC22-105-000.
Applicants: Gunsight Solar, LLC, PGR
2021 Lessee 15, LLC.

Description: Joint Application for Authorization Under Section 203 of the Federal Power Act of Gunsight Solar, LLC, et al.

Filed Date: 8/12/22.

Accession Number: 20220812-5222.

Comment Date: 5 p.m. ET 9/2/22.

Docket Numbers: EC22-106-000.
Applicants: Cabin Creek Solar, LLC,
PGR 2021 Lessee 12, LLC.

Description: Joint Application for Authorization Under Section 203 of the Federal Power Act of Cabin Creek Solar, LLC, et al.

Filed Date: 8/12/22.

Accession Number: 20220812-5224.

Comment Date: 5 p.m. ET 9/2/22.

Docket Numbers: EC22-107-000.
Applicants: Bulldog Solar, LLC, PGR
2021 Lessee 9, LLC.

Description: Joint Application for Authorization Under Section 203 of the Federal Power Act of Bulldog Solar, LLC, et al.

Filed Date: 8/12/22.

Accession Number: 20220812-5227.

Comment Date: 5 p.m. ET 9/2/22.

Docket Numbers: EC22-108-000.

Applicants: Northern States Power Company, a Minnesota Corporation, Northern Wind Energy Redevelopment, LLC.

Description: Joint Application for Authorization Under Section 203 of the Federal Power Act of Northern States Power Company, et al.

Filed Date: 8/15/22.

Accession Number: 20220815-5113.

Comment Date: 5 p.m. ET 9/6/22.

Docket Numbers: EC22-109-000.
Applicants: Northern States Power Company, a Minnesota Corporation, Rock Aetna Power Partners, LLC.

Description: Joint Application for Authorization Under Section 203 of the Federal Power Act of Northern States Power Company, a Minnesota Corporation, et al.

Filed Date: 8/15/22.

Accession Number: 20220815-5124.

Comment Date: 5 p.m. ET 9/6/22.

Take notice that the Commission received the following electric rate filings:

Docket Numbers: ER21-2455-003.

Applicants: California Independent System Operator Corporation.

Description: Compliance filing: 2022-08-15 Compliance Filing—FERC Order No. 2222 to be effective 6/16/2022.

Filed Date: 8/15/22.

Accession Number: 20220815-5078.

Comment Date: 5 p.m. ET 9/6/22.

Docket Numbers: ER22-2494-000.
Applicants: FirstEnergy Service Company.

Description: FirstEnergy Service Company Submits Request for Limited Waiver of Affiliate Rules.

Filed Date: 7/25/22.

Accession Number: 20220725-5180.

Comment Date: 5 p.m. ET 8/19/22.

Docket Numbers: ER22-2656-000.
Applicants: PJM Interconnection, L.L.C.

Description: § 205(d) Rate Filing: Original ISA/ICSA Nos. 6555 and 6556; Queue No. AC1-086 to be effective 7/14/2022.

Filed Date: 8/15/22.

Accession Number: 20220815-5036.

Comment Date: 5 p.m. ET 9/6/22.

Docket Numbers: ER22-2657-000.
Applicants: PJM Interconnection, L.L.C.

Description: § 205(d) Rate Filing: Cost Responsibility Agreement, SA No. 6557; Non-Queue No. NQ-173 to be effective 7/19/2022.

Filed Date: 8/15/22.

Accession Number: 20220815-5080.

Comment Date: 5 p.m. ET 9/6/22.

Docket Numbers: ER22-2659-000.
Applicants: Midcontinent Independent System Operator, Inc.

Description: § 205(d) Rate Filing: 2022-08-15_SA 2927 Duke Energy-Duke Energy 2nd Rev GIA (J453 J1189) to be effective 8/5/2022.

Filed Date: 8/15/22.

Accession Number: 20220815-5131.

Comment Date: 5 p.m. ET 9/6/22.

Docket Numbers: ER22-2660-000.
Applicants: Southwest Power Pool, Inc.

Description: § 205(d) Rate Filing: SPS Formula Rate Revisions to Incorporate Changes Accepted in ER22-201 to be effective 5/19/2021.

Filed Date: 8/15/22.

Accession Number: 20220815-5151.

Comment Date: 5 p.m. ET 9/6/22.

Docket Numbers: ER22-2661-000.
Applicants: California Independent System Operator Corporation

Description: § 205(d) Rate Filing: 2022-08-15 Flexible Ramping Product Enhancements to be effective 12/31/9998.

Filed Date: 8/15/22.

Accession Number: 20220815-5159.

Comment Date: 5 p.m. ET 9/6/22.

Docket Numbers: ER22-2662-000.
Applicants: Aron Energy Prepay 14 LLC.

Description: Baseline eTariff Filing: Market-Based Rate Application to be effective 10/15/2022.

Filed Date: 8/15/22.

Accession Number: 20220815-5167.

Comment Date: 5 p.m. ET 9/6/22.

Take notice that the Commission received the following qualifying facility filings:

Docket Numbers: QF22-854-000.

Applicants: Radford University.

Description: Form 556 of Radford University.

Filed Date: 8/15/22.

Accession Number: 20220815-5033.

Comment Date: 5 p.m. ET 9/6/22.

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 or protest in any of the above proceedings must file in accordance with Rules 211 and 214 of the Commission's Regulations (18 CFR 385.211 and 385.214) 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.