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**SUPPLEMENTARY INFORMATION:** Pursuant to the Randolph-Sheppard Act (the Act), (20 U.S.C. 107d-2(c)), the Secretary publishes in the **Federal Register** a synopsis of each arbitration panel decision affecting the administration of vending facilities on Federal and other property.

### Background

This dispute concerns the alleged failure of the U.S. Department of Defense, Department of the Army (Army), to award a priority under the Act to the Hawaii Division of Vocational Rehabilitation, Department of Human Services, the State licensing agency (SLA), for a contract to operate a cafeteria at Schofield Barracks, Wahiawa, Oahu, Hawaii.

A summary of the facts is as follows: On October 29, 1996, the SLA requested a meeting with the Army's Contracting Officer (CO) and Army staff to discuss the possibility of direct negotiations under the Act regarding the operation of a cafeteria facility at the Schofield Barracks in Wahiawa, Oahu, Hawaii.

Subsequently, on November 6, 1996, a meeting was held between the SLA and the Army's CO. At the meeting, the CO mentioned that the previous cafeteria contract had been solicited pursuant to the Small Business Administration Section 8(a) set-aside program. In a May 6, 1997 letter from the Army, the SLA was informed that the Army would continue to rely upon a memorandum from the Office of the Assistant Secretary, Research Development and Acquisition, dated April 15, 1997. This memorandum stated that, because the Act did not apply to appropriated-fund contracts, military mess hall contracts would be awarded based upon general procurement principles, including preferences under the Section 8(a) set-side program. On May 6, 1997, the Army solicited proposals under these general procurement principles, thereby not awarding a priority under the Act to the SLA. By letter dated August 21, 1997, the SLA filed with the Secretary of Education a request for arbitration of this dispute. A Federal arbitration hearing on this matter was held on July 9 and 10, 1998.

### Arbitration Panel Decision

The central issue before the arbitration panel was whether the Randolph-Sheppard Act, 20 U.S.C. 107d-3(e), is applicable to appropriated-fund contracts covering military dining facilities, which are basically used by military personnel. If so, is the Army

then required to permit the SLA an opportunity to bid on a contract covering military dining facilities in Hawaii on an unrestricted basis under the priority provisions of the Act?

The majority of the panel ruled that, as defined in the regulations of the Department of Education and Department of Defense, all of the facilities covered under the agreement provide cafeteria services, which include a broad variety of prepared foods and beverages. These foods are dispensed primarily through the use of a serving line where the customer serves or selects food items for himself or herself from displayed selections.

In this case, the military dining facilities covered under the Hawaii contract used contractor personnel to provide full food service, including food preparation, serving, and cleanup services. The use of the facilities was limited to authorized military personnel. On the other hand, Randolph-Sheppard vending facilities, whether a stand, automatic food dispensing machine, or cafeteria, are open for use by the general public. However, they are used most frequently by the employees working at the facility and are not supported by appropriated funds, but rather by payments for goods and services.

Further, the majority of the panel noted that the Federal Government's procurement process for goods and services to be paid for by appropriated funds is subject to procurement laws and regulations. These laws and regulations seek to standardize procedures for awarding contracts, thereby assuring quality in meeting specifications and economy of price. Exceptions are permitted by Congress for certain groups, such as those who qualify under the Small Business Administration or those who employ severely handicapped or blind individuals under the Javits-Wagner-O'Day Act.

The 1974 amendments to the Act expanded the opportunities for blind persons to operate vending facilities, including vending machines and cafeterias on Federal property, and required Federal agencies to provide locations for vending facilities to be operated by blind licensees.

The panel ruled that if Congress had intended the Act to apply to appropriated-fund contracts, it would have included very specific language authorizing those contracts because such a reading would substantially change the administration of Federal procurement law. Because that language is not included, the best reading of the statute is that it was not intended. Thus,

while not entitled to assert a priority under the Act in bidding on an appropriated-fund contract for dining facilities, the SLA would not be precluded from applying for a preference under the Javits-Wagner-O'Day Act.

One panel member dissented. The views and opinions expressed by the panel do not necessarily represent the views and opinions of the U.S. Department of Education.

Dated: April 28, 2000.

**Judith E. Heumann,**

*Assistant Secretary for Special Education and Rehabilitative Services.*

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## DEPARTMENT OF ENERGY

### Notice of Floodplain and Wetlands Involvement for the Floodplain Strip Adjoining the Boeing Property in Roane County, TN

**AGENCY:** U.S. Department of Energy.

**ACTION:** Notice of involvement.

**SUMMARY:** DOE proposes to convey to the abutting landowner, an approximate 182-acre parcel of land within the 500-year floodplain of the Clinch River, in Roane County, Tennessee. In accordance with 10 CFR 1022, Compliance with Floodplain Wetlands/Environmental Review Requirements, DOE will prepare a floodplain and wetlands assessment and will perform this proposed action in a manner that will avoid or minimize potential harm to or within the affected floodplain and wetlands.

**DATES:** Comments are due to the address below no later than May 18, 2000.

**ADDRESSES:** Written comments should be directed to Katy Kates, Realty Officer, U.S. Department of Energy, Oak Ridge Operations Office, P.O. Box 2001, Oak Ridge, Tennessee 37831, or by facsimile at 865-576-9204.

**FOR FURTHER INFORMATION CONTACT:** Katy Kates, Realty Officer, U.S. Department of Energy, Oak Ridge Operations Office, P.O. Box 2001, Oak Ridge, Tennessee 37831.

*For Further Information on Floodplain/Wetlands Environmental Review Requirements, Contact:*

Carol M. Borgstrom, Director, Office of NEPA Policy and Assistance, EH-42, U.S. Department of Energy, 1000 Independence Avenue, SW, Washington, DC 20585  
Ms. Borgstrom can also be reached at 202-586-4600, or by leaving a message at 1-800-472-2756

**SUPPLEMENTARY INFORMATION:** DOE proposes to convey to the abutting landowner, an approximate 182-acre parcel of land within the 500-year floodplain of the Clinch River, in Roane County, Tennessee. The conveyed property would be used as a "green space" buffer adjacent to a proposed 1,217-acre mixed-use development.

In accordance with DOE regulations for compliance with floodplain and wetlands environmental review requirements (10 CFR part 1022), DOE will prepare a floodplain and wetlands assessment for this proposed DOE action. The assessment will be included in the environmental assessment being prepared for the proposed project in accordance with the requirements of the National Environmental Policy Act. A floodplain statement of findings will be published in the **Federal Register**.

The potentially affected floodplain property lies along the banks of the Clinch River and adjoins the property presently identified as the Boeing property in Roane County, Tennessee. The property is situated across the Clinch River from the DOE's East Tennessee Technology Park (formerly known as the K-25 Site). In 1987, Boeing acquired the 1,217-acre property from the City of Oak Ridge, who had previously acquired the property from DOE on the same date. A tentative purchaser of the property proposes to develop lots for single-family homes, areas for apartments and condominiums, a hotel and conference center, a golf course, and a shopping district. About 500 acres of the site would be reserved for industrial purposes.

To provide a buffer and "green space" around the development, the proposed purchaser is also seeking to acquire title to the floodplain property under the jurisdictional control of DOE. The DOE Oak Ridge Operations Office would convey the property to whomever the owner of the Boeing parcel is at the time the excess parcel is ready for conveyance providing environmental or administrative considerations do not preclude such conveyance. In February 2000, the Oak Ridge City Council voted to rezone the Boeing site for mixed-use development.

Issued in Oak Ridge, Tennessee on April 24, 2000.

**James L. Elmore,**

*Alternate National Environmental Policy Act Compliance Officer.*

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## DEPARTMENT OF ENERGY

### Federal Energy Regulatory Commission

[Docket No. RP98-54-000]

#### Colorado Interstate Gas Company; Notice of Informal Settlement Conference

April 28, 2000.

On March 13 and 28, 2000, the Kansas Corporation Commission (KCC) sponsored two informal settlement conferences for the purpose of initiating settlement discussions potentially leading to a resolution of all the Kansas ad valorem proceedings. During the March 28 conference, the participants agreed that settlement negotiations among all interested parties should be pursued separately for each pipeline involved with the Kansas ad valorem tax refund issues.

The participants interested in the Colorado Interstate Gas Company docket also reached a consensus that the informal settlement conference agreed upon should be noticed by the Secretary of the Federal Energy Regulatory Commission (Commission) and that the Commission's settlement regulations apply to the informal settlement process. The participants also agreed that, as with the previous two settlement conferences, the Director of the Commission's Dispute Resolution Service and the KCC attend the conference and facilitate the settlement negotiations.

The informal settlement conference will be held on May 23, 2000, at the offices of Shook, Hardy & Bacon, 1 Kansas City Place, 1200 Main Street, Kansas, Missouri. The conference will begin at 10:00 a.m. To insure that the facilities are adequately sized all parties that plan to attend the settlement conference are requested to contact John McNish at 785-271-3218 or by email at [j.mcnish@kcc.state.ks.us](mailto:j.mcnish@kcc.state.ks.us), or Cynthia King at [cking@shb.com](mailto:cking@shb.com) by May 11, 2000.

All interested parties in the above dockets are requested to attend the informal settlement conference. If a party has any questions respecting the conference, please call Richard Miles, the Director of the Dispute Resolution Service. His telephone number is 1 877 FERC ADR (337-2237) or 202-208-0702 and his e-mail address is [richard.miles@ferc.fed.us](mailto:richard.miles@ferc.fed.us).

**Linwood A. Watson, Jr.,**  
*Acting Secretary.*

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## DEPARTMENT OF ENERGY

### Federal Energy Regulatory Commission

[Docket Nos. RP00-254-000 and RP00-254-001]

#### Dauphin Island Gathering Partners; Notice of Tariff Filing and Stipulation and Agreement

April 27, 2000.

Take notice that on April 24, 2000, Dauphin Island Gathering Partners (Dauphin) tendered for filing as part of its FERC Gas Tariff, First Revised Volume No. 1, the following tariff sheets, in Docket No. RP00-254-000, with an effective date of May 1, 2000:

First Revised Sheet No. 6  
First Revised Sheet No. 8  
First Revised Sheet No. 178  
First Revised Sheet No. 179

Dauphin and the Sponsoring Parties also tender for filing a Stipulation and Agreement (Settlement) in Docket No. RP00-254-001.

Dauphin states that First Revised Sheet No. 6 and First Revised Sheet No. 8 are being filed in compliance with the requirements of Section 3.01 of the Settlement, and reflect an effective decrease of approximately 14 percent in Dauphin's DI and MP First Transportation Service rates. Dauphin further states that First Revised Sheet No. 178 and First Revised Sheet No. 179 and being filed in compliance with the requirement of Section 1.02 of the Settlement and reflect the Settling Parties' agreement that Dauphin adopt a more customer-friendly cash out provision.

Dauphin states that the offer of settlement reflects a decrease of approximately 14 percent in Dauphin's Firm Transportation Service rates for Rate Schedules FT-1, FT-2, FT-3 and IT-1(MP) and FT-1, FT-2 and IT-1(DI) and also adopts a more customer-friendly cash out provision.

Dauphin states that copies of the filing are being served on all participants listed on the service list in this proceeding and on all persons who are required by the Commission's regulations to be served with the application initiating these proceedings.

Dauphin has requested that the comment period on the Settlement in Docket No. RP00-254-001 be shortened to provide for Initial Comments to be filed on May 4, 2000 and Reply Comments due on May 8, 2000. Dauphin also requests motions to intervene and protests to the tariff filing in Docket No. RP00-254-000 be due on May 4, 2000.