

least five (5) years, and availability of such records to staff upon reasonable request.

36. PetSmart represents and agrees that it has designed and implemented internal controls and procedures designed to ensure that, with respect to all consumer products imported, manufactured, distributed or sold by PetSmart: (i) information required to be disclosed by PetSmart to the Commission is recorded, processed and reported in accordance with applicable law; (ii) all reporting made to the Commission is timely, truthful, complete, accurate and in accordance with applicable law; and (iii) prompt disclosure is made to PetSmart's management of any significant deficiencies or material weaknesses in the design or operation of such internal controls that are reasonably likely to affect adversely, in any material respect, PetSmart's ability to record, process and report to the Commission in accordance with applicable law.

37. Upon reasonable request of staff, PetSmart shall provide written documentation of its internal controls and procedures, including, but not limited to, the effective dates of the procedures and improvements thereto. PetSmart shall cooperate fully and truthfully with staff and shall, upon reasonable notice make available all non-privileged information and materials, and personnel with direct involvement in such procedures and deemed necessary by staff to evaluate PetSmart's compliance with the terms of the Agreement.

38. The parties acknowledge and agree that the Commission may publicize the terms of the Agreement and the Order.

39. PetSmart represents that the Agreement: (i) is entered into freely and voluntarily, without any degree of duress or compulsion whatsoever; (ii) has been duly authorized; and (iii) constitutes the valid and binding obligation of PetSmart, enforceable against PetSmart in accordance with its terms. PetSmart will not directly or indirectly receive any reimbursement, indemnification, insurance related payment, or other payment in connection with the civil penalty to be paid by PetSmart pursuant to the Agreement and Order. The individuals signing the Agreement on behalf of PetSmart represent and warrant that they are duly authorized by PetSmart to execute the Agreement.

40. The signatories represent that they are authorized to execute this Agreement.

41. The Agreement is governed by the laws of the United States.

42. The Agreement and the Order shall apply to, and be binding upon, PetSmart and each of its successors, transferees, and assigns; and a violation of the Agreement or Order may subject PetSmart, and each of its successors, transferees, and assigns, to appropriate legal action.

43. The Agreement and the Order constitute the complete agreement between the parties on the subject matter contained therein.

44. The Agreement may be used in interpreting the Order. Understandings, agreements, representations, or interpretations apart from those contained in the Agreement and the Order may not be used to vary or contradict their terms. For purposes of construction, the Agreement shall be deemed to have been drafted by both of the parties and shall not, therefore, be construed against any party, for that reason, in any subsequent dispute.

45. The Agreement may not be waived, amended, modified, or otherwise altered, except as in accordance with the provisions of 16 CFR 1118.20(h). The Agreement may be executed in counterparts.

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

PETSMART, INC.

Dated: October 28, 2016

By: _____

Michael J. Massey
President and Chief Executive Officer
PetSmart, Inc.

Dated: October 28, 2016

By: _____

Jeffrey B. Margulies, Esq.
Norton Rose Fulbright US LLP
Counsel to PetSmart, Inc.

U.S. CONSUMER PRODUCT SAFETY
COMMISSION

Mary T. Boyle
General Counsel
Mary B. Murphy
Assistant General Counsel

Dated: October 27, 2016

By: _____

Philip Z. Brown
Trial Attorney
Division of Compliance
Office of the General Counsel

**UNITED STATES OF AMERICA
CONSUMER PRODUCT SAFETY
COMMISSION**

In the Matter of: PETSMART, INC. CPSC
Docket No.: 17-C0001

ORDER

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

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

FURTHER ORDERED that PetSmart shall comply with the terms of the Settlement Agreement and shall pay a civil penalty in the amount of four million, two hundred fifty thousand dollars (\$4,250,000), within thirty (30) days after service of the Commission's final Order accepting the Settlement Agreement. The payment shall be made by electronic wire transfer to the Commission via: <http://www.pay.gov>. Upon the failure of PetSmart to make the foregoing payment when due, interest on the unpaid amount shall accrue and be paid by PetSmart at the federal legal rate of interest set forth at 28 U.S.C. 1961(a) and (b). If PetSmart fails to make such payment or to comply in full with any other provision of the Settlement Agreement, such conduct will be considered a violation of the Settlement Agreement and Order.

Provisionally accepted and provisional Order issued on the 14th day of November, 2016.

BY ORDER OF THE COMMISSION:

Todd A. Stevenson, Secretary
U.S. Consumer Product Safety Commission

[FR Doc. 2016-27644 Filed 11-16-16; 8:45 am]

BILLING CODE 6355-01-P

DEPARTMENT OF ENERGY

**Federal Energy Regulatory
Commission**

[Project No. 14795-001]

**Shell Energy North America (US), L.P.;
Notice of Intent To File License
Application, Filing of Pre-Application
Document, and Approving Use of the
Traditional Licensing Process**

a. *Type of Filing:* Notice of Intent to File License Application and Request to Use the Traditional Licensing Process.

b. *Project No.:* 14795-001.

c. *Date Filed*: October 3, 2016.
 d. *Submitted By*: Shell Energy North America (US), L.P.
 e. *Name of Project*: Hydro Battery Pearl Hill Project.
 f. *Location*: On the Columbia River and Rufus Woods Lake, near Bridgeport, Douglas County, Washington. The project would be located on state lands and the lower reservoir and power generation and pumping equipment would be located on Rufus Woods Lake, a reservoir operated by the Army Corps of Engineers.
 g. *Filed Pursuant to*: 18 CFR 5.3 of the Commission's regulations.
 h. *Potential Applicant Contact*: Mr. Brian Johansen, Vice President Power Trading West, Shell Energy North America (US), L.P., 601 W. 1st Ave., Suite 1700, Spokane, Washington 99201; phone: (509) 688-6000.
 i. *FERC Contact*: Ryan Hansen at (202) 502-8074; or email at ryan.hansen@ferc.gov.
 j. Shell Energy North America (US), L.P. (Shell Energy) filed its request to use the Traditional Licensing Process on October 3, 2016. Shell Energy provided public notice of its request on October 13, 2016. In a letter dated November 9, 2016, the Director of the Division of Hydropower Licensing approved Shell Energy's request to use the Traditional Licensing Process.
 k. With this notice, we are designating Shell Energy as the Commission's non-federal representative for carrying out informal consultation pursuant to section 7 of the Endangered Species Act and section 305(b) of the Magnuson-Stevens Fishery Conservation and Management Act; and consultation pursuant to section 106 of the National Historic Preservation Act.
 l. Shell Energy filed a Pre-Application Document (PAD; including a proposed process plan and schedule) with the Commission, pursuant to 18 CFR 5.6 of the Commission's regulations.
 m. A copy of the PAD is available for review at the Commission in the Public Reference Room or may be viewed on the Commission's Web site (<http://www.ferc.gov>), using the "eLibrary" link. Enter the docket number, excluding the last three digits in the docket number field to access the document. For assistance, contact FERC Online Support at FERCONlineSupport@ferc.gov, (866) 208-3676 (toll free), or (202) 502-8659 (TTY). A copy is also available for inspection and reproduction at the address in paragraph h.
 n. Register online at <http://www.ferc.gov/docs-filing/esubscription.asp> to be notified via email of new filing and issuances

related to this or other pending projects. For assistance, contact FERC Online Support.

Dated: November 9, 2016.

Kimberly D. Bose,

Secretary.

[FR Doc. 2016-27619 Filed 11-16-16; 8:45 am]

BILLING CODE 6717-01-P

DEPARTMENT OF ENERGY

Federal Energy Regulatory Commission

[Project Nos. 2593-031; 2823-020]

Algonquin Power (Beaver Falls), LLC; Notice of Scoping Meetings and Environmental Site Review and Soliciting Scoping Comments

Take notice that the following hydroelectric applications have been filed with the Commission and are available for public inspection:

a. *Type of Application*: Subsequent Licenses.

b. *Project Nos.*: 2593-031 and 2823-020.

c. *Date filed*: December 30, 2015.

d. *Applicant*: Algonquin Power (Beaver Falls), LLC.

e. *Name of Project*: Upper Beaver Falls Hydroelectric Project and Lower Beaver Falls Hydroelectric Project.

f. *Location*: On the Beaver River in Lewis County, New York. The projects are not located on federal lands.

g. *Filed Pursuant to*: Federal Power Act 16 U.S.C. 791(a)-825(r).

h. *Applicant Contact*: Robert A. Gates, Executive Vice President, Eagle Creek Renewable Energy, 116 N. State Street, P.O. Box 167, Neshkoro, WI 54960-0167; (973) 998-8403; bob.gates@eaglecreekre.com.

i. *FERC Contact*: Andy Bernick, (202) 502-8660 or andrew.bernick@ferc.gov.

j. *Deadline for filing scoping comments*: January 12, 2017.

The Commission strongly encourages electronic filing. Please file scoping comments using the Commission's eFiling system at <http://www.ferc.gov/docs-filing/efiling.asp>. Commenters can submit brief comments up to 6,000 characters, without prior registration, using the eComment system at <http://www.ferc.gov/docs-filing/ecomment.asp>. You must include your name and contact information at the end of your comments. For assistance, please contact FERC Online Support at FERCONlineSupport@ferc.gov, (866) 208-3676 (toll free), or (202) 502-8659 (TTY). In lieu of electronic filing, please send a paper copy to: Secretary, Federal Energy Regulatory Commission, 888

First Street NE., Washington, DC 20426. The first page of any filing should include docket numbers P-2593-031 and P-2823-020.

The Commission's Rules of Practice and Procedure require all interveners filing documents with the Commission to serve a copy of that document on each person on the official service list for the project. Further, if an intervener files comments or documents with the Commission relating to the merits of an issue that may affect the responsibilities of a particular resource agency, they must also serve a copy of the document on that resource agency.

k. These applications are not ready for environmental analysis at this time.

l. *The existing project works are as follows*:

The Upper Beaver Falls Project consists of: (1) A 328-foot-long, 25-foot-high concrete gravity dam with an uncontrolled overflow spillway; (2) a 48-acre reservoir with a storage capacity of 800 acre-feet at elevation 799.4 feet North American Vertical Datum of 1988 (NAVD 88); (3) a 17-foot-high, 26.5-foot-wide, 27.5-foot-long intake structure with a steel trash rack with 2 5/8-inch clear spacing; (4) a 90-foot-long, 16-foot-wide, 8-foot-high concrete penstock; (5) a powerhouse containing one turbine-generator with a nameplate rating of 1,500 kilowatts (kW); (6) a tailrace excavated in the riverbed; (7) a 2,120-foot-long, 2.4-kilovolt (kV) overhead and underground transmission line connecting to an existing substation; and (8) other appurtenances. The project generates about 8,685 megawatt-hours (MWh) annually.

The Lower Beaver Falls Hydroelectric Project consists of: (1) A 400-foot-long concrete gravity dam with a maximum height of 14 feet, including: (i) A 240-foot-long non-overflow section containing an 8-foot-wide spillway topped with flashboards ranging from 6 to 8 inches in height and (ii) a 160-foot-long overflow section with an ice sluice opening; (2) a 4-acre reservoir with a storage capacity of 27.9 acre-feet at a normal elevation of 769.6 feet NAVD 88; (3) an intake structure with a steel trash rack with 1 3/4-inch clear spacing, integral with a powerhouse containing two 500-kW turbine and generator units; (4) a tailrace; (5) a 505-foot-long, 2.4-kV transmission line connected to the Upper Beaver Falls powerhouse; and (6) appurtenant facilities. The project generates about 5,617 MWh annually.

The Lower Beaver Falls Project is located approximately 600 feet downstream of the Upper Beaver Falls Project. The dams and existing project facilities for both projects are owned by the applicant. The applicant proposes