action. Therefore, NMFS has determined that the total taking of affected species or stocks would not have an unmitigable adverse impact on the availability of such species or stocks for taking for subsistence purposes.

Endangered Species Act (ESA)

On February 5, 2007, NMFS concluded consultation with MARAD and the USCG, under section 7 of the ESA, on the proposed construction and operation of the Northeast Gateway LNG facility and issued a biological opinion. The finding of that consultation was that the construction and operation of the Northeast Gateway LNG terminal may adversely affect, but is not likely to jeopardize, the continued existence of northern right, humpback, and fin whales, and is not likely to adversely affect sperm, sei, or blue whales and Kemp's ridley, loggerhead, green or leatherback sea turtles. An incidental take statement (ITS) was issued following NMFS' issuance of the 2007 IHA.

On November 15, 2007, Northeast Gateway and Algonquin submitted a letter to NMFS requesting an extension for the LNG Port construction into December 2007. Upon reviewing Northeast Gateway's weekly marine mammal monitoring reports submitted under the previous IHA, NMFS recognized that the potential take of some marine mammals resulting from the LNG Port and Pipeline Lateral by Level B behavioral harassment likely had exceeded the original take estimates. Therefore, NMFS Northeast Region (NER) reinitiated consultation with MARAD and USCG on the construction and operation of the Northeast Gateway LNG facility. On November 30, 2007, NMFS NER issued a revised biological opinion, reflecting the revised construction time period and including a revised ITS. This revised biological opinion concluded that the construction and operation of the Northeast Gateway LNG terminal may adversely affect, but is not likely to jeopardize, the continued existence of northern right, humpback, and fin whales, and is not likely to adversely affect sperm, sei, or blue whales.

NMFS' Permits, Conservation and Education division has determined that the activities described in here are the same as those analyzed in the revised 2007 biological opinion. Therefore, a new consultation is not required for issuance of this IHA.

National Environmental Policy Act

MARAD and the USCG released a Final EIS/Environmental Impact Report (EIR) for the proposed Northeast Gateway Port and Pipeline Lateral. A notice of availability was published by MARAD on October 26, 2006 (71 FR 62657). The Final EIS/EIR provides detailed information on the proposed project facilities, construction methods and analysis of potential impacts on marine mammals.

NMFS was a cooperating agency (as defined by the Council on Environmental Quality (40 CFR 1501.6)) in the preparation of the Draft and Final EISs. NMFS reviewed the Final EIS and adopted it on May 4, 2007. NMFS issued a separate Record of Decision for issuance of authorizations pursuant to section 101(a)(5) of the MMPA for the construction and operation of the Northeast Gateway's LNG Port Facility in Massachusetts Bay.

Determinations

NMFS has determined that the operation and maintenance activities of the Northeast Gateway Port facility may result, at worst, in a temporary modification in behavior of small numbers of certain species of marine mammals that may be in close proximity to the Northeast Gateway LNG facility. These activities are expected to result in some local short-term displacement only of the affected species or stocks of marine mammals. Taking these two factors together, NMFS concludes that the activity will have no more than a negligible impact on the affected species or stocks, as there will be no expected effects on annual rates of survival and reproduction of these species or stocks. This determination is further supported by the required mitigation, monitoring, and reporting measures described in this document.

As a result of implementation of the described mitigation and monitoring measures, no take by injury or death would be requested, anticipated or authorized, and the potential for temporary or permanent hearing impairment is very unlikely due to the relatively low noise levels (and consequently small zone of impact relative to the size of Massachusetts Bay).

While the number of marine mammals that may be harassed will depend on the distribution and abundance of marine mammals in the vicinity of the LNG Port facility, the estimated numbers of marine mammals to be harassed are small relative to the affected species or stock sizes.

Authorization

NMFS has issued an IHA to Northeast Gateway for conducting LNG Port facility operations in Massachusetts Bay, provided the previously mentioned mitigation, monitoring, and reporting requirements are incorporated.

Dated: October 4, 2011.

James H. Lecky,

Director, Office of Protected Resources, National Marine Fisheries Service.

[FR Doc. 2011–26200 Filed 10–7–11; 8:45 am]

BILLING CODE 3510–22–P

CONSUMER PRODUCT SAFETY COMMISSION

[CPSC Docket No. 12–C0001]

Nordica USA, 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 Nordica USA, containing a civil penalty of $214,000.00.

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 October 26, 2011.

ADDRESSES: Persons wishing to comment on this Settlement Agreement should send written comments to the Comment 12–C0001, Office of the Secretary, Consumer Product Safety Commission, 4330 East West Highway, Room 820, Bethesda, Maryland 20814–4408.

FOR FURTHER INFORMATION CONTACT: Dennis C. Kacoyanis, General Attorney, Division of Enforcement and Information, Office of the General Counsel, Consumer Product Safety Commission, 4330 East West Highway, Bethesda, Maryland 20814–4408; telephone (301) 504–7587.

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

Dated: October 4, 2011.

Todd A. Stevenson,

Secretary.

Settlement Agreement

1. In accordance with 16 CFR 1118.20, Nordica USA (''Nordica'') and staff of the United States Consumer Product Safety Commission (''Commission'') enter into this Settlement Agreement

(''Agreement'') under the Consumer Product Safety Act (''CPSC''). The Agreement and the incorporated attached Order (''Order'') resolve the allegations set forth below.

Parties

2. ''Staff'' is staff of the United States Consumer Product Safety Commission, an independent federal regulatory agency established pursuant to, and responsible for the enforcement of, the Consumer Product Safety Act, 15 U.S.C. 2051–2089 (''CPSA'').

3. Nordica is a corporation organized and existing under the laws of New Hampshire, with its principal corporate offices located in West Lebanon, New Hampshire. Nordica is a division of Tecnica Group USA.

Staff Allegations

4. From August 2006 through December 2008, Nordica imported and sold to ski retailers about 4,500 pairs of XBI ALU Skis (''Skis''). The binding plates on the skis could crack or break causing the skier to lose control or fall and suffer injuries.

5. The Skis are ''consumer products,'' and, at all relevant times, Nordica was a ''manufacturer'' of those consumer products, which were ''distributed in commerce,'' as those terms are defined or used in sections 3(a)(5), (8), and (11) of the CPSA, 15 U.S.C. 2052(a)(5), (8), and (11).

6. Beginning in December 2007, one of Nordica's retail customers advised Nordica that it had received calls with comments about the Skis' binding plates cracking and breaking. The retail customer requested replacement parts for the broken binding plates.

7. In March 2008, Nordica received a report from another retail customer about the Skis' binding plates breaking. Also in March 2008, Nordica employees identified numerous incidents of the Skis' binding plates cracking and breaking. Nordica advised the foreign manufacturer of the retail customers' claims of the Skis' binding plates cracking and breaking. Nordica asked the foreign manufacturer to provide Nordica with 25 pairs of replacement binding plates for the Skis.

8. Through April 2008, Nordica continued to receive reports of the Skis' binding plates breaking. By the end of April 2008, Nordica knew of at least 20 claims of broken Skis binding plates.

9. On or about Aug. 4, 2008, Nordica received an in-depth epidemiologic investigation report from the Commission about the Skis' binding plates breaking.

10. In September 2008, Nordica learned that the foreign manufacturer had redesigned the Ski's binding plate. Nordica did not ask the foreign manufacturer until December 2008, why it had redesigned the Ski's binding plate. At that time, Nordica learned that the foreign manufacturer had redesigned the Ski's binding plate because of the cracking and breakage problem.

11. Nordica continued to investigate the binding plate problem throughout the fall of 2008. Nordica discovered that it had about 200 reports of warranty claims related to the Skis' binding plates cracking and breaking.

12. Despite being aware of the information in paragraphs 7 through 12, Nordica did not report to the Commission until December 3, 2008. By that time, Nordica was aware of at least 200 reports of the Skis' binding plates cracking and breaking.

13. Nordica obtained information that reasonably supported the conclusion that the Skis' binding plates contained a defect that could create a substantial product hazard or that the Skis' binding plates created an unreasonable risk of serious injury or death. This knowledge required Nordica to immediately inform the Commission of the defect and risk associated with the Skis' binding plates, as required by section 15(b)(3) and (4) of the CPSA, 15 U.S.C. 2064(b)(3) and (4).

14. Nordica knowingly failed to inform the Commission immediately about the Skis' binding plates, as required by CPSA sections 15(b)(3) and (4), 15 U.S.C. 2064(b)(3) and (4), and as the term ''knowingly'' is defined in CPSA section 20(d), 15 U.S.C. 2069(d). This failure violated CPSA section 19(a)(4), 15 U.S.C. 2068(a)(4). Pursuant to CPSA section 20, 15 U.S.C. 2069, this failure subjected Nordica to civil penalties.

Nordica's Response

15. Nordica denies Staff's allegations that the Skis' binding plates contain defects that could create a substantial product hazard or create an unreasonable risk of serious injury or death, and further denies that it violated the reporting requirements of Section 15(b) of the CPSA, 15 U.S.C. 2064(b).

16. Nordica states that it is not aware of any reports of injury associated with cracking or breakage of the binding plates any time from the beginning of distribution (2006) up to and including the present date (2011).

17. On or about August 4, 2008, Nordica received a CPSC Incident Report that had been submitted by a consumer concerning breakage of an XBI Alu Ski. Nordica immediately began investigating whether cracking or breakage of the XBI Alu Ski presented a potential safety concern. Following extensive investigation, and based upon review of the available information—including, but not limited to, the absence of any reported injuries and test results provided by the manufacturer—Nordica did not and still does not believe that the XBI Alu binding plate ski contained a defect that could present a substantial product hazard or created an unreasonable risk of serious injury or death. Out of an abundance of caution, Nordica wished to replace any binding plates due to potential risk of cracking. Nordica therefore notified CPSC in December 2008 of its willingness to conduct a Fast Track recall in full cooperation with CPSC.

Agreement of the Parties

18. Under the CPSA, the Commission has jurisdiction over this matter and over Nordica.

19. The parties enter into the Agreement for settlement purposes only. The Agreement does not constitute an admission by Nordica, or a determination by the Commission, that Nordica knowingly violated the CPSA.

20. In settlement of Staff's allegations, Nordica must pay a civil penalty in the amount of two hundred-fourteen thousand dollars ($214,000.00). The civil penalty shall be paid within twenty (20) calendar days of receiving service of the Commission's final Order accepting the Agreement. The payment shall be made electronically to the CPSC via *http://www.pay.gov*.

21. The parties enter into this Agreement for settlement purposes. The Agreement does not constitute an admission by Nordica or a determination by the Commission that Nordica violated the CPSA's reporting requirements, or that the Skis' binding plates presented a substantial product hazard.

22. Upon 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). Pursuant to 16 CFR 1118.20(f), if the Commission does not receive any written request not to accept the Agreement within fifteen (15) calendar days, the Agreement shall be deemed finally accepted on the sixteenth (16th) calendar day after the date it is published in the **Federal Register**, in accordance with 16 CFR 1118.20(f).

23. Upon the Commission's final acceptance of the Agreement and issuance of the final Order, Nordica 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 Order or of the Commission's actions; (3) a determination by the Commission of whether Nordica 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.

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

25. The Agreement and the Order shall apply to, and be binding upon, Nordica and each of its successors and assigns.

26. The Commission issues the Order under the provisions of the CPSA, and a violation of the Order may subject Nordica and each of its successors and assigns to appropriate legal action.

27. 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. The Agreement cannot be waived, amended, modified, or otherwise altered without written agreement thereto, executed by the party against whom such waiver, amendment, modification, or alteration is sought to be enforced.

28. If any provision of the Agreement and 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 provisions in the Agreement and the Order shall remain in full force and effect, unless the Commission and Nordica agree that the severed provision materially affects the purpose of the Agreement and the Order.

Nordica Usa

Dated: September 6, 2011.

By: _____

Willy Booker,

President, Nordica USA, 19 Technology Drive, West Lebanon, NH 03784.

Dated: September 12, 2011.

By: _____

Eric A. Rubel, Esquire,

Arnold & Porter, LLP, 555 Twelfth Street, NW., Washington, DC 20004–1206, Counsel for Nordica USA.

U.S. Consumer Product Safety Commission Staff.

Cheryl A. Falvey,

General Counsel.

Melissa V. Hampshire,

Assistant General Counsel, Office of the General Counsel.

Dated: September 22, 2011.

By: _____

Dennis C. Kacoyanis,

General Attorney, Division of Enforcement and Information, Office of the General Counsel.

Order

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

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

Further Ordered, that Nordica shall pay a civil penalty in the amount of two hundred-fourteen thousand dollars ($214,000.00) within twenty (20) calendar days of service of the Commission's final Order accepting the Agreement. The payment shall be made electronically to the CPSC via *http://www.pay.gov.* Upon the failure of Nordica to make the foregoing payment when due, interest on the unpaid amount shall accrue and be paid by Nordica 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 4th day of October, 2011.

By Order of the Commission.

Todd A. Stevenson,

Secretary, U.S. Consumer Product Safety Commission.

[FR Doc. 2011–26162 Filed 10–7–11; 8:45 am]

BILLING CODE 6355–01–P

DEPARTMENT OF DEFENSE

Office of the Secretary

Meeting of the Department of Defense Military Family Readiness Council (MFRC); Change of Meeting Date and Time

AGENCY: Office of the Under Secretary of Defense for Personnel and Readiness, Department of Defense.

ACTION: Notice.

SUMMARY: Pursuant to Section 10 (a), Public Law 92–463, on September 26, 2011 (76 FR 59388–59389) the Department of Defense Military Family Readiness Council (MFRC) announced a meeting to be held on October 17, 2011. This notice announces that the meeting date and time has been changed to November 21, 2011, from 2 p.m. to 4 p.m. All other information in the original notice remains the same.

The meeting is open to the public, subject to the availability of space. Persons desiring to attend may contact Ms. Melody McDonald at 571–256–1738 or e-mail *FamilyReadinessCouncil@osd.mil* no later than 5 p.m. on Tuesday, November 15, 2011 to arrange for parking and escort into the conference room inside the Pentagon.

Interested persons may submit a written statement for consideration by the Council. Persons desiring to submit a written statement to the Council must notify the point of contact listed below no later than 5 p.m., Wednesday, November 16, 2011.

ADDRESSES: Pentagon Conference Center M1 (escorts will be provided from the Pentagon Metro entrance).

FOR FURTHER INFORMATION CONTACT: Ms. Melody McDonald or Ms. Betsy Graham, Office of the Deputy Under Secretary (Military Community & Family Policy), 4000 Defense Pentagon, Room 2E319, Washington, DC 20301–4000. Telephones (571) 256–1738; (703) 697–9283 and/or *e-mail: FamilyReadinessCouncil@osd.mil.*

Dated: October 5, 2011.

Aaron Siegel,

Alternate OSD Federal Register Liaison Officer, Department of Defense.

[FR Doc. 2011–26166 Filed 10–7–11; 8:45 am]

BILLING CODE 5001–06–P

DEPARTMENT OF DEFENSE

Department of the Air Force

Air University Board of Visitors Meeting

ACTION: Notice of Meeting of the Air University Board of Visitors.

SUMMARY: Under the provisions of the Federal Advisory Committee Act of 1972 (5 U.S.C., Appendix, as amended), the Government in the Sunshine Act of 1976 (5 U.S.C. 552b, as amended), and 41 CFR 102–3.150, the Department of Defense announces that the Air University Board of Visitors' meeting will take place on Monday, November 14th, 2011, from 1 p.m. to 5 p.m. and Tuesday, November 15th, 2011, from 8 a.m. to 5 p.m. The meeting will be held in the Air University Commander's Conference Room located in building 800. Please contact Mrs. Diana Bunch, 334–953–4547 for further details of the meeting location.

The purpose of this meeting is to provide independent advice and recommendations on matters pertaining to the educational, doctrinal, and research policies and activities of Air University. The agenda will include