

accrediting entity brought by agencies and/or persons seeking to be accredited or approved or who are accredited or approved, and to inform the Department immediately of any events that may affect its ability to defend itself (e.g., change in or loss of insurance coverage, change in relevant state law). CEAS agrees that it will consult with the Department immediately if it becomes aware of any other legal proceedings related to its acts as an accrediting entity, or of any legal proceedings not related to its acts as an accrediting entity that may threaten its ability to continue to function as an accrediting entity.

(3) *Privacy and Data Protection*: CEAS agrees to take appropriate steps to ensure that all documents and information it receives about adoption service providers are safeguarded against unauthorized disclosure consistent with 22 CFR 96.26 (a). CEAS shall maintain internal policies and procedures designed to ensure the integrity and security of the data collected, handled, or stored in connection with its functions as an accrediting entity. CEAS agrees not to share or disclose any non-public information, including Department of State visa records protected under section 222(f) of the Immigration and Nationality Act (8 U.S.C. 1202(f)), shared with it by the Department, without prior authorization from the Department. CEAS agrees to promptly notify the Department in any cases where it knows or believes that an unauthorized disclosure has taken place.

Article 7

Liaison Between the Department and the Accrediting Entity

(1) CEAS's principal point of contact for communications relating to its functions and duties as an accrediting entity will be the Executive Director, or his or her designate. The Department's principal point of contact for communication is the Chief of the Adoptions Oversight Division, or his or her designate.

(2) The parties will keep each other currently informed in writing of the names and contact information for their principal points of contact. As of the signing of this Agreement, the respective principal points of contact are as set forth in Attachment 1.

(3) CEAS acknowledges that information shared with the Department is subject to disclosure as required by U.S. law and regulations, to the extent that such information appears within an agency record as defined by 5 U.S.C.

552, *et seq.*, is subject to the Freedom of Information Act (FOIA). CEAS may not withhold required information from the Department for the purpose of avoiding potential public disclosure pursuant to FOIA.

Article 8

Certifications and Assurances

(1) CEAS certifies that it will comply with all requirements of applicable State and Federal law.

Article 9

Agreement, Scope, and Period of Performance

(1) *Scope*:

(a) This agreement is not intended to have any effect on any activities of CEAS that are not related to its functions as an accrediting entity for adoption service providers providing adoption services in intercountry adoptions.

(b) Nothing in this agreement shall be deemed to be a commitment or obligation to provide any Federal funds.

(c) All accrediting entity functions and responsibilities authorized by this agreement are to occur only during the duration of this agreement.

(d) Nothing in this agreement shall release CEAS from any legal requirements or responsibilities imposed on the accrediting entity by the IAA, UAA, 22 CFR part 96, or any other applicable laws or regulations.

(2) *Commencement of responsibilities*: CEAS's responsibilities under this agreement will commence upon approval by the Department of systems, procedures, and a fee schedule that, if applicable, are coordinated between CEAS and any other designated accrediting entity to ensure general consistency in accreditation systems and procedures, and general parity of fees. CEAS's responsibilities are subject to determination by the Department of jurisdictional boundaries between CEAS and any other designated accrediting entity.

(3) *Duration*: CEAS's designation as an accrediting entity and this agreement shall remain in effect for five years from signature, unless terminated earlier by the Department in conjunction with the suspension or cancellation of the designation of CEAS. The Parties may agree mutually in writing to extend the designation of the accrediting entity and the duration of this agreement. If either Party does not wish to renew the agreement, it must provide written notice no less than one year prior to the termination date, and the Parties will consult to establish a mutually agreed schedule to transfer adoption service

providers to another accrediting entity, including by transferring a reasonable allocation of collected fees for the remainder of the accreditation or approval period of such adoption service providers.

(4) *Changed Circumstances*: If unforeseen circumstances arise that will render CEAS unable to continue to perform its duties as an Accrediting Entity, CEAS will immediately inform the Department of State. The Parties will consult and make reasonable efforts to find a solution that will enable CEAS to continue to perform until the end of the contract period. If no such solution can be reached, the contract may be terminated on a mutually agreed date or, if mutual agreement cannot be reached, on not less than 14 months written notice from CEAS.

(5) *Severability*: To the extent that the Department determines, within its reasonable discretion, that any provision of this agreement is inconsistent with the Convention, the IAA, the UAA, the regulations implementing the IAA and UAA, or any other provision of law, that provision of the agreement shall be considered null and void and the remainder of the agreement shall continue in full force and effect as if the offending portion had not been a part of it.

(6) *Entirety of Agreement*: This agreement is the entire agreement of the Parties and may be modified only upon written agreement of the Parties.

Dated: May 27, 2022.

Rena Bitter,

Assistant Secretary for Consular Affairs, U.S. Department of State.

Dated: June 2, 2022.

Jayne Schmidt,

Executive Director, Center for Excellence in Adoption Services.

[FR Doc. 2022-14106 Filed 6-30-22; 8:45 am]

BILLING CODE 4710-06-P

SURFACE TRANSPORTATION BOARD

Release of Waybill Data

The Surface Transportation Board has received a request from Mark L. Burton (WB22-33-6/22/22) for permission to use data from the Board's 2019 Unmasked Carload Waybill Sample. A copy of this request may be obtained from the Board's website under docket no. WB22-33.

The waybill sample contains confidential railroad and shipper data; therefore, if any parties object to these requests, they should file their objections with the Director of the Board's Office of Economics within 14

calendar days of the date of this notice. The rules for release of waybill data are codified at 49 CFR 1244.9.

Contact: Alexander Dusenberry, (202) 245-0319.

Eden Besera,
Clearance Clerk.

[FR Doc. 2022-14112 Filed 6-30-22; 8:45 am]

BILLING CODE 4915-01-P

TENNESSEE VALLEY AUTHORITY

North Alabama Utility-Scale Solar Facility Environmental Impact Statement

AGENCY: Tennessee Valley Authority.

ACTION: Issuance of record of decision.

SUMMARY: The Tennessee Valley Authority (TVA) has decided to adopt the preferred alternative identified in its final environmental impact statement (Final EIS) for the North Alabama Utility-Scale Solar Facility. The Final EIS was made available to the public on May 9, 2022. A Notice of Availability (NOA) of the Final EIS was published in the **Federal Register** on May 13, 2022. TVA's preferred alternative, analyzed in the Final EIS as the Proposed Action Alternative, consists of TVA constructing an approximately 200-megawatt (MW) alternating current (AC) solar photovoltaic (PV) facility, including an electrical substation and possibly a battery energy storage system (BESS), on an approximately 1,459-acre portion of a 2,896-acre Project Site currently owned by TVA, two miles east of Courtland in Lawrence County, Alabama. In addition, up to 150 acres on the Project Site would be maintained as species-rich native plant meadow. The Project would connect to the existing adjacent Reservation-Mountain Home 161-kilovolt (kV) transmission line (TL), which crosses the southern portion of the Project Site. The interconnection of the solar PV facility would require network upgrades on this TL in Lawrence County. This alternative would achieve the purpose and need of the Project to meet the demand for increased renewable energy generation and partially fulfill the renewable energy goals established in TVA's 2019 Integrated Resource Plan (IRP).

ADDRESSES: To access and review the Final EIS, this Record of Decision (ROD), and other project documents, go to TVA's website at <https://www.tva.gov/nepa>.

FOR FURTHER INFORMATION CONTACT: Elizabeth Smith, Tennessee Valley Authority, 400 West Summit Hill Drive,

WT 11B, Knoxville, Tennessee 37902, 865-632-3053, esmith14@tva.gov.

SUPPLEMENTARY INFORMATION: This notice is provided in accordance with the Council on Environmental Quality's regulations (40 CFR 1500 through 1508) and TVA's procedures for implementing the National Environmental Policy Act (NEPA). TVA is a federal agency and instrumentality of the United States, established by an act of Congress in 1933, to foster the social and economic well-being of the residents of the Tennessee Valley region. As part of its diversified energy strategy, TVA produces or obtains electricity from a diverse portfolio of energy sources, including solar, hydroelectric, wind, biomass, fossil fuel, and nuclear. In June 2019, TVA completed its 2019 IRP and associated EIS. The 2019 IRP, which updated the 2015 IRP, identified the various resources that TVA intends to use to meet the energy needs of the TVA region over a 20-year planning period, while achieving TVA's objectives to deliver reliable, low-cost, and cleaner energy with fewer environmental impacts. The 2019 IRP recommends the expansion of solar generating capacity of up to 14,000 MW by 2038.

TVA entered into a two-year Purchase Option Agreement in October 2019 for the Project Site and purchased the property before expiration of the agreement in October 2021 to preserve the option of the Proposed Action Alternative in the ongoing environmental review. Since the property once acquired could be readily sold, TVA considers this land purchase to be an action that is reversible in the future. TVA would not initiate Project-related actions on the Project Site unless the Proposed Action is selected with the issuance of the ROD. TVA would either maintain the Project Site through periodic mowing or enter into lease agreement(s) with local farmer(s) to continue agricultural operations.

TVA has prepared an EIS pursuant to NEPA to assess the environmental impacts of the Proposed Action to construct an approximately 200-MW AC solar PV facility, including an electrical substation and possibly a BESS, on an approximately 1,459-acre portion of the TVA-owned Project Site, and the interconnection of the solar PV facility to the existing Reservation-Mountain Home 161-kV TL and associated network upgrades.

Alternatives Considered: TVA considered two alternatives in the Draft EIS and Final EIS.

No Action Alternative. Under the No Action Alternative, TVA would not develop the North Alabama Utility-

Scale Solar Facility at the Project Site and would pursue other actions to meet its renewable energy goals established in the 2019 IRP. TVA would retain ownership of the site until decisions on its future development and/or disposal, assessed in subsequent NEPA reviews, are made. Until that point, TVA would conduct necessary site maintenance, such as periodic inspections and mowing of parts of the site. TVA may also enter into lease agreement(s) with local farmer(s) for continued agricultural operations. TVA may implement environmental enhancement measures by establishing and maintaining the proposed species-rich native plant meadow and/or by expanding the suitable habitat for the state-listed Tuscumbia darter and the globally rare round-rib elmia, wherein TVA would thin the dense vegetative buffer along Wheeler Branch and maintain the thinned buffer. These interim activities would follow TVA's standard best management practices and permitting requirements and would align with TVA's natural resource management policies as described in its 2020 Natural Resource Plan and EIS. Agricultural lease agreements with farmers would adhere to TVA's standards listed in its Grasslands and Agricultural Lands Management License provisions.

Proposed Action Alternative. Under the Proposed Action Alternative, TVA would construct an approximately 200-MW AC solar PV facility known as the North Alabama Utility-Scale Solar Facility, including an electrical substation and possibly a 200-MW hour (MWh) BESS. The solar PV facility, BESS, and associated 161-kV Project substation would occupy approximately 1,459 acres of a 2,896-acre Project Site located along U.S. Highway 72 Alternate approximately two miles east of the town of Courtland in northeastern Lawrence County, Alabama. The solar facility and associated components would be designed to avoid and minimize impacts to environmental resources to the maximum extent possible. In addition, up to 150 acres of the Project Site would be maintained as species-rich native plant meadow. As part of the Proposed Action, TVA may also construct a 200-MWh BESS within the 1,459-acre developed portion of the Project Site, adjacent to the Project substation. TVA would develop the facility with the intent of entering into a power purchase agreement (PPA) with a qualified company to own, maintain, and operate the facility under terms of the PPA for up to a 20-year period. The PPA would include appropriate