• *Mail or hand-delivery:* Susan Pasko, National Oceanic and Atmospheric Administration. 1315 East West Highway, SSMC 3, Rm. 15531 Silver Spring, MD 20910.

• *Fax:* (301) 713–1594.

Dated: November 23, 2010.

Patricia A. Montanio,

Director, Office of Habitat Conservation, National Marine Fisheries Service.

[FR Doc. 2010–30175 Filed 11–29–10; 8:45 am]

BILLING CODE 3510–22–P

DEPARTMENT OF COMMERCE

National Oceanic and Atmospheric Administration

RIN 0648–XA065

New England Fishery Management Council; Public Meeting

AGENCY: National Marine Fisheries Service (NMFS), National Oceanic and Atmospheric Administration (NOAA), Commerce.

ACTION: Notice; public meeting.

SUMMARY: The New England Fishery Management Council's (Council) Herring Committee will meet jointly with its Advisory Panel to consider actions affecting New England fisheries in the exclusive economic zone (EEZ).

DATES: The meeting will be held on Monday, December 20, 2010 at 9:30 a.m.

ADDRESSES: The meeting will be held at the Sheraton Harborside Hotel, 250 Market Street, Portsmouth, NH 03801; telephone: (603) 431–2300; fax: (603) 433–5649.

Council address: New England Fishery Management Council, 50 Water Street, Mill 2, Newburyport, MA 01950.

FOR FURTHER INFORMATION CONTACT: Paul J. Howard, Executive Director, New England Fishery Management Council; telephone: (978) 465–0492.

SUPPLEMENTARY INFORMATION: The items of discussion in the committee and advisory panel's agenda are as follows:

1. Continue development of alternatives for consideration in Amendment 5 to the Atlantic Herring Fishery Management Plan (FMP), with particular focus on management measures to address river herring bycatch;
2. Discuss alternatives for identifying river herring hotspots; consider streamlining and develop recommendations;
3. Discuss management alternatives to apply to river herring hotspots; consider streamlining and develop recommendations;
4. Discuss possible options for river herring catch caps;
5. Discuss alternatives for establishing criteria for herring vessel access to groundfish closed areas; and
6. Address other outstanding issues related to Amendment 5 as time permits.

Although non-emergency issues not contained in this agenda may come before this group for discussion, those issues may not be the subject of formal action during this meeting. Action will be restricted to those issues specifically identified in this notice and any issues arising after publication of this notice that require emergency action under section 305(c) of the Magnuson-Stevens Fishery Conservation and Management Act, provided the public has been notified of the Council's intent to take final action to address the emergency.

Special Accommodations

This meeting is physically accessible to people with disabilities. Requests for sign language interpretation or other auxiliary aids should be directed to Paul J. Howard (*see* **ADDRESSES**) at least 5 days prior to the meeting date.

Authority: 16 U.S.C. 1801 *et seq.*

Dated: November 23, 2010.

Tracey L. Thompson,

Acting Director, Office of Sustainable Fisheries, National Marine Fisheries Service.

[FR Doc. 2010–30015 Filed 11–29–10; 8:45 am]

BILLING CODE 3510–22–P

DEPARTMENT OF COMMERCE

National Oceanic and Atmospheric Administration

RIN 0648–XA068

Gulf of Mexico Fishery Management Council; Public Meetings

AGENCY: National Marine Fisheries Service (NMFS), National Oceanic and Atmospheric Administration (NOAA), Commerce.

ACTION: Notice of public meetings.

SUMMARY: The Gulf of Mexico Fishery Management Council will convene a public meeting of the Florida/Alabama Habitat Protection Advisory Panel (AP).

DATES: The meeting will convene at 3 p.m. Central Time on Friday, December 17, 2010 and conclude no later than 4 p.m.

ADDRESSES: This meeting will be held via conference call. To listen to the teleconference call (1–888) 450–5996. At the prompt enter passcode 6273501.

Council address: Gulf of Mexico Fishery Management Council, 2203 North Lois Avenue, Suite 1100, Tampa, FL 33607.

FOR FURTHER INFORMATION CONTACT: Jeff Rester, Habitat Support Specialist, Gulf States Marine Fisheries Commission; telephone: (228) 875–5912.

SUPPLEMENTARY INFORMATION: At this meeting, the only item on the agenda is for the AP to review the Council's Essential Fish Habitat 5-Year Review Report.

The Florida/Alabama group is part of a three unit Habitat Protection Advisory Panel (AP) of the Gulf of Mexico Fishery Management Council. The principal role of the advisory panels is to assist the Council in attempting to maintain optimum conditions within the habitat and ecosystems supporting the marine resources of the Gulf of Mexico. Advisory panels serve as a first alert system to call to the Council's attention proposed projects being developed and other activities that may adversely impact the Gulf marine fisheries and their supporting ecosystems. The panels may also provide advice to the Council on its policies and procedures for addressing environmental affairs.

Although other issues not on the agenda may come before the panel for discussion, in accordance with the Magnuson-Stevens Fishery Conservation and Management Act, those issues may not be the subject of formal panel action during this meeting. Panel action will be restricted to those issues specifically identified in the agenda listed as available by this notice.

For more information about the meeting, please call (813) 348–1630.

Special Accommodations.

This meeting is physically accessible to people with disabilities. Requests for auxiliary aids should be directed to Trish Kennedy at the Council (*see* **ADDRESSES**) at least 5 working days prior to the meeting.

Dated: November 24, 2010.

Tracey L. Thompson,

Acting Director, Office of Sustainable Fisheries, National Marine Fisheries Service.

[FR Doc. 2010–30171 Filed 11–29–10; 8:45 am]

BILLING CODE 3510–22–P

CONSUMER PRODUCT SAFETY COMMISSION

[CPSC Docket No. 11–C0001]

Jake's Fireworks, Inc., Far East Imports, Inc., Wholesale Fireworks Enterprises LLC, Pacific Northwest Fireworks, 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 Jake's Fireworks, Inc., Far East Imports, Inc., Wholesale Fireworks Enterprises LLC, Pacific Northwest Fireworks, Inc., containing a civil penalty of $100,000.00.

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 December 15, 2010.

ADDRESSES: Persons wishing to comment on this Settlement Agreement should send written comments to the Comment 11–C0001, Office of the Secretary, Consumer Product Safety Commission, 4330 East West Highway, Room 820, Bethesda, Maryland 20814–4408.

FOR FURTHER INFORMATION CONTACT: Michelle Faust Gillice, Trial 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) 504–7667.

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

Dated: November 24, 2010.

Todd A. Stevenson,

Secretary.

Settlement Agreement

1. In accordance with 16 CFR 1118.20, Jake's Fireworks, Inc., Far East Imports, Inc., Wholesale Fireworks Enterprises, LLC and Pacific Northwest Fireworks, Inc., and the staff ("Staff") of the United States Consumer Product Safety Commission ("Commission") enter into this Settlement Agreement ("Agreement"). This Agreement and the incorporated attached Order resolve the staff's allegations set forth below.

The Parties

2. The Staff is the staff of the Commission, an independent federal regulatory agency responsible for the enforcement of the Consumer Product Safety Act ("CPSA"), 15 U.S.C. 2051–2089 and the Federal Hazardous Substances Act ("FHSA"), 15 U.S.C. 1261–1278.

3. Jake's Fireworks, Inc. is a corporation organized and existing under the laws of Kansas, with its principal offices located in Pittsburg, Kansas. Far East Imports, Inc. and Wholesale Fireworks Enterprises, LLC are incorporated under the laws of Kansas and share the same address as Jake's Fireworks in Pittsburg, Kansas. Pacific Northwest Fireworks, Inc. is a Washington corporation located in Aberdeen, Washington. At all times relevant hereto, Jake's Fireworks, Inc., Far East Imports, Inc., Wholesale Fireworks Enterprises, LLC, and Pacific Northwest Fireworks, Inc. (hereinafter collectively referred to as the "Respondents") introduced or caused to be introduced into interstate commerce certain violative fireworks.

Staff Allegations

4. Between December 2006 and September 2007, Respondents imported over 200,000 fireworks that failed to comply with the Commission's fireworks regulations at 16 CFR 1500.17(a)(3) and 16 CFR Part 1507. (Fireworks subject to this Agreement and Order are identified in *Attachment A.)*

5. Between December 2006 and September 2007, Commission staff issued 98 separate Letters of Advice to Respondents notifying the firms that the fireworks devices sampled at import were in violation of the Commission's fireworks regulations. Of the 98 violations, 81 violations were for failure to comply with the regulation set forth at 16 CFR 1500.17(a)(3). Section 1500.17(a)(3) requires that fireworks intended to produce an audible effect contain no more than two (2) grains of pyrotechnic composition.

6. The fireworks devices referenced in paragraph 4 are banned hazardous substances pursuant to section 2(q)(1)(B) of the FHSA, 15 U.S.C. 1261(q)(1)(B), and 16 CFR 1500.17(a)(3).

7. Respondents knowingly introduced or caused the introduction into interstate commerce or received in interstate commerce and delivered or proffered delivery thereof for pay or otherwise, the banned hazardous substances referenced in paragraph 4 above, in violation of sections 4(a) and (c) of the FHSA, 15 U.S.C. 1263(a) and (c).

Respondents Response to Allegations

8. Respondents deny the allegations of the staff set forth in paragraphs 4 through 7 above.

Agreement of the Parties

9. The Commission has jurisdiction over this matter and over Respondents under the CPSA and the FHSA.

10. The parties enter this Agreement for settlement purposes only. The Agreement does not constitute an admission by Respondents nor a determination by the Commission that Respondents knowingly violated the FHSA.

11. In settlement of the staff's allegations, Respondents shall pay a civil penalty of one hundred thousand dollars ($100,000.00), for which all Respondents are jointly and severally liable, within twenty (20) calendar days of service of the Commission's final Order accepting this Agreement. The payment shall be by check and made payable to the order of the United States Treasury.

12. Within six (6) months of service of the Commission's final Order, Respondents shall destroy at their own cost, the inventory of all violative fireworks referenced in *Attachment A,* subject to the terms and conditions set forth in paragraphs 13 through 16. Destruction of the fireworks shall be in accordance with all federal, state and local laws and regulations.

13. Respondents shall provide the Commission staff with seven (7) days advance notice of the time and place of each destruction event so that a Commission investigator may witness the destruction. By witnessing a destruction event, CPSC does not prescribe nor approve specific methods of destruction as safe. At each destruction event, a principal or an employee authorized by a Respondent company principal shall complete and sign an affidavit of destruction, under the penalty of perjury. The affidavit shall identify the fireworks destroyed by model name, Commission sample number, and the number of units of destroyed. Respondents shall submit the signed Affidavit of Destruction to Michelle Gillice, Trial Attorney, Office of the General Counsel, U.S. Consumer Product Safety Commission, 4330 East West Highway, Bethesda, MD 20814, no later than seven (7) days after the destruction event.

14. Should Respondents fail to destroy the entire inventory of violative fireworks referenced in *Attachment A* within six (6) months of service of the final Order, they shall be subject to additional penalties as set forth in paragraphs 15 and 16.

15. Should Respondents fail to comply with the terms of destruction set forth in paragraphs 12 and 13 of this Agreement, Respondents shall pay a penalty of five thousand dollars ($5,000.00) in liquidated damages for each day such violation continues, for which all Respondents are jointly and severally liable, to the United States

Treasury. The amount of liquidated damages in this paragraph shall not exceed seven hundred and fifty thousand dollars ($750,000.00) in any one calendar year. The remedy in this paragraph shall be in addition to any other remedies available to the United States under the law.

16. The penalties referenced in paragraph 15 will not be imposed if Respondents fail to meet the deadline in performing hereunder if such delay or default is caused by the following events or conditions beyond its reasonable control: force majeure or "Acts of God", wars, insurrections, and Government restrictions, and Respondents notify the Commission within seven (7) days of such event or condition with documentation evidencing the occurrence. Force majeure does not refer to: staff shortages; sick leaves; late supplies or shortcomings on the part of a third party contracted by Respondents. In case of force majeure or one of the above referenced events or conditions, provided Respondents notify the Commission within the allotted time frame, the destruction obligation will be temporarily suspended during the event or condition period to the extent that such performance is reasonably affected thereby.

17. 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 requests not to accept the Agreement within 15 calendar days, the Agreement shall be deemed finally accepted on the 16th calendar day after the date it is published in the **Federal Register**.

18. Upon the Commission's final acceptance of the Agreement and issuance of the final Order, Respondents knowingly, voluntarily and completely waive any rights they 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 Order or actions; (iii) a determination by the Commission as to whether Respondents failed to comply with the FHSA and the underlying regulations; (iv) a statement of findings of fact and conclusions of law; and (v) any claims under the Equal Access to Justice Act.

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

20. The Agreement and Order shall apply to, and be binding upon, Respondents and each of their successors and assigns.

21. The Commission issues the Order under the provisions of the FHSA, and a violation of the Order may subject those referenced in paragraph 20 above to appropriate legal action.

22. This 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 shall not 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.

23. If any provision of this 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 Respondents determine that severing the provision materially affects the purpose of the Agreement and Order.

RESPONDENTS

Dated: *10/5/10*

By: _____

Michael Marietta,
President, Jake's Fireworks, Inc., 2311 West 4th Street, Pittsburg, KS 66762.

_____

Michael Marietta,
President, Far East Imports, Inc., 2311 West 4th Street, Pittsburg, KS 66762.

_____

Jason Marietta,
Managing Member, Wholesale Fireworks Enterprises, LLC, 2311 West 4th Street, Pittsburg, KS 66762.

_____

Joan Ross,
President, Pacific Northwest Fireworks, Inc., 100 S. I Street, Aberdeen, Washington.

By: _____

Hal Stratton,
Counsel for Jake's Fireworks, Inc., Far East Imports, Inc., Wholesale Fireworks Enterprises, LLC, Pacific Northwest Fireworks, Inc., Brownstein Hyatt Farber Schreck, LLP, Albuquerque, NM 87102.

U.S. Consumer Product Safety Commission

Cheryl Falvey,
General Counsel.
Ronald G. Yelenik,
Assistant General Counsel, Office of the General Counsel.

Dated: *11/18/10*

By: _____

Michelle Faust Gillice,
Trial Attorney, Division of Compliance, Office of the General Counsel.

ATTACHMENT A—VIOLATIVE FIREWORKS

Sample No.	Model name
07–810–4038	Loyal To None.
07–810–4039	Megabanger Firecracker.
07–810–4042	One Bad Mother.
07–810–4044	One Bad Mother.
07–810–4045	Loyal To None.
07–810–4046	Megatron.
07–810–4103	Cooking with Gas.
07–810–4104	The Big Dog.
07–810–4106	One Bad Mother 16 Shot.
07–810–4111	Time Is On My Side.
07–810–4118	Loyal To None.
07–810–4119	Scorpions.
07–810–4212	Loyal To None.
07–810–4420	Megabanger Megatron.
07–810–4565	One Bad Mother.
07–810–4584	Extreme Machine.
07–810–4587	Vendicator.
07–810–4588	The Big Package.
07–810–4589	Return To Glory.
07–801–4590	One Bad Mother.
07–810–4624	Loyal To None.
07–810–4627	World Class Boom Boom.
07–810–4828	Loyal To None.
07–810–4830	Return To Glory.
07–810–4914	Catastrophic 9 Shot.
07–810–5008	Truckin Home.
07–810–5009	Professional 3 Pack.
07–810–5010	BF Assorted Cakes.
07–810–5012	Spyder, Brown Label.
07–810–5018	7 Wonders of the World.
07–810–5048	Not In My Yard.
07–810–5064	Loyal To None.
07–810–5066	Megatron.
07–810–5095	One Bad Mother.
07–810–5096	Loyal To None.
07–810–5098	Megatron.
07–810–5330	Spyder, Brown Label.
07–810–5332	Cocky.
07–810–5474	10 Ball Bang.
07–810–5475	Can You Handle It?
07–810–5476	Megabanger Megatron.
07–810–5481	One Bad Mother.
07–810–5482	Loyal To None.
07–810–5483	One Bad Mother.
07–810–5484	Loyal To None.
07–810–5490	Loyal To None.
07–810–5491	One Bad Mother.
07–810–5511	B.M.F.
07–810–5512	Big Sexy.
07–810–5514	Perfection.
07–810–5656	The Big Package.
07–810–5793	One Bad Mother.
07–810–5794	Red White & Blue Forever.
07–840–6029	Loyal To None.
07–840–6030	The Big Package.
07–840–6263	Multishot Shell.
07–840–6371	Hydrogen Bomb.
07–840–6542	Festival Balls.
07–840–6548	One Bad Mother.
07–840–6551	Premium Bottle Rocket.
07–840–6552	One Bad Mother.
07–840–6603	Loyal To None.
07–840–6681	One Bad Mother/Shell.
07–840–6682	Loyal To None/Shell.
07–840–6683	Megatron/Shell.
07–840–6737	Loyal To None.
07–840–6846	One Bad Mother.

ATTACHMENT A—VIOLATIVE FIREWORKS—Continued

Sample No.	Model name
07–840–6847	Merlin's Match.
07–840–6849	Vendicator.
07–840–6865	The Best of the Best.
07–840–6867	Flashing Thunder.
07–840–6869	Loyal To None.
07–840–6904	Loyal To None.
07–840–7267	The Big Package.
07–840–7269	One Bad Mother.
07–840–7283	One Bad Mother.
07–840–7291	One Bad Mother.
07–840–7292	Loyal To None.
07–840–7297	Instigator.
07–840–7304	Loyal To None.
07–840–7305	One Bad Mother.
07–840–7317	Saturn Missle Battery.
07–840–7319	Loyal To None.
07–840–7320	One Bad Mother.
07–840–7321	One Bad Mother.
07–840–7324	Red White & Blue Forever.
07–840–7328	Festival Balls.
07–840–7467	Loyal To None.
07–840–7468	So What Are You Looking At?
07–840–7486	Loyal To None.
07–840–7289	Whistling Chaser.
07–810–5036	Return To Glory.
07–810–5037	One Bad Mother 9 Shot.
07–810–5041	World Class Loyal To None.
07–840–6890	Grave Digger.
07–840–6891	Megabanger Megatron.
07–840–6892	Megabanger Just Bad.
07–840–7091	Loyal To None.
07–840–7197	One Bad Mother.
07–840–7207	Loyal To None.
07–840–7208	The Big Package.
07–840–7209	Jumbo Smoke Balls.
07–810–5494	Loyal To None.
07–810–5738	Loyal To None.
07–810–5739	Loyal To None.
07–810–5740	Loyal To None.
07–810–5781	So What Are You Looking At?
07–810–5782	Saturn Missle Battery.
07–810–5785	Loyal To None.
07–810–5786	The Big Dog.
07–810–5788	Extreme Machine.
07–810–5790	Loyal To None.
07–810–5791	Loyal to None.
07–810–5792	Loyal To None.
07–840–7282	Loyal To None.
07–840–7288	Loyal To None.

Order

Upon consideration of the Settlement Agreement entered into between Jake's Fireworks, Inc., Far East Imports, Inc., Wholesale Fireworks Enterprises, LLC and Pacific Northwest Fireworks, Inc., (hereinafter, "Respondents") and the staff of the United States Consumer Product Safety Commission ("Commission"), and the Commission having jurisdiction over the subject matter and over Respondents, 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 Respondents shall pay a civil penalty in the amount of one hundred thousand dollars ($100,000.00) 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 Respondents to make the foregoing payment when due, interest on the unpaid amount shall accrue and be paid by Respondents at the federal legal rate of interest set forth at 28 U.S.C. 1961(a) and (b); and it is

Further ordered, that within six (6) months of service of the Final Order, in accordance with the terms set forth in the Settlement Agreement, Respondents shall destroy at their own cost, the entire inventory of violative fireworks referenced in *Attachment A* to the Settlement Agreement. Upon the failure of Respondents to comply with the terms of destruction set forth in the Settlement Agreement, the firm agrees to pay to the United States of America, five thousand dollars in liquidated damages for each day such violation continues. The amount of liquidated damages in this paragraph shall not exceed $750,000.00 in any one calendar year;

Provisionally accepted and provisional Order issued on the *24th* day of *November* 2010.

By Order of the Commission.

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

[FR Doc. 2010–30073 Filed 11–29–10; 8:45 am]

BILLING CODE 6355–01–P

DEPARTMENT OF DEFENSE

Office of the Secretary

[Transmittal Nos. 10–24]

36(b)(1) Arms Sales Notification

AGENCY: Department of Defense, Defense Security Cooperation Agency.

ACTION: Notice.

SUMMARY: The Department of Defense is publishing the unclassified text of a section 36(b)(1) arms sales notification. This is published to fulfill the requirements of section 155 of Public Law 104–164 dated 21 July 1996.

FOR FURTHER INFORMATION CONTACT: Ms. B. English, DSCA/DBO/CFM, (703) 601–3740.

SUPPLEMENTARY INFORMATION: The following is a copy of a letter to the Speaker of the House of Representatives, Transmittals 10–24 with attached transmittal, and policy justification.

Dated: November 23, 2010.

Morgan F. Park,
Alternate OSD Federal Register Liaison Officer, Department of Defense.

BILLING CODE 5001–06–P