

percentage of overall Commission oversight program costs. This adjustment reduces the costs so that, as a percentage of total Commission SRO oversight program costs, they are in line with the pro rata percentage for that SRO of United States industry-wide contract volume.

The calculation made is as follows: The fee required to be paid to the Commission by each DCM is equal to

the lesser of actual costs based on the three-year historical average of costs for that DCM or one-half of average costs incurred by the Commission for each DCM for the most recent three years, plus a pro rata share (based on average trading volume for the most recent three years) of the aggregate of average annual costs of all DCMs for the most recent three years. The formula for calculating the second factor is:  $0.5a + 0.5 vt =$

current fee. In this formula, "a" equals the average annual costs, "v" equals the percentage of total volume across DCMs over the last three years, and "t" equals the average annual costs for all DCMs. NFA has no contracts traded; hence, its fee is based simply on costs for the most recent three fiscal years.

This table summarizes the data used in the calculations and the resulting fee for each entity:

	3-year average actual costs	3-year % of volume	Average year 2006 fee
Chicago Board of Trade .....	72,286	34.4803	72,286
Chicago Mercantile Exchange .....	201,763	51.4928	201,763
New York Mercantile Exchange .....	144,899	10.7381	105,117
Kansas City Board of Trade .....	16,985	0.8216	10,992
New York Board of Trade .....	115,320	1.9397	63,561
Minneapolis Grain Exchange .....	21,490	0.1193	11,108
OneChicago .....	35,695	0.1489	18,301
Subtotal .....	608,438	99.7407	483,128
National Futures Association .....	277,661	N/A	277,661
Total .....	886,099	99.7407	760,789

An example of how the fee is calculated for one exchange, the Minneapolis Grain Exchange, is set forth here:

a. Actual three-year average costs equal \$21,490.

b. The alternative computation is:  $(.5) (\$21,490) + (.5) (.001193) (\$608,438) = \$11,108$ .

c. The fee is the lesser of a or b; in this case \$11,108.

As noted above, the alternative calculation based on contracts traded is not applicable to NFA because it is not a DCM and has no contracts traded. The Commission's average annual cost for conducting oversight review of the NFA rule enforcement program during fiscal years 2003 through 2005 was \$277,661 (one-third of \$832,983). The fee to be paid by the NFA for the current fiscal year is \$277,661.

#### Payment Method

The Debt Collection Improvement Act (DCIA) requires deposits of fees owed to the government by electronic transfer of funds (See 31 U.S.C. 3720). For information about electronic payments, please contact Stella Lewis at (202) 418-5186 or [slewis@cftc.gov](mailto:slewis@cftc.gov), or see the CFTC Web site at <http://www.cftc.gov>, specifically, <http://www.cftc.gov/cftc/cftcelectronicpayments.htm>.

#### Regulatory Flexibility Act

The Regulatory Flexibility Act, 5 U.S.C. 601, *et seq.*, requires agencies to consider the impact of rules on small business. The fees implemented in this

release affect contract markets (also referred to as exchanges) and registered futures associations. The Commission has previously determined that contract markets and registered futures associations are not "small entities" for purposes of the Regulatory Flexibility Act. Accordingly, the Chairman, on behalf of the Commission, certifies pursuant to 5 U.S.C. 605(b) that the fees implemented here will not have a significant economic impact on a substantial number of small entities.

Issued in Washington, DC, on July 5, 2006, by the Commission.

**Eileen A. Donovan,**

*Acting Secretary of the Commission.*

[FR Doc. 06-6109 Filed 7-12-06; 8:45 am]

**BILLING CODE 6351-01-P**

#### CONSUMER PRODUCT SAFETY COMMISSION

[CPSC Docket No. 06-C0004]

#### Family Dollar, Inc., a Corporation, 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 Family Dollar, a corporation, containing a civil penalty of \$100,000.

**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 July 28, 2006.

**ADDRESSES:** Persons wishing to comment on this Settlement Agreement should sent written comments to the Comment 06-C0004, Office of the Secretary, Consumer Product Safety Commission, Washington, DC 20207.

**FOR FURTHER INFORMATION CONTACT:** Howard N. Tarnoff, Trial Attorney, Office of Compliance, Consumer Product Safety Commission, Washington, DC 20207; telephone (301) 504-7589.

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

Dated: July 7, 2006.

**Todd A. Stevenson,**  
*Secretary.*

#### In the Matter of Family Dollar, Inc., a Corporation; Settlement Agreement and Order

1. This Settlement Agreement is made by and between the staff (the "staff") of the U.S. Consumer Product Safety Commission (the "Commission") and Family Dollar, Inc. ("Family Dollar"), a corporation, in accordance with 16 CFR 1118.20 of the Commission's procedures for Investigations, Inspections, and Inquiries under the Consumer Product Safety Act ("CPSA"). This

Settlement Agreement and the incorporated attached Order settle the staff's allegations set forth below.

#### *The Parties*

2. The Commission is an independent federal regulatory agency responsible for the enforcement of the Consumer Product Safety Act, 15 U.S.C. 2051–2084.

3. Family Dollar is a corporation organized and existing under the laws of the State of Delaware with its principal corporate office located in Matthews, North Carolina. At all times relevant herein, Family Dollar sold, or offered for sale, consumer products.

#### *Staff Allegations*

4. From approximately November 2003–February 2004, Family Dollar sold approximately 8,976 electric blankets (models BST–03–A–F; BST–03–A–K; BST–03–A–Q; BST–03–A–T) that it purchased from International Home Fashions, Inc. (a/k/a Bilt-Safe Technologies, Inc.) [“IHF”]. These electric blankets will hereinafter be referred to as “the Electric Blankets”.

5. The Electric Blankets are “consumer products” and, at the times relevant herein, Family Dollar was a “retailer” of “consumer products,” which were “distributed in commerce” as those terms are defined in sections 3(a)(1), (6), (11), and (12) of the CPSA, 15 U.S.C. 2052(a)(1), (6), (11), and (12).

6. The Electric Blankets are defective because they have a tendency to overheat and catch on fire.

7. Between December 2003 and June 2004, Family Dollar learned about approximately 40 reports of malfunction with the Electric Blankets. Among these incidents, there were numerous alleged instances of fire, scorching, or smoke damage to consumers' property and nine alleged personal injuries. The alleged injuries consisted mainly of minor skin burns. Family Dollar did not inform the Commission about these incidents until September 1, 2004, when it submitted a Section 15 report (in response to the staff's request), and August 25, 2005, when it submitted additional information (again in response to the staff's request).

8. By February 2004, Family Dollar had decided to undertake a consumer level recall of the Electric Blankets. Family Dollar stopped selling the Electric Blankets in mid-February 2004, and it posted a recall poster at its retail outlets in early-March 2004.

9. Although Family Dollar had obtained sufficient information to reasonably support the conclusion that the Electric Blankets contained a defect which could create a substantial product hazard, or create an unreasonable risk of serious injury or death, long before September 1, 2004, it failed to immediately inform the Commission of such defect or risk as required by sections 15(b)(2) and (3) of the CPSA, 15 U.S.C. 2064(b)(2) and (3). In failing to do so, Family Dollar “knowingly” violated section 19(a)(4) of the CPSA, 15 U.S.C. 2068(a)(4), as the term “knowingly” is defined in section 20(d) of the CPSA, 15 U.S.C. 2069(d).

10. Pursuant to section 20 of the CPSA, 15 U.S.C. 2069, Family Dollar is subject to civil penalties for its failure to make a timely

report pursuant to section 15(b) of the CPSA, 15 U.S.C. 2064(b).

#### *Response of Family Dollar*

11. Family Dollar denies the allegations of the staff that the Electric Blankets contain a defect which could create a substantial product hazard, or create an unreasonable risk of serious injury or death, and denies that it violated the reporting requirements of section 15(b) of the CPSA, 15 U.S.C. 2064(b). Family Dollar further did not “knowingly” violate any reporting requirements under the CPSA.

12. Family Dollar further states that, when it first learned of allegations of blanket failures in December 2003, it consulted IHF, the party most knowledgeable about the design and operation of the blankets, to ascertain the severity of the problem. IHF responded that its contacts with customers who made the allegations indicated that the blankets got hot, rather than caught fire.

13. In February 2004, after receiving reports of additional alleged incidents, Family Dollar stopped the sale of the blankets and again consulted with IHF about the significance of the incidents. IHF expressly represented that its legal counsel had advised that neither the number nor the severity of the reported incidents warranted a recall, and that internal mechanisms in the controllers of blankets involved in incidents appeared to have shut the controllers off before serious damage occurred. Nevertheless, Family Dollar, as a matter of good customer relations, decided to recall the blankets from consumers.

14. At the time it considered whether to conduct the recall, Family Dollar also reviewed the information available to determine whether it was required to report that information to the Commission. Based on that information and IHF's representations, it concluded that it did not have an obligation to report.

15. To effectuate its recall, Family Dollar displayed posters announcing the recall in its stores in March 2004. When the Commission and IHF announced the recall of the Electric Blankets in November 2004, Family Dollar again displayed posters announcing the recall in its stores.

#### *Agreement of the Parties*

16. The Commission has jurisdiction over this matter and over Family Dollar under the CPSA, 15 U.S.C. 2051–2084.

17. In settlement of the staff's allegations, Family Dollar agrees to pay a civil penalty of one hundred thousand dollars (\$100,000). This payment shall be made by check payable to the order of the United States Treasury within twenty (20) calendar days of service upon Family Dollar of the Final Order of the Commission accepting this Settlement Agreement.

18. The parties enter into this Settlement Agreement for settlement purposes only. The Settlement Agreement does not constitute an admission by Family Dollar or a determination by the Commission that Family Dollar has violated the CPSA's reporting requirements.

19. Upon provisional acceptance of this Settlement Agreement and Order by the

Commission, the Commission shall place this Agreement and Order on the public record and shall publish it in the **Federal Register** in accordance with the procedure set forth in 16 CFR 1118.20(e). If the Commission does not receive any written request not to accept the Settlement Agreement and Order within 15 days, the Agreement and Order shall be deemed finally accepted on the 16th day after the date it is published in the **Federal Register**.

20. Upon final acceptance of this Settlement Agreement by the Commission and issuance of the Final Order, Family Dollar knowingly, voluntarily and completely waives any rights it may have in this matter to the following: (i) An administrative or judicial hearing; (ii) judicial review or other challenge or contest of the validity of the Commission's actions; (iii) a determination by the Commission as to whether Family Dollar failed to comply with the CPSA and its underlying regulations; (iv) a statement of findings of fact and conclusions of law; and (v) any claims under the Equal Access to Justice Act.

21. The Commission may publicize the terms of the Settlement Agreement and Order.

22. This Settlement Agreement and Order shall apply to, and be binding upon, Family Dollar and each of its successors and assigns.

23. The Commission's Order in this matter is issued under the provisions of the CPSA, 15 U.S.C. 2051–2084, and a violation of the Order may subject Family Dollar to appropriate legal action.

24. This Settlement Agreement may be used in interpreting the Order. Agreements, understandings, representations, or interpretations made outside of this Settlement Agreement and Order may not be used to vary or to contradict its terms.

25. This Settlement Agreement and Order shall not be waived, changed, amended, modified, or otherwise altered without written agreement thereto executed by the party against whom such amendment, modification, alteration, or waiver is sought to be enforced and approval by the Commission.

26. If, after the effective date hereof, any provision of this Settlement Agreement and Order is held to be illegal, invalid, or unenforceable under present or future laws effective during the terms of the Settlement Agreement and Order, such provision shall be fully severable. The rest of the Settlement Agreement and Order shall remain in full effect, unless the Commission and Family Dollar determine that severing the provision materially changes the purpose of the Settlement Agreement and Order.

#### **Family Dollar, Inc.**

June 8, 2006.

Janet G. Kelley,

*Senior Vice President, General Counsel, & Secretary, Family Dollar, Inc., 10401 Monroe Road, Matthews, North Carolina 28105.*

June 12, 2006.

Michael J. Gidding,

*Brown & Gidding, P.C., 3201 New Mexico Ave., NW., Suite 24, Washington, DC 20016, Counsel for Family Dollar, Inc.*

**U.S. Consumer Product Safety Commission**

John Gibson Mullan,  
Director,  
Office of Compliance and Field Operations.  
Ronald G. Yelenik,  
Acting Director, Legal Division, Office of  
Compliance and Field Operations.

June 13, 2006.

Howard N. Tarnoff,  
Trial Attorney, Legal Division, Office of  
Compliance and Field Operations.

**In the Matter of Family Dollar, Inc., a Corporation; Order**

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

**I**

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

**II**

Furthered Ordered that Family Dollar shall pay a civil penalty of one hundred thousand dollars (\$100,000). This payment shall be made by check payable to the order of the United States Treasury within twenty (20) calendar days of service upon Family Dollar of the Final Order of the Commission. Upon the failure of Family Dollar to make this payment in the prescribed time, interest on the outstanding balance shall accrue and be paid at the federal legal rate of interest under the provisions of 28 U.S.C. 1961(a) and (b).

Provisionally accepted and Provisional Order issued on the 7th day of July 2006.

By Order of the Commission.

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

[FR Doc. 06-6168 Filed 7-12-06; 8:45 am]

BILLING CODE 6355-01-M

**DEPARTMENT OF DEFENSE****Department of the Army, Corps of Engineers****Intent To Prepare a Draft Environmental Impact Statement for the Proposed SunCreek Project, in Sacramento County, CA**

**AGENCY:** Department of the Army, U.S. Army Corps of Engineers, DoD.

**ACTION:** Notice of intent.

**SUMMARY:** The U.S. Army Corps of Engineers (Corps), Sacramento District, will prepare a Draft Environmental Impact Statement (DEIS) for Corps authorization actions on the proposed SunCreek Specific Plan project, which as proposed would result in the

permanent loss of approximately 18.25 acres of waters of the United States, including vernal pools and other wetlands. The overall project purpose is to construct large scale mixed-use development in Sacramento County.

**DATES:** A public scoping meeting will be held on July 26, 2006 from 6:30 p.m. to 8 p.m. The projected date for public release of the DEIS is Summer 2007.

**ADDRESSES:** The public scoping meeting will be held at Rancho Cordova City Hall, 2729 Prospect Park Drive, Rancho Cordova, CA 95670. Written comments may be mailed to Mr. William Ness at 1325 J Street, Room 1480, Sacramento CA 95814-2922. All comments must be received by August 26, 2006.

**FOR FURTHER INFORMATION CONTACT:**

Questions about the proposed action and DEIS can be answered by Mr. William Ness, telephone (916) 557-5268, or e-mail at [william.w.ness@usace.army.mil](mailto:william.w.ness@usace.army.mil). Please refer to identification number 200500888.

**SUPPLEMENTARY INFORMATION:** The applicants have applied for a Department of the Army permit under Section 404 of the Clean Water Act to construct a mixed-use development project. The proposed project would be developed on approximately 1,253 acres south of Douglas Road, north of Jackson Highway (State Route 16), west of Grant Line Road, and east of Sunrise Boulevard. The proposed project consists of approximately 5,600 residential homes, 20 acres of retail/commercial offices, 6 parks, 4 schools, and wetland preserve and other open space areas. The proposed project site is generally undeveloped and has a history of occasional use for dry land farming and grazing on spring grasses.

A total of 36.915 acres of waters of the United States have been identified on the project site, including 17.505 acres of vernal pools, 9.156 acres of non-vernal pool wetland, 2.056 acres of ponds, and 8.198 acres of drainage/stream channels. The applicants have applied to fill approximately 18.252 acres of these waters to construct the project. A 216.5-acre wetland preserve would be created in the central portion of the project, generally following the Laguna Creek drainage. The preserve would contain 18.663 acres of waters of the United States.

The proposed project may affect federally-listed threatened or endangered species or their critical habitat, including vernal pool fairy shrimp, vernal pool tadpole shrimp, Sacramento orcutt grass, and slender orcutt grass. Once a biological assessment is completed the Corps will

initiate Section 7 consultation with the U.S. Fish and Wildlife Service. The Corps will also consult with the State Historic Preservation Office under Section 106 of the National Historic Preservation Act for properties listed or potentially eligible for listing on the National Register of Historic Places, as appropriate.

A number of on-site and off-site project alternatives, including the no-action alternative, will be evaluated in the DEIS in accordance with NEPA and the Section 404(b)(1) guidelines.

Potentially significant issues to be analyzed in depth in the DEIS include loss of waters of the United States (including wetlands), cultural resources, biological resources, air quality, hydrology and water quality, noise, traffic, aesthetics, utilities and service systems, and socio-economic effects.

The Environmental Impact Statement will be prepared as a joint document with the City of Rancho Cordova. The City is the local agency responsible for preparing an Environmental Impact Report in compliance with the California Environmental Quality Act (CEQA).

The above determinations are based on information provided by the applicant and the Corp's Preliminary review. The Corps is soliciting verbal and written comments from the public, Federal, State, local agencies and officials, Indian tribes, and other interested parties in order to consider and evaluate the impacts of this proposed activity. The Corps' public involvement program includes several opportunities to provide oral and written comments. Affected Federal, State, and local agencies, Indian tribes, and other interested private organizations and the general public are invited to participate.

Dated: June 29, 2006.

**Ronald N. Light,**

Colonel, Corps of Engineers, District Engineer.

[FR Doc. 06-6193 Filed 7-12-06; 8:45 am]

BILLING CODE 3710-EH-M

**DEPARTMENT OF EDUCATION****Office of Special Education and Rehabilitative Services National Institute on Disability and Rehabilitation Research—Disability and Centers Program—Disability Rehabilitation Research Projects (DRRPs)**

**ACTION:** Notice of final priorities; correction.