Philadelphia, Philadelphia, PA.

Deletions

On 10/23/2009 (74 FR 54783–54784) and 11/6/2009 (74 FR 57453–57454), the Committee for Purchase From People Who Are Blind or Severely Disabled published notices of proposed deletions from the Procurement List.

After consideration of the relevant matter presented, the Committee has determined that the products and services listed below are no longer suitable for procurement by the Federal Government under 41 U.S.C. 46–48c and 41 CFR 51–2.4.

Regulatory Flexibility Act Certification

I certify that the following action will not have a significant impact on a substantial number of small entities. The major factors considered for this certification were:

1. The action will not result in additional reporting, recordkeeping or other compliance requirements for small entities.

2. The action may result in authorizing small entities to furnish the products and services to the Government.

3. There are no known regulatory alternatives which would accomplish the objectives of the Javits-Wagner-O'Day Act (41 U.S.C. 46–48c) in connection with the products and services deleted from the Procurement List.

End of Certification

Accordingly, the following products and services are deleted from the Procurement List:

Products

Business Cards

NSN: P.S. NIB 49.
NSN: P.S. NIB 50.
NSN: P.S. NIB 51.
NPA: The Lighthouse for the Blind, Inc. (Seattle Lighthouse), Seattle, WA.
Contracting Activity: U.S. Postal Service, Washington, DC.
NSN: 7045–01–483–7450—Disk File 40, 3½″ Disks.
NSN: 7045–01–483–7841—Visionguard Anti-Glare Screen.
NSN: 7045–01–483–7842—MixMedia Tower.
NSN: 7045–01–483–9271—CD Jewel Case, Gold Tray, Five Pack.
NSN: 7045–01–483–9272—CD Jewel Case, Gold Tray, Ten Pack.
NSN: 7045–01–483–9273—CD Radial Cleaner.
NSN: 7045–01–483–9274—CD–ROM Drive Clean.
NSN: 7045–01–483–9275—CD Fast Wipes 20.
NSN: 7045–01–483–9276—CD–ROM Drive Clean.
NSN: 7045–01–483–9277—CD Scratch Repair System.
NSN: 7045–01–483–9407—CD Jewel Case, Standard, Three Pack.
NPA: Wiscraft Inc.—Wisconsin Enterprises for the Blind, Milwaukee, WI.
Contracting Activity: GSA/FSS OFC SUP CTR—Paper Products, New York, NY.
NSN: 7510–00–455–7339—Fastener, Paper.
NPA: Delaware County Chapter, NYSARC, Inc., Walton, NY.
Contracting Activity: GSA/FSS OFC SUP CTR—Paper Products, New York, NY.

Candle, Illuminating

NSN: 6260–00–161–4296.
NPA: Concho Resource Center, San Angelo, TX.
Contracting Activity: GSA/FAS Southwest Supply Center (QSDAC), Fort Worth, TX.

Line, Tent, Manila

NSN: 8340–00–252–2269.
NPA: ASPIRO, Inc., Green Bay, WI.
Contracting Activity: Defense Supply Center Philadelphia, Philadelphia, PA.

Services

Service Type/Location: Janitorial/Custodial, U.S. Army Reserve Center, OMS, RD 8 Box 282 A, Kittanning, PA.
NPA: Rehabilitation Center and Workshop, Inc., Greensburg, PA.
Contracting Activity: Dept of the Army, XR W6BA ACA Army Reserve Cont Ctr, Ft Dix, NJ.
Service Type/Location: Janitorial/Custodial, Internal Revenue Service, 11631 Caroline Road, Philadelphia, PA.
NPA: A.C.E. Industries, Inc., Exton, PA.
Contracting Activity: Dept of Treas, Internal Revenue Service, OFC of Procurement Operations, Oxon Hill, MD.
Service Type/Location: Janitorial/Custodial, Willow Grove Naval Air Station, Willow Grove, PA.
NPA: A.C.E. Industries, Inc., Exton, PA.
Contracting Activity: Dept of the Navy, U.S. Fleet Forces Command, Norfolk, VA.

Patricia Briscoe,

Deputy Director, Business Operations.

[FR Doc. 2010–158 Filed 1–8–10; 8:45 am]

BILLING CODE 6353–01–P

CONSUMER PRODUCT SAFETY COMMISSION

[CPSC Docket No. 10–C0002]

RC2 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 RC2 Corporation, containing a civil penalty of $1,250,000.00.

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 January 26, 2010.

ADDRESSES: Persons wishing to comment on this Settlement Agreement should send written comments to the Comment 10–C0002, Office of the Secretary, Consumer Product Safety Commission, 4330 East West Highway, Room 502, Bethesda, Maryland 20814–4408.

FOR FURTHER INFORMATION CONTACT: M. Reza Malihi, Trial Attorney, Division of Compliance, Office of the General Counsel, Consumer Product Safety Commission, 4330 East West Highway, Bethesda, Maryland 20814–4408; telephone (301) 504–7733.

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

Dated: January 6, 2010.

Todd A. Stevenson,

Secretary.

Settlement Agreement

1. In accordance with 16 CFR 1118.20, RC2 Corporation 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, and responsible for the enforcement of, the Consumer Product Safety Act, 15 U.S.C. 2051—2089 ("CPSA").

3. RC2 Corporation is a corporation organized and existing under the laws of the state of Delaware, with principal offices located in Oak Brook, Illinois. At all times relevant hereto, RC2 Corporation designed, imported and sold toys and children's products. "RC2" as used in this Agreement means RC2 Corporation and its wholly owned subsidiary Learning Curve Brands, Inc. and their officers, directors, shareholders and employees.

Staff Allegations

4. Between January 2005 and April 2007, RC2 commissioned one of its dedicated contract manufacturers, Overseas Winner Limited ("OW"), to manufacture in China approximately 1,506,900 units of various Thomas & Friends™ Wooden Railway toys for sale in the United States. The toys consisted

of wooden vehicles, buildings and other train set components for young children, comprising 26 distinct component styles packaged in 23 retail SKU's (collectively, the "TWR Toys"). Between January 2005 and May 2007, RC2 imported into the United States approximately 1,506,900 units of the TWR Toys, and in turn, shipped them to its retail and other customers. The TWR Toys were sold or offered for sale to consumers primarily at toy stores and various retailers nationwide, and secondarily through RC2's e-commerce websites or as 'sub-components' of retail items distributed independently of RC2, from January 2005 through June 2007, for between $10 and $70 per unit. The TWR Toys represented approximately 4% of total wooden railway toy units sold by RC2 within the U.S. market.

5. Between March 2003 and April 2007, RC2 commissioned OW and another of its dedicated contract manufacturers, 3i Corporation, Ltd., to manufacture in China certain of 5 other component styles from Thomas & Friends™ Wooden Railway toys product line, comprising approximately an additional 200,000 units, for sale in the United States (collectively, the "Additional TWR Toys"). Between March 2003 and September 2007, RC2 imported into the United States approximately 200,000 units of the Additional TWR Toys, and in turn, shipped them to its retail and other customers. The Additional TWR Toys were sold or offered for sale to consumers primarily at toy stores and various retailers nationwide, and secondarily through RC2's e-commerce Web sites or as 'sub-components' of retail items distributed independently of RC2, from March 2003 to September 2007, for between $10 and $40 per unit.

6. The TWR Toys and Additional TWR Toys (collectively, "Subject Products") are "consumer product(s)," and, at all times relevant hereto, RC2 was a "manufacturer" and a "retailer" of those consumer products, 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).

7. The Subject 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 "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)

8. On March 29, 2007, RC2 was notified by one of its U.S. retail customers that a TWR Toy supplied by RC2, specifically the Thomas & Friends Oval Set (Product # LC99561), had failed testing that demonstrated its paint or other surface coatings contained levels of lead in excess of the permissible 0.06 percent limit set forth in the Lead Paint Ban. The Oval Set (Product # LC99561) was produced at OW, which was at the time one of two contract manufacturers of the Thomas & Friends™ Wooden Railway toys product line, both based in China. On the same day, RC2 inventory of the Oval Set (Product # LC99561) was placed on hold and an inventory audit was conducted to identify quantities per production-date code on hand. An internal investigation by RC2, in consultation with its contract manufacturers and pertinent customers, then ensued. It involved extensive testing of the *Thomas & Friends*™ Wooden Railway toys product line for the presence of lead, including tests conducted by independent certified labs in China and the U.S. on finished toys as well as liquid paints and solvents used the manufacturing process.

9. The internal investigation yielded multiple failing test results demonstrating that dozens of TWR Toy samples bore or contained paint or other surface coatings with lead levels in excess of the permissible 0.06 percent (600 ppm) limit set forth in the Lead Paint Ban. Based upon information that primarily emerged during this investigation period, RC2 determined that five PMS (Pantone Matching System®) surface paint colors applied to certain finished product components had failed at least one test for the presence of lead in excess of the permissible 0.06 percent limit set forth in the Lead Paint Ban; a sixth color, yellow, had failed testing prior to the investigation period and then passed a subsequent test, but ultimately was included among the non-compliant paint colors as a precautionary measure. RC2 also determined that all the affected units composing the TWR Toys had been manufactured by OW rather than by RC2's other Chinese contract manufacturer. RC2 cross-referenced each of the failing colors with the colors of paint used on each toy component, thereby identifying 26 distinct component styles which used at least one of these six colors, and thus ascertained the scope of affected models and product units comprising the TWR Toys for recall purposes.

10. After RC2 reported this information to CPSC, on June 13, 2007, the Commission and RC2 announced a recall of about 1,500,000 units of the TWR Toys because "Surface paints on the recalled products contain lead. Lead is toxic if ingested by young children and can cause adverse health effects."

11. Throughout the summer of 2007, RC2 and other entities with which it does business continued with additional testing of items from the Thomas & Friends™ Wooden Railway toys product line. By supplemental reports submitted to CPSC between August 17 and September 20, 2007, RC2 reported that it had obtained information which reasonably supports the conclusion that five additional toys from this product line have certain specific colors of paint applied to them that "may contain" levels of lead in excess of the permissible 0.06 percent limit set forth in the Lead Paint Ban. The continued investigation yielded further failing test reports demonstrating that additional samples bore or contained paint or other surface coatings with lead levels in excess of the permissible 0.06 percent (600 ppm) limit set forth in the Lead Paint Ban. In this way, RC2 determined the scope of affected models and product units comprising the Additional TWR Toys for recall purposes.

12. On September 26, 2007, the Commission and RC2 announced that the original TWR Toys recall was being expanded in order to include about 200,000 units of the Additional TWR Toys because "Surface paints on the toys can contain excessive levels of lead, violating the federal lead paint standard."

13. RC2 reportedly severed its business relationship with OW completely in June 2007, soon after the original TWR Toys recall announcement. RC2 reportedly already had ceased manufacturing any of the Thomas & Friends™ Wooden Railway toys at 3i in November 2006.

14. Although at the time of each of the aforementioned recalls RC2 reported no incidents or injuries associated with the presence of excessive lead in the paint or other surface coatings of the Subject Products, it subsequently learned of a number of allegations of such incidents and injuries, some of which became the subject of claims and lawsuits against it. RC2 failed to take adequate action to ensure that the Subject Products complied with the Lead Paint Ban. This failure created a risk of lead poisoning and adverse health effects to children. Lead is toxic if ingested by young children and can cause adverse health effects.

15. The Subject 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.

16. Between March 2003 and September 2007, RC2 sold, manufactured for sale, offered for sale, distributed in commerce, or imported into the United States, or caused one or more of such acts, with respect to the Subject Products, in violation of section 19(a)(1) of the CPSA, 15 U.S.C. 2068(a)(1). RC2 committed these prohibited acts "knowingly," as that term is defined in section 20(d) of the CPSA, 15 U.S.C. 2069(d).

17. Pursuant to section 20 of the CPSA, 15 U.S.C. 2069, RC2 is subject to civil penalties for the aforementioned violations.

Responsive Allegations of RC2

18. RC2 denies that it violated section 19(a)(1) of the CPSA, 15 U.S.C. 2068(a)(1), and further denies that it did so "knowingly" (as defined in section 20(d) of the CPSA, 15 U.S.C. 2069(d)).

Agreement of the Parties

19. Under the CPSA, the Commission has jurisdiction over this matter and over RC2.

20. The parties enter into the Agreement for settlement purposes only. The Agreement does not constitute an admission by RC2, or a determination by the Commission, that RC2 knowingly violated the CPSA.

21. In settlement of the Staff's allegations, RC2 Corporation shall pay a civil penalty in the total amount of One Million Two Hundred Fifty Thousand ($1,250,000.00) dollars within twenty (20) calendar days of service of the Commission's final Order accepting the Agreement. This payment shall be made by check payable to the order of the United States Treasury.

22. The Commission will not seek or initiate any enforcement action against RC2 for civil penalties, based upon information known to CPSC through the date of final acceptance of this Agreement, for possible violations of (i) section 19(a)(4) of the CPSA, 15 U.S.C. 2068(a)(4), regarding CPSC File No. RP070347, associated with Releases #07–212 and #07–308; (ii) sections 19(a)(1) and 19(a)(4) of the CPSA, 15 U.S.C. § 2068(a)(1) and (a)(4), regarding CPSC File No. RP070524, associated with Release #07–310, and CPSC File No. RP070572, associated with Release #08–119; and (iii) section 19(a)(4) of the CPSA, 15 U.S.C. 068(a)(4), regarding CPSC File No. RP080126, associated with Release #08–120. The Commission's agreement not to seek penalties, as stated herein, will not relieve RC2 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, regarding these matters.

23. 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.**

24. Upon the Commission's final acceptance of the Agreement and issuance of the final Order, RC2 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 RC2 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.

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

26. The Agreement and Order shall apply to, and be binding upon, RC2 and each of its successors and assigns.

27. The Commission issues the Order under the provisions of the CPSA, and violation of the Order may subject those referenced in paragraph 26 to appropriate legal action.

28. 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.

29. If 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 RC2 agree that severing the provision materially affects the purpose of the Agreement and Order.

RC2 Corporation

Dated: September 18, 2009

Curt Stoelting,

Chief Executive Officer, RC2 Corporation.

Dated: *September 17, 2009.*

Michael J. Gidding, Esq.,

Brown & Gidding, P.C., 3201 New Mexico Avenue, NW., Suite 242, Washington, DC 20016, Counsel for RC2 Corporation.

U.S. Consumer Product Safety Commission Staff.

Cheryl A. Falvey,

General Counsel, Office of the General Counsel.

Ronald G. Yelenik,

Assistant General Counsel, Office of the General Counsel.

Dated: *November 2, 2009.*

M. Reza Malihi,

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

Order

Upon consideration of the Settlement Agreement entered into between RC2 Corporation ("RC2"), and the U.S. Consumer Product Safety Commission ("Commission") staff, and the Commission having jurisdiction over the subject matter and over RC2, 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 RC2 shall pay a civil penalty in the amount of One Million Two Hundred Fifty Thousand ($1,250,000.00) dollars 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 RC2 to make the foregoing payment when due, interest on the unpaid amount shall accrue and be paid by RC2 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 5th day of January 2010.

By order of the commission.

Todd A. Stevenson,

Secretary, U.S. Consumer Product Safety Commission.

[FR Doc. 2010–282 Filed 1–8–10; 8:45 am]

BILLING CODE 6355–01–P

CORPORATION FOR NATIONAL AND COMMUNITY SERVICE

Information Collection; Submission for OMB Review, Comment Request

AGENCY: Corporation for National and Community Service.

ACTION: Notice.

SUMMARY: The Corporation for National and Community Service (hereinafter the "Corporation"), has submitted a public information collection request (ICR) entitled the Longitudinal Evaluation of AmeriCorps Members: Respondent Tracking to the Office of Management and Budget (OMB) for review and approval in accordance with the Paperwork Reduction Act of 1995, Public Law 104–13 (44 U.S.C. Chapter 35). Copies of this ICR, with applicable supporting documentation, may be obtained by calling the Corporation for National and Community Service, Lillian Dote at (215) 597–2861. Individuals who use a telecommunications device for the deaf (TTY–TDD) may call (202) 606–3472 between 8:30 a.m. and 5 p.m. eastern time, Monday through Friday.

ADDRESSES: Comments may be submitted, identified by the title of the information collection activity, to the Office of Information and Regulatory Affairs, Attn: Ms. Sharon Mar, OMB Desk Officer for the Corporation for National and Community Service, by any of the following two methods within 30 days from the date of publication in this **Federal Register**

(1) *By fax to:* (202) 395–6974, Attention: Ms. Sharon Mar, OMB Desk Officer for the Corporation for National and Community Service; and

(2) *Electronically by e-mail to: smar@omb.eop.gov.*

SUPPLEMENTARY INFORMATION: The OMB is particularly interested in comments which:

- Evaluate whether the proposed collection of information is necessary for the proper performance of the functions of the Corporation, including whether the information will have practical utility;
- Evaluate the accuracy of the agency's estimate of the burden of the proposed collection of information, including the validity of the methodology and assumptions used;
- Propose ways to enhance the quality, utility, and clarity of the information to be collected; and
- Propose ways to minimize the burden of the collection of information on those who are to respond, including through the use of appropriate automated, electronic, mechanical, or other technological collection techniques or other forms of information technology, e.g., permitting electronic submissions of responses.

Comments

A 60-day public comment Notice was published in the **Federal Register** on October 16, 2009. This comment period ended December 16, 2009. No public comments were received from this Notice.

Description: The Corporation is seeking approval of the Longitudinal Evaluation of AmeriCorps Members: Respondent Tracking. The proposed locating effort will be completed by longitudinal sample members only, including former AmeriCorps members and their counterparts in the comparison group. The study includes participants from AmeriCorps State and National and the AmeriCorps National Civilian Community Corps (NCCC).

Type of Review: Renewal.

Agency: Corporation for National and Community Service.

Title: Longitudinal Evaluation of AmeriCorps Members: Respondent Tracking.

OMB Number: 3045–0070.

Agency Number: None.

Affected Public: Participants in the Longitudinal Evaluation of AmeriCorps Members.

Total Respondents:

Treatment Group: 1,781 former AmeriCorps members.

Comparison Group: 1,539 individuals.

Total: 3,320 respondents.

Frequency: Once every six months.

Average Time per Response: 3 minutes.

Estimated Total Burden Hours: 332 hours.

Total Burden Cost (capital/startup): None.

Total Burden Cost (operating/maintenance): None.

Dated: December 28, 2009.

Susannah Washburn,

Senior Advisor, Office of Research and Policy Development.

[FR Doc. 2010–169 Filed 1–8–10; 8:45 am]

BILLING CODE 6050–$$–P

DEPARTMENT OF DEFENSE

Department of the Army; Corps of Engineers

Notice of Availability of Final Environmental Impact Statement for the Proposed Construction of the Western Wake Regional Wastewater Management Facilities; Which Includes Regional Wastewater Pumping, Conveyance, Treatment, and Discharge Facilities To Serve the Towns of Apex, Cary, Holly Springs and Morrisville, as Well as the Wake County Portion of Research Triangle Park (RTP South) in North Carolina

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

ACTION: Notice; extension of comment period.

SUMMARY: The comment period for the Final Environmental Impact Statement for the proposed construction of the Western Wake Regional Wastewater Management Facilities, in Wake and Chatham Counties, NC published in the **Federal Register** on Friday, December 18, 2009 (74 FR 67180), required comments be submitted 33 days (January 19, 2010) following publication in the **Federal Register**. The comment period has been extended to 54 days (February 9, 2010). This is because the initial Web version of the Final Environmental Impact Statement had problems with the Web links. The web version was corrected on December 28, 2009.

FOR FURTHER INFORMATION CONTACT: Henry Wicker, Telephone (910) 251–4930.

Brenda S. Bowen,

Army Federal Register Liaison Officer.

[FR Doc. 2010–237 Filed 1–8–10; 8:45 am]

BILLING CODE 3720–58–P

DEPARTMENT OF EDUCATION

Submission for OMB Review; Comment Request

AGENCY: Department of Education.

SUMMARY: The Acting Director, Information Collection Clearance Division, Regulatory Information Management Services, Office of Management invites comments on the submission for OMB review as required by the Paperwork Reduction Act of 1995.

DATES: Interested persons are invited to submit comments on or before February 10, 2010.