

28. Henry Gordy is entering into this Agreement for settlement purposes only, and it has made a business decision to avoid additional expenses and distractions related to further administrative process and litigation.

#### *Agreement of the Parties*

29. Under the CPSA, the Commission has jurisdiction over this matter and over Henry Gordy.

30. In settlement of staff's allegations, Henry Gordy shall pay a civil penalty in the amount of one million, one hundred thousand dollars (\$1,100,000.00) 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>.

31. The parties enter into this Agreement for settlement purposes only. The Agreement does not constitute an admission by Henry Gordy or a determination by the Commission, that Henry Gordy knowingly violated the CPSA or the CSPA.

32. Upon provisional acceptance of the Agreement by the Commission, 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). If the Commission does not receive any written request(s) not to accept the Agreement within fifteen (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**, in accordance with 16 CFR 1118.20(f).

33. Upon the Commission's final acceptance of the Agreement and issuance of the final Order, Henry Gordy 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 Commission's actions; (iii) a determination by the Commission of whether Henry Gordy failed to comply with the CPSA and the underlying regulations; (iv) a determination by the Commission of whether Henry Gordy failed to comply with the CSPA and the underlying regulations; (v) a statement of findings of fact and conclusions of law; and (vi) any claims under the Equal Access to Justice Act.

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

35. Henry Gordy shall comply with the provisions of the Agreement and Order.

36. The Commission issues the Order under the provisions of the CPSA, and

a violation of the Order may subject Henry Gordy to appropriate legal action.

37. 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 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.

38. 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 Henry Gordy agree that severing the provision materially affects the purpose of the Agreement and the Order. The Agreement may be signed in counterparts.

Henry Gordy International, Inc.  
Dated: September 23, 2011.

By:

David Segal,  
*President,*  
*Henry Gordy International, Inc.,*  
*P.O. Box 2769, 900 North Avenue,*  
*Plainfield, New Jersey 07062-0769, and*  
Dated: September 26, 2011.

By:

Bridget E. Calhoun,  
*Esq.,*  
*Crowell & Moring LLP,*  
*1001 Pennsylvania Ave., NW.,*  
*Washington, D.C. 20004.*

Counsel for Henry Gordy International, Inc.,  
U.S. Consumer Product Safety Commission  
Staff,

Cheryl A. Falvey,  
*General Counsel.*  
Melissa V. Hampshire,  
*Assistant General Counsel.*  
Dated: September 28, 2011.

By:

Patricia Kennedy Vieira, *Esq.,*  
*Division of Enforcement and Information,*  
*Office of the General Counsel.*

#### **Order**

Upon consideration of the Settlement Agreement entered into between Henry Gordy International, Inc., its current and/or former corporate parent(s), affiliates, successors, and/or assigns, and any and/or all current and/or former directors, officers, agents, and employees (collectively "Henry Gordy") and the U.S. Consumer Product Safety Commission ("Commission") staff, and the Commission having jurisdiction

over the subject matter and over Henry Gordy, 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 Henry Gordy shall pay a civil penalty in the amount of one million one hundred thousand dollars (\$1,100,000.00) within twenty (20) days of service of the Commission's final Order accepting the Settlement Agreement. The payment shall be made electronically to the CPSC via: <http://www.pay.gov>. Upon the failure of Henry Gordy to make the foregoing payment when due, interest on the unpaid amount shall accrue and be paid by Henry Gordy at the Federal legal rate of interest set forth at 28 U.S.C. 1961(a) and (b). (continued on next page)

Provisionally accepted and provisional Order issued on the 7th day of October, 2011.  
BY ORDER OF THE COMMISSION:

Todd A. Stevenson,  
*Secretary,*  
*U.S. Consumer Product Safety Commission.*  
[FR Doc. 2011-26662 Filed 10-13-11; 8:45 am]  
**BILLING CODE 6355-01-P**

#### **CORPORATION FOR NATIONAL AND COMMUNITY SERVICE**

##### **Sunshine Act Notice**

The Board of Directors of the Corporation for National and Community Service gives notice of the following meeting:

**DATE AND TIME:** Thursday, October 20, 2011, 10:30 a.m.–12 p.m.

**PLACE:** Corporation for National and Community Service, 1201 New York Avenue, NW., Suite 8312, Washington, DC 20525 (Please go to 10th floor reception area for escort).

**CALL-IN INFORMATION:** This meeting is available to the public through the following toll-free call-in number: 888-946-3503 conference call access code number 6754733. Any interested member of the public may call this number and listen to the meeting. Callers can expect to incur charges for calls they initiate over wireless lines, and the Corporation will not refund any incurred charges. Callers will incur no charge for calls they initiate over land-line connections to the toll-free telephone number. Replays are generally available one hour after a call ends. The toll-free phone number for the replay is 402-220-9658. The end replay date is October 27, 2011 10:59 p.m. Central Time. This meeting will also be broadcast live on the Web. Members of

the public may view proceedings by visiting <http://www.nationalservice.gov/about/newsroom/live.asp>.

**STATUS:** Open.

### Matters To Be Considered

- I. Chair's Opening Comments
- II. Consideration of Previous Meeting's Minutes
- III. CEO Report
- IV. Committee Reports:
  - a. Oversight, Governance and Audit Committee
  - b. External Relations Committee
  - c. Program, Budget and Evaluation Committee
- V. Testimony on Accomplishments Achieved Through the Social Innovation Fund
- VI. Public Comments

Members of the public who would like to comment on the business of the Board may do so in writing or in person. Individuals may submit written comments to [esamose@cns.gov](mailto:esamose@cns.gov) subject line: October 2011 CNCS Board Meeting by 12 noon on Tuesday October 18. Individuals attending the meeting in person who would like to comment will be asked to sign-in upon arrival. Comments are requested to be limited to 2 minutes.

**REASONABLE ACCOMMODATIONS:** The Corporation for National and Community Service provides reasonable accommodations to individuals with disabilities where appropriate. Anyone who needs an interpreter or other accommodation should notify Ida Green at [igreen@cns.gov](mailto:igreen@cns.gov) or 202-606-6861 by 5 p.m., Monday, October 17, 2011.

**CONTACT PERSON FOR MORE INFORMATION:** Emily Samose, Strategic Advisor for Board Engagement, Corporation for National and Community Service, 1201 New York Avenue, NW., Washington, DC 20525. *Phone:* (202) 606-7564. *Fax:* (202) 606-3460. *TTY:* (800) 833-3722. *E-mail:* [esamose@cns.gov](mailto:esamose@cns.gov).

Dated: October 12, 2011.

**Valerie Green,**  
*General Counsel.*

[FR Doc. 2011-26819 Filed 10-12-11; 4:15 pm]

**BILLING CODE 6050--SS-P**

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## DEPARTMENT OF DEFENSE

### Department of the Army

#### Draft Programmatic Environmental Impact Statement (EIS) for Modernization of Training Infrastructure at Pöhakuloa Training Area (PTA), Hawai'i

**AGENCY:** Department of the Army, DoD.

**ACTION:** Notice of Availability.

**SUMMARY:** The United States Army Pacific and United States Army Garrison, Hawai'i propose to modernize training ranges, training support infrastructure (e.g., roads and utilities), and training support facilities in the cantonment area at PTA to meet the training requirements of military units in Hawai'i. This modernization would improve the quality of training, make more efficient use of facilities at PTA and reduce a current shortfall in collective (group) live-fire training capabilities for units stationed in Hawai'i. The shortfall has been created by ranges that do not meet current Army design standards or are otherwise not resourced to train platoon and company-sized units when they deploy with their battalions and brigades to PTA to conduct semiannual training. In addition, much of the training support facilities and training support infrastructure at PTA are old, are operating beyond their useful life and do not meet current DoD design standards as defined in the Military Standard 3007 Unified Facilities Criteria and Unified Facilities Guide Specifications.

The Army provides a list of modernization projects that could be built in the reasonably foreseeable future within the Draft Programmatic EIS. The modernization list also includes requirements from the U.S. Marine Corps (another major user of PTA), with these projects being evaluated in the cumulative impacts section of the Draft Programmatic EIS. These projects are essential to support modernization of PTA, and to ensure that the Army and other users of PTA continue to have ready access to sustainable training ranges, training support infrastructure (e.g., roads and utilities), and training support facilities in the cantonment area.

The Draft Programmatic EIS specifically addresses the requirement for an Infantry Platoon Battle Area (IPBA) at PTA that would include an Infantry Platoon Battle Course (IPBC), Live-fire Shoothouse, and Military Operations on Urban Terrain (MOUT) facility. Other projects on the modernization list are not fully mature because they are still in the planning process and are not yet ready for decision. The Army plans to tier from this Draft Programmatic EIS to address those projects at a time when design alternatives are ready for decision. The IPBA is the only modernization project ready for decision presently.

**DATES:** The public comment period will end 45 days after publication of the notice of availability in the **Federal**

**Register** by the U.S. Environmental Protection Agency.

**ADDRESSES:** Written comments may be addressed to PTA PEIS, P.O. Box 514, Honolulu, HI 96809; facsimiles may be sent to (808) 545-6808; and emails may be addressed to [PTAPEIS@bah.com](mailto:PTAPEIS@bah.com).

**FOR FURTHER INFORMATION CONTACT:** USAG-HI Public Affairs Office by phone at (808) 656-3152 Monday through Friday 9 a.m. to 5 p.m. HST.

**SUPPLEMENTARY INFORMATION:** The Army examined the potential environmental impacts from siting and operating the IPBA at either the Western Range Area of PTA (preferred alternative), Charlie's Circle, or near the southwest side of Range 20; or to not build and operate the IPBA at all.

An IPBC is used to train and test infantry platoons, either mounted or dismounted, on the skills necessary to conduct tactical movement techniques, and to detect, identify, engage, and defeat stationary and moving infantry and armor targets in a tactical array. The Live-fire Shoothouse provides Army unit leaders with a facility to train and evaluate the unit during a live-fire exercise. The MOUT facility includes the construction or placement of approximately 24 modular structures to replicate small villages for units to complete training tasks in an urban/semi-urban operating environment.

Each proposed IPBA location would be sited within the existing impact area at PTA. For all alternatives (with the exception of No Action), the IPBA would be available 242 training days per year.

Some of the major potential impacts discussed for the proposed IPBA are associated with the possible effects to air quality, historic resources, and threatened and endangered species; encountering munitions and explosives of concern; and igniting wildfires. The Army is formally consulting with the Hawai'i State Historic Preservation Division and other consulting parties, and the U.S. Fish and Wildlife Service to determine the extent of impacts to cultural and biological resources, respectively.

The other range-related modernization projects would have impacts similar to the IPBA; and, in addition, adverse construction-related impacts are possible in the cantonment area related to air quality, stormwater, and noise. The Army will examine all of these potential impacts more thoroughly in future project-specific National Environmental Policy Act documents.

Copies of the Draft Programmatic EIS are available at the following libraries: