This Order is based on the representations made to the Commission by the Natural Gas Exchange, Inc., dated August 25, 2009, and October 15, 2009, and other supporting material. Any material change or omissions in the facts and circumstances pursuant to which this order is granted might require the Commission to reconsider its current determination that the Phys, FP, (CA/GJ), AB–NIT contract is not a significant price discovery contract. Additionally, to the extent that it continues to rely upon the exemption in Section 2(h)(3) of the Act, the Natural Gas Exchange, Inc., must continue to comply with all of the applicable requirements of Section 2(h)(3) and Commission Regulation 36.3.

d. Order Relating to the Phys, FP, (US/MM), Union-Dawn Contract

After considering the complete record in this matter, including the comment letters received in response to its request for comments, the Commission has determined to issue the following Order:

The Commission, pursuant to its authority under section 2(h)(7) of the Act, hereby determines that the Phys, FP, (US/MM), Union-Dawn contract, traded on the Natural Gas Exchange, Inc., does not at this time satisfy the material price reference or material liquidity criteria for significant price discovery contracts. Consistent with this determination, the Natural Gas Exchange, Inc., is not considered a registered entity [91] with respect to the Phys, FP, (US/MM), Union-Dawn contract and is not subject to the provisions of the Commodity Exchange Act applicable to registered entities. Further, the obligations, requirements and timetables prescribed in Commission rule 36.3(c)(4) governing core principle compliance by the Natural Gas Exchange, Inc., are not applicable to the Phys, FP, (US/MM), Union-Dawn contract with the issuance of this Order.

This Order is based on the representations made to the Commission by the Natural Gas Exchange, Inc., dated August 25, 2009, and October, 15, 2009, and other supporting material. Any material change or omissions in the facts and circumstances pursuant to which this order is granted might require the Commission to reconsider its current determination that the Phys, FP, (US/MM), Union-Dawn contract is not a significant price discovery contract. Additionally, to the extent that it continues to rely upon the exemption in Section 2(h)(3) of the Act, the Natural Gas Exchange, Inc., must continue to comply with all of the applicable requirements of Section 2(h)(3) and Commission Regulation 36.3.

e. Order Relating to the Phys, ID, 7a (CA/GJ), AB–NIT Contract

After considering the complete record in this matter, including the comment letters received in response to its request for comments, the Commission has determined to issue the following Order:

The Commission, pursuant to its authority under section 2(h)(7) of the Act, hereby determines that the Phys, ID, 7a (CA/GJ), AB–NIT contract, traded on the Natural Gas Exchange, Inc., does not at this time satisfy the material price reference or material liquidity criteria for significant price discovery contracts. Consistent with this determination, the Natural Gas Exchange, Inc., is not considered a registered entity [92] with respect to the Phys, ID, 7a (CA/GJ), AB–NIT contract and is not subject to the provisions of the Commodity Exchange Act applicable to registered entities. Further, the obligations, requirements and timetables prescribed in Commission rule 36.3(c)(4) governing core principle compliance by the Natural Gas Exchange, Inc., are not applicable to the Phys, ID, 7a (CA/GJ), AB–NIT contract with the issuance of this Order.

This Order is based on the representations made to the Commission by the Natural Gas Exchange, Inc., dated August 25, 2009, and October 15, 2009, and other supporting material. Any material change or omissions in the facts and circumstances pursuant to which this order is granted might require the Commission to reconsider its current determination that the Phys, ID, 7a (CA/GJ), AB–NIT contract is not a significant price discovery contract. Additionally, to the extent that it continues to rely upon the exemption in Section 2(h)(3) of the Act, the Natural Gas Exchange, Inc., must continue to comply with all of the applicable requirements of Section 2(h)(3) and Commission Regulation 36.3.

Issued in Washington, DC on April 28, 2010, by the Commission.

David A. Stawick,

Secretary of the Commission.

[FR Doc. 2010–10314 Filed 5–3–10; 8:45 am]

BILLING CODE P

[91] 7 U.S.C. 1a(29).

[92] 7 U.S.C. 1a(29).

CONSUMER PRODUCT SAFETY COMMISSION

[CPSC Docket No. 10–C0003]

Jo-Ann Stores, Inc., Provisional Acceptance of a Settlement Agreement and Order

AGENCY: Consumer Product Safety Commission.

ACTION: Notice.

SUMMARY: It is the policy of the Commission to publish settlements which it provisionally accepts under the Consumer Product Safety Act in the **Federal Register** in accordance with the terms of 16 CFR 1118.20(e). Published below is a provisionally-accepted Settlement Agreement with Jo-Ann Stores, Inc., containing a civil penalty of $50,000.00.

DATES: Any interested person may ask the Commission not to accept this agreement or otherwise comment on its contents by filing a written request with the Office of the Secretary by May 19, 2010.

ADDRESSES: Persons wishing to comment on this Settlement Agreement should send written comments to the Comment 10–C0003, Office of the Secretary, Consumer Product Safety Commission, 4330 East West Highway, Room 820, Bethesda, Maryland 20814–4408.

FOR FURTHER INFORMATION CONTACT: Sean R. Ward, Trial Attorney, Division of Compliance, Office of the General Counsel, Consumer Product Safety Commission, 4330 East West Highway, Bethesda, Maryland 20814–4408; telephone (301) 504–7602.

SUPPLEMENTARY INFORMATION: The text of the Agreement and Order appears below.

Dated: April 28, 2010.

Todd A. Stevenson,

Secretary.

In the Matter of Jo-Ann Stores, Inc.

Settlement Agreement

1. In accordance with 16 CFR 1118.20, Jo-Ann Stores, Inc. ("*Jo-Ann*") and the staff ("*Staff*") of the United States Consumer Product Safety Commission ("*CPSC*" or the "*Commission*") enter into this Settlement Agreement ("*Agreement*"). The Agreement and the incorporated attached Order ("*Order*") settle the Staff's allegations set forth below.

Parties

2. The Commission is an independent federal regulatory agency established pursuant to the Consumer Product

Safety Act, 15 U.S.C. 2051–2089 ("*CPSA*"). The Commission is responsible for the enforcement of the CPSA.

3. Jo-Ann is a corporation organized and existing under the laws of the State of Ohio, with its principal offices located in Hudson, Ohio. At all times relevant hereto, Jo-Ann imported, offered for sale and sold various children's products.

Staff Allegations

4. Jo-Ann imported various Robbie Ducky™ children's products including the Kids Watering Cans ("Watering Cans") from February 2007 through August 2007, the children's toy rakes, hoes, brooms and spades ("Garden Tools") from January 2007 through September 2007, and Children's Water Globes ("Water Globes") in September 2007 (collectively, "Robbie Ducky products"). Jo-Ann sold the Robbie Ducky products at its retail stores nationwide during those periods for between $5 and $10 per unit.

5. The Robbie Ducky products are "consumer product(s)," and, at all times relevant hereto, Jo-Ann was a "manufacturer" and "retailer" of those consumer product(s), which were "distributed in commerce," as those terms are defined in CPSA sections 3(a)(3), (5), (8), (11) and (13), 15 U.S.C. 2052(a)(3), (5), (8), (11) and (13).

6. The Robbie Ducky products are articles intended to be entrusted to or for use by children, and, therefore, are subject to the requirements of the Commission's Ban of Lead-Containing Paint and Certain Consumer Products Bearing Lead-Containing Paint, 16 CFR part 1303 (the "Lead-Paint Ban"). Under the Lead-Paint Ban, toys and other children's articles must not bear or contain "lead-containing paint," defined as paint or other surface coating materials whose lead content is more than 0.06 percent of the weight of the total nonvolatile content of the paint or the weight of the dried paint film. 16 CFR 1303.2(b)(1).[1]

7. On August 24, 2007, Jo-Ann reported to CPSC that it had commissioned an independent laboratory to conduct testing of samples of the Watering Cans for the presence of lead in their surface coatings. The test results demonstrated that a sample Watering Can contained lead in excess of the permissible 0.06 percent limit set forth in the Lead-Paint Ban.

8. On August 28, 2007, the Commission and Jo-Ann announced a consumer-level recall of about 6,000 units of the Watering Cans because "[t]he beak of the watering can contains lead in the paint, which violates the federal law prohibiting lead paint on children's toys. Lead is toxic if ingested by young children and can cause adverse health effects."

9. On September 14, 2007, Jo-Ann reported to CPSC that it had commissioned an independent laboratory to conduct testing of samples of the Garden Tools for the presence of lead in their surface coatings. The test results demonstrated that a sample of Garden Tools contained lead in excess of the permissible 0.06 percent limit set forth in the Lead-Paint Ban.

10. On September 26, 2007, the Commission and Jo-Ann announced a consumer-level recall of about 16,000 Garden Tools because "[s]urface paint on the handle of the rake can contain excessive levels of lead paint, violating the federal lead paint standard." This recall was expanded on October 25, 2007 to include an additional 97,000 units of children's leaf rakes, hoes, brooms and spades because these Garden Tools contained excessive levels of lead in violation of the Lead-Paint Ban.

11. On November 14, 2007, Jo-Ann reported to CPSC that it had commissioned an independent laboratory to conduct testing of samples of the Water Globes for the presence of lead in their surface coatings. The test results demonstrated that a sample of Water Globes contained lead in excess of the permissible 0.06 percent limit set forth in the Lead-Paint Ban.

12. On December 13, 2007, the Commission and Jo-Ann announced a consumer-level recall of about 60 Water Globes because "[t]he painted base of the water globes contain excessive levels of lead, violating the federal lead paint standard."

13. Although Jo-Ann reported no incidents or injuries from the Robbie Ducky products, it failed to take adequate action to ensure that they did not bear or contain lead-containing paint, thereby creating a risk of lead poisoning and adverse health effects to children.

14. The Robbie Ducky products constitute "banned hazardous products" under CPSA section 8 and the Lead-Paint Ban, 15 U.S.C. 2057 and 16 CFR 1303.1(a)(1), 1303.4(b), in that they bear or contain paint or other surface coating materials whose lead content exceeds the permissible limit of 0.06 percent of the weight of the total nonvolatile content of the paint or the weight of the dried paint film.

15. From January 2007 through September 2007, Jo-Ann sold, manufactured for sale, offered for sale, distributed in commerce, or imported into the United States, with respect to the Robbie Ducky products, in violation of section 19(a)(1) of the CPSA, 15 U.S.C. 2068(a)(1). Jo-Ann committed these prohibited acts "knowingly," as that term is defined in section 20(d) of the CPSA, 15 U.S.C. 2069(d).

16. Pursuant to section 20 of the CPSA, 15 U.S.C. 2069, Jo-Ann is subject to civil penalties for the aforementioned violations.

Jo-Ann's Responsive Allegations

17. Jo-Ann denies the Staff's allegations set forth above that Jo-Ann knowingly violated the CPSA or any of its regulations. Jo-Ann believes that it reasonably relied upon its suppliers to manufacture products compliant with all applicable safety regulations.

18. Jo-Ann alleges that, to the best of its knowledge at the time when the Robbie Ducky products were imported, offered for sale and sold by the firm, they complied with the requirements of the Lead-Paint Ban. Jo-Ann notified CPSC of the lead-containing paint problems associated with the Robbie Ducky products promptly upon discovering them. After promptly investigating the facts, Jo-Ann voluntarily conducted each of the three recalls in cooperation with CPSC.

19. Jo-Ann has consistently acted in a cooperative manner with CPSC and engaged in corrective action without being so directed by either CPSC or by any third party.

Agreement of the Parties

20. Under the CPSA, the Commission has jurisdiction over this matter and over Jo-Ann.

21. The parties enter into the Agreement for settlement purposes only. The Agreement does not constitute an admission by Jo-Ann, nor does it constitute a determination by the Commission, that Jo-Ann has knowingly violated the CPSA.

22. In settlement of the Staff's allegations set forth above, Jo-Ann shall pay a civil penalty in the amount of fifty thousand dollars ($50,000.00) within twenty (20) calendar days of service of the Commission's final Order accepting the Agreement. The payment shall be by check payable to the order of the United States Treasury.

23. The Commission will not seek or initiate any enforcement action against Jo-Ann for civil penalties, based upon information known to CPSC through the

[1] At the time of the alleged violations stated in this Settlement Agreement, the permissible limit of 0.06 was in effect for the Lead-Paint Ban. As of August 14, 2009, the limit was amended to 0.009 percent pursuant to 15 U.S.C. 1278a(f)(1).

date of the final acceptance of this Agreement, for possible violations of the reporting requirements of section 15(b), 15 U.S.C. 2064(b), regarding any Robbie Ducky products. The Commission's agreement not to seek penalties as stated herein will not relieve Jo-Ann from the continuing duty to report to CPSC any new, additional or different information as required by CPSA section 15(b), 15 U.S.C. 2064(b) and the regulations at 16 CFR part 1115. Except as expressly provided herein, nothing in this Agreement is intended nor may be construed to preclude, limit, or otherwise reduce Jo-Ann's potential liabilities under any and all applicable law, statutory provisions, regulations, rules, standards, and/or bans enforced or administered by CPSC.

24. Upon the Commission's provisional acceptance of the Agreement, the Agreement shall be placed on the public record and published in the **Federal Register** in accordance with the procedures set forth in 16 CFR 1118.20(e). In accordance with 16 CFR 1118.20(f), if the Commission does not receive any written request not to accept the Agreement within fifteen (15) days, the Agreement shall be deemed finally accepted on the sixteenth (16th) day after the date it is published in the **Federal Register**.

25. Upon the Commission's final acceptance of the Agreement and issuance of the final Order, Jo-Ann knowingly, voluntarily, and completely waives any rights it may have in this matter to the following: (1) An administrative or judicial hearing; (2) judicial review or other challenge or contest of the validity of the Commission's Order or actions; (3) a determination by the Commission of whether Jo-Ann failed to comply with the CPSA and its underlying regulations; (4) a statement of findings of fact and conclusions of law; and (5) any claims under the Equal Access to Justice Act.

26. The Commission may publicize the terms of the Agreement and Order.

27. The Agreement and Order shall apply to, and be binding upon, Jo-Ann and each of its successors and assigns.

28. The Commission issues the Order under the provisions of the CPSA, and violation of the Order may subject those referenced in ¶ 27 to appropriate legal action.

29. The Agreement may be used in interpreting the Order. Understandings, agreements, representations, or interpretations apart from those contained in the Agreement and Order may not be used to vary or contradict its terms. The Agreement shall not be waived, amended, modified, or otherwise altered, except in a writing that is executed by the party against whom such waiver, amendment, modification, or alteration is sought to be enforced.

30. If after the effective date hereof, any provision of the Agreement and Order is held to be illegal, invalid, or unenforceable under present or future laws effective during the terms of the Agreement and Order, such provision shall be fully severable. The balance of the Agreement and Order shall remain in full force and effect, unless the Commission and Jo-Ann agree that severing the provision materially affects the purpose of the Agreement and Order.

Jo-Ann Stores, Inc.

Dated: 1/13/10.

By: _____

David B. Goldston,

Senior Vice President, General Counsel & Secretary, Jo-Ann Stores, Inc., 5555 Darrow Road, Hudson, Ohio.

Dated: 1/13/10.

By: _____

Joanne E. Mattiace, Esq.,

Law Offices of Joanne E. Mattiace, 58 Stroudwater Place, Westbrook, ME 04092–4044, Counsel for Jo-Ann Stores, Inc.

U.S. CONSUMER PRODUCT SAFETY COMMISSION STAFF

Cheryl A. Falvey,

General Counsel, Office of the General Counsel.

Ronald G. Yelenik,

Assistant General Counsel, Division of Compliance, Office of the General Counsel.

Dated: 1/14/10.

By: _____

Sean R. Ward,

Trial Attorney, Division of Compliance, Office of the General Counsel.

In the Matter of Jo-Ann Stores, Inc.

Order

Upon consideration of the Settlement Agreement entered into between Jo-Ann Stores, Inc. ("*Jo-Ann*") and the U.S. Consumer Product Safety Commission ("*Commission*") staff, and the Commission having jurisdiction over the subject matter and over Jo-Ann, and it appearing that the Settlement Agreement and Order are in the public interest, it is

Ordered, that the Settlement Agreement be, and hereby is, accepted; and it is

Further ordered, that Jo-Ann shall pay a civil penalty in the amount of fifty thousand dollars ($50,000.00) within twenty (20) calendar days of service of the Commission's final Order accepting the Agreement. The payment shall be made by check payable to the order of the United States Treasury. Upon the failure of Jo-Ann to make any of the foregoing payments when due, interest on the unpaid amount shall accrue and be paid by Jo-Ann at the federal legal rate of interest set forth at 28 U.S.C. 1961(a) and (b).

Provisionally accepted and provisional Order issued on the *28th* day of *April,* 2010.

By Order of the Commission.

Todd A. Stevenson,

Secretary, U.S. Consumer Product Safety Commission.

[FR Doc. 2010–10386 Filed 5–3–10; 8:45 am]

BILLING CODE 6355–01–P

DEPARTMENT OF DEFENSE

Department of the Navy

Notice of Availability (NOA) of the Draft Environmental Impact Statement for the Disposal and Reuse of Naval Air Station Brunswick, ME, and To Announce Public Hearings

AGENCY: Department of the Navy, DoD.

ACTION: Notice.

SUMMARY: Pursuant to Section 102(2)(C) of the National Environmental Policy Act (NEPA) of 1969, as implemented by the Council on Environmental Quality Regulations (40 CFR parts 1500–1508), the Department of the Navy (Navy) with the Federal Aviation Administration (FAA) acting as a cooperating agency, has prepared and filed the Draft Environmental Impact Statement (EIS) to evaluate the potential environmental consequences associated with the disposal and reuse of Naval Air Station (NAS) Brunswick, Maine. The Navy is required to close NAS Brunswick per Public Law 101–510, the Defense Base Closure and Realignment Act of 1990, as amended in 2005. Public hearings will be held to provide information and receive oral and written comments on the Draft EIS. Federal, state and local agencies, and interested individuals are invited to be present or represented at the hearings.

DATES AND ADDRESSES: Two public hearings will be held. Each scheduled public hearing will be preceded by an open information session to allow interested individuals to review information presented in the Draft EIS. Navy representatives will be available during the information session to provide clarification as necessary related to the Draft EIS. Afternoon and evening information sessions are scheduled as follows:

1. *Evening Information Session and Public Hearing:* Brunswick Junior High