

involving rates or services applicable to public property.

### **Small Business Regulatory Enforcement Fairness Act**

Western has determined that this rule is exempt from Congressional notification requirements under 5 U.S.C. 801 because the action is a rulemaking of particular applicability relating to rates or services and involves matters of procedure.

### **Availability of Information**

Comments, letters, memorandums, or other documents made or kept by Western in developing the proposed rate will be made available for inspection and copying at the Rocky Mountain Customer Service Region located at 5555 East Crossroads Boulevard, Loveland, CO 80538-8986.

### **Submission to the Federal Energy Regulatory Commission**

The interim rate herein confirmed, approved, and placed into effect, together with supporting documents, will be submitted to FERC for confirmation and final approval.

### **Order**

I confirm and approve on an interim basis, effective July 1, 2002, Rate Schedule L-AS4 for Energy Imbalance Service for the Western Area Colorado Missouri control area for the Western Area Power Administration. The rate schedule shall remain in effect on an interim basis, pending FERC confirmation and approval of it or a substitute rate on a final basis through March 31, 2003.

Dated: May 30, 2002.  
Spencer Abraham,  
*Secretary.*

Rate Schedule L-AS4, (Supersedes L-T3); Schedule 4 to OATT,  
July 1, 2002.

### **Department of Energy**

*Western Area Power Administration,  
Rocky Mountain Region, Western Area  
Colorado Missouri Control Area;  
Schedule of Rate for Energy Imbalance  
Service*

### **Effective**

The first day of the first full billing period beginning on or after July 1, 2002, through March 31, 2003.

### **Available**

Within the Rocky Mountain Customer Service Region's Western Area Colorado Missouri control area (WACM).

### **Applicable**

To customers receiving Energy Imbalance Service from WACM.

### **Character and Conditions of Service**

WACM provides Energy Imbalance Service when there is a difference between a customer's resources and obligations. Energy Imbalance is calculated as resources minus obligations (adjusted for transmission and transformer losses) for any combination of scheduled transfers, transactions, or actual load integrated over each hour. Both Federal transmission customers and customers on others' transmission systems within WACM must either obtain this service from WACM or make alternative comparable arrangements to satisfy its Energy Imbalance Service obligation.

### **Formula Rate**

All Energy Imbalance Service provided, both inside and outside the bandwidth, will be settled financially, accounted for hourly at the end of each month. The WACM shall establish a deviation band of  $\pm 5$  percent (with a minimum of 2 MW) of the actual load to be applied hourly to any energy imbalance that occurs as a result of a customer's schedules and/or meter data.

Normally, there are four scenarios for Energy Imbalance Service, each of which receive a specific pricing calculation. They are: (1) Over delivery within the bandwidth; (2) under delivery within the bandwidth; (3) over delivery outside the bandwidth; and (4) under delivery outside the bandwidth. During periods of control area operating constraints, Western reserves the right to eliminate credits for over deliveries and parties over delivering may share in the cost to Western of the penalty.

### **Within the Bandwidth**

The gross energy imbalance for each applicable entity within WACM shall be totaled and netted to determine an aggregate energy imbalance for WACM. The sign of the aggregate energy imbalance will determine whether sale or purchase pricing will be used (surplus conditions use sale pricing and deficit conditions will use purchase pricing).

Depending upon the sign of the aggregate energy imbalance for all entities within WACM, the pricing for charges and credits within the bandwidth will be: Weighted Average Sale or Purchase Price @ 100%.

### **Outside the Bandwidth**

Each entity within WACM will be charged or credited independently for Energy Imbalance Service taken,

dependent upon their over- or under-delivery status.

Under Delivery (customer deficit) =  
Customer will be charged 150% of the weighted average real-time purchase price.

Over Delivery (customer surplus) =  
Customer will be credited 50% of the weighted average real-time sale price.

Expansion of the bandwidth will be allowed during the following instances:

- The loss of a physical resource.
- Upon evidence of proven frequency bias contribution for control area needs.
- The transition (start up/shut down) period for large thermal resources.

### **Pricing Defaults**

When no hourly data is available, the pricing defaults for sales and purchase pricing both within and outside the bandwidth will be applied in the following order:

- Weighted average real-time sale or purchase pricing for the day (on and off peak).
- Weighted average real-time sale or purchase pricing for the month (on and off peak).
- Weighted average real-time sale or purchase pricing for the prior month (on and off peak).
- Weighted average real-time sale or purchase pricing for the month prior to the prior month (and continuing until sale or purchase pricing located) (on and off peak).

### **Billing**

The billing determinants for the above formula rates are specified in the final rate order and in the associated service agreement.

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BILLING CODE 6450-01-P

## **ENVIRONMENTAL PROTECTION AGENCY**

[OPP-2002-0104; FRL-7182-7]

### **Industrial Economics Inc.; Transfer of Data**

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

**ACTION:** Notice.

**SUMMARY:** This notice announces that pesticide related information submitted to EPA's Office of Pesticide Programs (OPP) pursuant to the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) and the Federal Food, Drug, and Cosmetic Act (FFDCA), including

information that may have been claimed as Confidential Business Information (CBI) by the submitter, will be transferred to Industrial Economics Inc. in accordance with 40 CFR 2.307(h)(3) and 2.308(i)(2). Industrial Economics Inc. has been awarded multiple contracts to perform work for OPP, and access to this information will enable Industrial Economics Inc. to fulfill the obligations of the contract.

**DATES:** Industrial Economics Inc. will be given access to this information on or before June 17, 2002.

**FOR FURTHER INFORMATION CONTACT:** By mail: Erik R. Johnson, FIFRA Security Officer, Information Resources and Services Division (7502C), Office of Pesticide Programs, Environmental Protection Agency, 1200 Pennsylvania Ave., NW., Washington, DC 20460; telephone number: (703) 305-7248; e-mail address: johnson.erik@epa.gov.

**SUPPLEMENTARY INFORMATION:**

**I. General Information**

*A. Does this Action Apply to Me?*

This action applies to the public in general. As such, the Agency has not attempted to describe all the specific entities that may be affected by this action. If you have any questions regarding the applicability of this action to a particular entity, consult the person listed under **FOR FURTHER INFORMATION CONTACT**.

*B. How Can I Get Additional Information, Including Copies of this Document and Other Related Documents?*

You may obtain electronic copies of this document, and certain other related documents that might be available electronically, from the EPA Internet Home Page at <http://www.epa.gov/>. To access this document, on the Home Page select "Laws and Regulations," "Regulations and Proposed Rules," and then look up the entry for this document under the "**Federal Register—Environmental Documents**." You can also go directly to the **Federal Register** listings at <http://www.epa.gov/fedrgstr/>.

**II. Contractor Requirements**

Under contract number GS-10F-0224J, the contractor will perform the following:

EPA's Office of Enforcement and Compliance Assurance (OECA) is responsible for providing assistance to enforcement professionals from EPA and the States in determining: (1) A violator's economic benefit of noncompliance; (2) the violator's ability to pay for compliance, clean-ups and civil penalties (hereinafter referred to as

"ability to pay"); (3) the value of a supplemental environmental project (SEP); and (4) the value of compliance. This assistance is largely provided through five current computer models: Ben, Abel, Indipay, Munipay and Project. Ben calculates a violator's economic savings from violating the law. Abel, Indipay, and Munipay evaluate claims of inability to pay from for-profit entities, individuals and municipalities, respectively. Project calculates the net-present, after-tax value of a proposed supplemental environmental project.

OECA also provides support in these areas through the use of expert financial consultants where the models are insufficient. OECA must keep its models up to date, provide educational programs to ensure proper application of the models, support negotiations, trials and hearings, and provide advice to our enforcement professionals as to issues that arise in using the models.

Since there are very few corporate finance, municipal finance, or accounting experts within OECA, the contractor shall provide that expertise and update the models, develop new models as appropriate and educate enforcement staff on the models. The contractor shall also provide expert advice to enforcement personnel regarding financial issues that impact enforcement litigation, and when directed, support enforcement negotiations, and appear as expert witnesses in hearings and trials. However, EPA employees will make all policy decisions in regard to finance/accounting issues.

To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as, such data remains proprietary or confidential, the contractor shall protect such data from unauthorized use and disclosure.

All files or other information identified as CBI shall be treated as confidential and kept in a secure area with access limited to only contractor personnel directly involved in the case or special project assignment. The contractor, subcontractor, and consultant personnel are bound by the requirements and sanctions contained in their contracts with EPA and in EPA's confidentiality regulations found at 40 CFR part 2, subpart B. The contractor, subcontractors, and consultant must adhere to EPA-approved security plans which describe procedures to protect CBI, and are required to sign non-disclosure agreements before gaining access to CBI.

All official data, findings, and results of investigations and studies completed by the contractor shall be available for EPA and Department of Justice internal use only. The contractor shall not release any part of such data without the written direction of the project officer.

This contract involves no subcontractors.

OPP has determined that the contracts described in this document involve work that is being conducted in connection with FIFRA, in that pesticide chemicals will be the subject of certain evaluations to be made under this contract. These evaluations may be used in subsequent regulatory decisions under FIFRA.

Some of this information may be entitled to confidential treatment. The information has been submitted to EPA under sections 3, 4, 6, and 7 of FIFRA and under sections 408 and 409 of FFDCA.

In accordance with the requirements of 40 CFR 2.307(h)(3), the contract with Industrial Economics Inc., prohibits use of the information for any purpose not specified in these contracts; prohibits disclosure of the information to a third party without prior written approval from the Agency; and requires that each official and employee of the contractor sign an agreement to protect the information from unauthorized release and to handle it in accordance with the FIFRA Information Security Manual. In addition, Industrial Economics Inc. is required to submit for EPA approval a security plan under which any CBI will be secured and protected against unauthorized release or compromise. No information will be provided to Industrial Economics Inc. until the requirements in this document have been fully satisfied. Records of information provided to Industrial Economics Inc. will be maintained by EPA Project Officers for these contracts. All information supplied to Industrial Economics Inc. by EPA for use in connection with these contracts will be returned to EPA when Industrial Economics Inc. has completed its work.

**List of Subjects**

Environmental protection, Business and industry, Government contracts, Government property, Security measures.

Dated: June 3, 2002.

**Linda Vlier Moos,**

*Acting Director, Information Resources and Services Division, Office of Pesticide Programs.*

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**BILLING CODE 6560-50-S**