

modification, or curtailment of a species' habitat or range; (B) overutilization for commercial, recreational, scientific or educational purposes; (C) disease or predation; (D) the inadequacy of existing regulatory mechanisms; and (E) other natural or man-made factors affecting the species' continued existence. These may or may not still be limiting recovery when in the future NMFS reevaluates the status of the species to determine whether the protections of the ESA are no longer warranted and the species could be "delisted." In its Final Supplement to the Shared Strategy Plan, NMFS provides specific criteria for each of the relevant listing/delisting factors to help ensure that underlying causes of decline have been addressed and mitigated prior to considering the species for delisting.

#### Site-Specific Actions

The Recovery Plan recognizes that recovery actions must be implemented at both the regional, or ESU, and watershed, or population, levels, and it proposes both types of site specific actions. Watershed-level actions are detailed in the individual watershed plans contained in Volume II of the Shared Strategy Plan, and regional actions are described in Volume I. The Recovery Plan states that recovery will depend on integrating actions that address habitat (including hydropower effects), harvest, and hatchery operations. An adaptive management program is under development in coordination with NMFS and regional stakeholders involved in implementation of the Recovery Plan.

#### Time and Cost Estimates

The ESA section 4(f)(1) requires that a recovery plan include "estimates of the time required and the cost to carry out those measures needed to achieve the Plan's goal and to achieve intermediate steps toward that goal" (16 U.S.C. 1533[f](1)). The Shared Strategy Plan estimates that recovery of Puget Sound Chinook salmon will take "several decades," or 50 to 100 years. Chapter 8 of the Shared Strategy Plan summarizes cost estimates for the measures needed to achieve the plan's goal and to achieve intermediate steps toward that goal. The Shared Strategy Plan (Volume I and the individual watershed chapters in Volume II) provides cost estimates to carry out specific recovery actions for the first 10 years of plan implementation, as well as cost estimates for programs that span multiple watersheds: hatchery improvements, nearshore and marine habitat protection and restoration, and incentive programs for habitat

restoration and conservation on farm and small forest lands. The total cost is estimated at an average of \$120 million per year for the first 10 years. Implementing this first phase is expected to result in improved conditions for all Puget Sound Chinook populations and to put the ESU on a trajectory toward recovery.

NMFS supports the policy determination to focus on the first 10 years of implementation, with the proviso that before the end of this first implementation period, specific actions and costs to achieve long-term goals will be estimated for subsequent years, to proceed until a determination is made that listing is no longer necessary. NMFS agrees that 10 years is a reasonable period of time during which to implement and evaluate the actions identified in the Recovery Plan. NMFS strongly supports the Shared Strategy Plan's intention to conduct additional economic analyses through the adaptive management process over time and to use these in realigning priorities as appropriate.

#### Conclusion

NMFS concludes that the Recovery Plan meets the requirements of ESA section 4(f) and thus is adopting it as the Recovery Plan for Puget Sound Chinook Salmon.

#### Literature Cited

McElhany, P., M.H. Ruckelshaus, M.J. Ford, T.C. Wainwright, and E.P. Bjorkstedt. 2000. Viable salmon populations and the recovery of evolutionarily significant units. U.S. Dept. of Commerce, NOAA Tech. Memo., NMFS-NWFSC-42, 156p.  
Ruckelshaus, M.H., K. Currens, R. Furstenberg, W. Graeber, K. Rawson, N.J. Sands, and K.J. Scott. 2002. Planning ranges and preliminary guideline for the delisting and recovery of the Puget Sound Chinook salmon Evolutionarily Significant Unit. Puget Sound Technical Recovery Team.

**Authority:** 16 U.S.C. 1531 *et seq.*

Dated: January 10, 2007.

**Angela Somma,**

*Chief, Endangered Species Division, Office of Protected Resources, National Marine Fisheries Service.*

[FR Doc. E7-810 Filed 1-18-07; 8:45 am]

**BILLING CODE 3510-22-S**

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#### COMMODITY FUTURES TRADING

##### Sunshine Act Meeting

**TIME AND DATE:** 11 a.m., Friday, February 2, 2007.

**PLACE:** 1155 21st St., NW., Washington, DC, 9th Floor Commission Conference Room.

**STATUS:** Closed.

**MATTERS TO BE CONSIDERED:** Surveillance Matters.

**CONTACT PERSON FOR MORE INFORMATION:** Eileen A. Donovan, 202-418-5100.

**Eileen A. Donovan,**

*Acting Secretary of the Commission.*

[FR Doc. 07-225 Filed 1-17-07; 11:27 am]

**BILLING CODE 6351-01-M**

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#### COMMODITY FUTURES TRADING

##### Sunshine Act Meetings

**TIME AND DATE:** 11 a.m., Friday, February 9, 2007.

**PLACE:** 1155 21st St., NW., Washington, DC, 9th Floor Commission Conference Room.

**STATUS:** Closed.

**MATTERS TO BE CONSIDERED:** Surveillance Matters.

**CONTACT PERSON FOR MORE INFORMATION:** Eileen A. Donovan, 202-418-5100.

**Eileen A. Donovan,**

*Acting Secretary of the Commission.*

[FR Doc. 07-226 Filed 1-17-07; 11:27 am]

**BILLING CODE 6351-01-M**

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#### COMMODITY FUTURES TRADING

##### Sunshine Act Meetings

**TIME AND DATE:** 11 a.m., Friday, February 16, 2007.

**PLACE:** 1155 21st St., NW., Washington, DC, 9th Floor Commission Conference Room.

**STATUS:** Closed.

**MATTERS TO BE CONSIDERED:** Enforcement Matters.

**CONTACT PERSON FOR MORE INFORMATION:** Eileen A. Donovan, 202-418-5100.

**Eileen A. Donovan,**

*Acting Secretary of the Commission.*

[FR Doc. 07-227 Filed 1-17-07; 11:27 am]

**BILLING CODE 6351-01-M**

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#### COMMODITY FUTURES TRADING COMMISSION

##### Sunshine Act Meetings

**TIME AND DATE:** 11 a.m., Friday, February 23, 2007.

**PLACE:** 1155 21st St., NW., Washington, DC, 9th Floor Commission Conference Room.

**STATUS:** Closed.

**MATTERS TO BE CONSIDERED:** Surveillance Matters.

**CONTACT PERSON FOR MORE INFORMATION:** Eileen A. Donovan, 202-418-5100.

**Eileen A. Donovan,**

*Acting Secretary of the Commission.*

[FR Doc. 07-228 Filed 1-17-07; 11:27 am]

**BILLING CODE 6351-01-M**

## CONSUMER PRODUCT SAFETY COMMISSION

[CPSC Docket No. 07-C0002]

### Nexgrill Industries, 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 Nexgrill Industries, Inc., a corporation, containing a civil penalty of \$300,000.

**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 February 5, 2007.

**ADDRESSES:** Persons wishing to comment on this Settlement Agreement should send written comments to the Comment 07-C0002, Office of the Secretary, Consumer Product Safety Commission, 4330 East West Highway, Room 502, Bethesda, Maryland 20814-4408.

**FOR FURTHER INFORMATION CONTACT:** Dennis C. Kacoyanis, Trial Attorney, Office of Compliance and Field Operations, 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: January 16, 2007.

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

### In the Matter of Nexgrill Industries, Inc., a Corporation

#### I. 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 Nexgrill Industries, Inc. ("Nexgrill"), 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.

#### II. The Parties

2. The Commission is an independent Federal regulatory agency responsible for the enforcement of the CPSA, 15 U.S.C. 2051-2084.

3. Nexgrill is a corporation organized and existing under the laws of the State of California with its principal corporate office located at 280 Machlin Ct., Walnut, CA 91789. Nexgrill is a manufacturer of gas grills, patio heaters, outdoor fire pits, and kitchen food prep carts.

#### III. Allegations of the Staff

4. Between December 2003 and March 2005, Nexgrill manufactured and sold nationwide approximately 16,000 Nexgrill Gas Grills ("gas grills"), Model Number 720-0025.

5. The gas grills are "consumer products" and, at the times relevant herein, Nexgrill was a "manufacturer" of those consumer products, which were "distributed in commerce," as those terms are defined in sections 3(a)(1), (4), (11), and (12) of the CPSA, 15 U.S.C. 2052(a)(1), (4), (11), and (12).

6. Between April 2004 and October 2005, Nexgrill received 20 reports of gas grill fires, including three reports of minor burn injuries.

7. Although Nexgrill obtained sufficient information to support the conclusion that the gas grills contained a defect which could create a substantial product hazard, or created an unreasonable risk of serious injury or death at least 10 months before reporting, 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).

8. By failing to furnish information as required by section 15(b) of the CPSA, 15 U.S.C. 2064(b), Nexgrill 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).

9. Pursuant to section 20 of the CPSA, 15 U.S.C. 2069, Nexgrill is subject to civil penalties for its failure to make a timely report under section 15(b) of the CPSA, 15 U.S.C. 2064(b).

#### IV. Nexgrill's Response

10. Nexgrill denies the staff's allegations that it violated the CPSA as set forth in paragraphs 4 through 9 above.

11. Nexgrill enters into this Settlement Agreement to resolve the staff's allegations without the time and expense of litigation. By agreeing to this settlement, Nexgrill does not admit any of the staff's allegations of any fault, liability, or statutory or regulatory violation.

12. Nexgrill voluntarily, and without the Commission or the staff having first requested information from Nexgrill, reported the above matter under section 15(b) of the CPSA, 15 U.S.C. 2064(b) and offered to implement a voluntary corrective action that was accepted by the staff.

#### V. Agreement of the Parties

13. The Commission has jurisdiction over this matter and over Nexgrill under the Consumer Product Safety Act, 15 U.S.C. 2051-2084.

14. In settlement of the staff's allegations, Nexgrill agrees to pay a civil penalty in the amount of \$300,000.00 as set forth in the attached incorporated Order.

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

16. Upon provisional acceptance of this Agreement 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 procedures 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 calendar days, the Agreement will be deemed finally accepted on the 16th calendar day after the date it is published in the **Federal Register**.

17. Upon final acceptance of the Agreement by the Commission and issuance of the Final Order, Nexgrill 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 Nexgrill failed to comply with the CPSA and the underlying regulations; (iv) a statement of findings of fact or conclusions of law; and (v) any