

currently due no later than March 2, 2001.

Extension of Time Limits for Preliminary Results

Due to the number of companies and complexity of the issues, it is not practicable to complete this review within the originally anticipated time limit (i.e., March 2, 2001). See Memorandum from Team to Richard W. Moreland, "Extension of Time Limit for Preliminary Results," dated, February 20, 2001. Therefore, the Department of Commerce is extending the time limit for completion of the preliminary results to not later than June 29, 2001, in accordance with section 751(a)(3)(A) of the Act.

We are issuing and publishing this notice in accordance with sections 751(a)(1) and 777(i)(1) of the Act.

Dated: February 20, 2001.

Richard W. Moreland,

Deputy Assistant Secretary for AD/CVD Enforcement.

[FR Doc. 01-4660 Filed 2-23-01; 8:45 am]

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CONSUMER PRODUCT SAFETY COMMISSION

[CPSC Docket No. 01-C0005]

The West Bend Company, a Subsidiary of Illinois Tool Works, 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. Published below is a provisionally-accepted Settlement Agreement with The West Bend Company, A Subsidiary of Illinois Tool Works, Inc., containing a civil penalty of \$225,000.

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 March 13, 2001.

ADDRESSES: Persons wishing to comment on this Settlement Agreement should send written comments to the Comment 01-C0005, Office of the Secretary, Consumer Product Safety Commission, Washington, D.C. 20207.

FOR FURTHER INFORMATION CONTACT: Jimmie L. Williams, Trial Attorney,

Office of Compliance and Enforcement, Consumer Product Safety Commission, Washington, D.C. 20207; telephone (301) 504-0626, 1376.

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

Dated: February 20, 2001.

Sadye E. Dunn,

Secretary.

Settlement Agreement and Order

1. The West Bend Company ("West Bend"), a Subsidiary of Illinois Tool Works, Inc. enters into this Settlement Agreement and Order with the staff ("the staff") of the U.S. Consumer Product Safety Commission ("the Commission") in accordance with 16 CFR Part 1118, section 20 of the Commission's Procedures for Investigations, Inspections, and Inquiries under the Consumer Product Safety Act ("CPSA").

I. 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. West Bend is a subsidiary of Illinois Tool Works, a corporation organized and existing under the laws of the State of Delaware. West Bend's principal offices are located at 400 Washington Street, West Bend, Wisconsin 53095.

II. Staff Allegations

4. Between May, 1997 and December, 1998, West Bend manufactured and sold approximately 16,004 120 volt model 10120 water distillers. These units were manufactured for sale to several companies, who sold the product under their private labels, and to distributors both inside and outside of the United States. These water distillers were then sold to consumers throughout the U.S. for use in or around households or residences. Therefore, West Bend is a "manufacturer" of a "consumer product" "distributed in commerce" pursuant to 15 U.S.C. 2052(a)(1), (4) and (11).

5. The water distiller consists of three pieces: a main housing, a boiling chamber and a depository tank. The boiling chamber is filled with water, and the consumer pushes a button to turn the product on. The main housing then heats up the water, and directs the residual steam through condensing coils. A motor, which sits on top of the distiller, activates and operates a cooling fan that blows over the condensing coils. The water then condenses and drips into the depository

tank. The total time for distilling one gallon of water is four hours.

6. A defect within the water distiller's motor made the unit susceptible to voltage surges. When subjected to these surges, the motor produced electrical arcs and would catch on fire. The resultant motor fire would destroy the water distiller, and presented a fire hazard to the consumer.

7. In November, 1998, West Bend learned from its regional distributor that two (2) of its water distillers failed in Taiwan. The consumers reported hearing explosive and popping sounds, and observed flames and smoke coming out of the top of the product. The fires then spread to surrounding combustibles, and damaged the consumers' homes. The regional distributor informed West Bend that he suspected that the motor burned and was the source of the fires.

8. In December, 1998, West Bend contracted with an outside consultant to help it determine the cause of their failures, and received the failed Taiwan unit in Wisconsin. In the interim, West Bend elected to place a fuse in line with the motor circuit, and made the housing material more flame retardant. Upon its initial examination of the failed Taiwan units, West Bend preliminarily opined that voltage surges were causing the product's motor to fail.

9. In January, 1999, West Bend learned of a third water distiller failure in Taiwan in which the unit was reported to have melted. The following day West Bend's General Counsel sent a letter to the Hong Kong counsel of the motor manufacturer, and notified him of West Bend's intent to seek indemnification for the above incidents.

10. On February 1, 1999, the West Bend consultant arranged for the first tests to be conducted on sample water distiller motors. These voltage surge tests were run on February 11, 1999, and reproduced the failure scenario. On February 22, 1999, West Bend's consultant inquired about the "need to determine whether a recall is required." IN April, 1999, West Bend elected to recall the water distillers sold in Taiwan. On April 30, 1999, West Bend's consultant reported that the motors were susceptible to voltage surges, and could fail in catastrophic fashion. Between April, 1999 and August, 1999, six (6) similar water distiller failures occurred in the United States. Again, the fires spread outside of the product, and damaged the consumers' homes. The above information reasonably supported the conclusion that the product contained a defect that could create a substantial product hazard.

11. On August 20, 1999, West Bend notified the Commission about the water distillers.

12. West Bend failed to report to the Commission in a timely manner as required by Section 15(b) of the CPSA, 15 U.S.C. 2064(b). A failure to furnish information under section 15(b) of the CPSA is a prohibited act under 15 U.S.C. 2067(a)(4). West Bend "knowingly" failed to report, as that term is defined in 15 U.S.C. 2069(d), and is subject to a civil penalty, pursuant to 15 U.S.C. 2069(a)(1).

III. Response of West Bend

13. West Bend denies all of the allegations of the staff and in particular denies that it violated the reporting requirements of Section 15(b) of the CPSA, 15 U.S.C. 2064(b) or 16 CFR Part 1115. West Bend believes that it has demonstrated to the Commission that it investigated and dealt with product failures promptly and responsibly and that it reasonably relied on expert consultant advice that the product failures were due to conditions highly unlikely to occur in the United States. In settling this matter, West Bend does not admit any fault, liability or statutory or regulatory violation.

14. West Bend contends that the motor manufacturer improperly assembled some of the cooling motors, making the unit susceptible to voltage surges and causing the motors to fail unsafely. These surges and failures could cause the motor and housing to ignite, presenting a fire hazard to the consumer. West Bend and the motor manufacturer are currently in litigation. See *The West Bend Company v. Chiaphua Components Ltd., Case No. 00-C-0617, Eastern District of Wisconsin*.

IV. Agreement of the Parties

15. The Commission has jurisdiction over this matter under the Consumer Product Safety Act (CPSA), 15 U.S.C. 2051 *et seq.*

16. West Bend knowingly, voluntarily and completely waives any rights it may have to:

a. The issuance of a complaint in this matter.

b. an administrative or judicial hearing with respect to the staff allegations discussed in paragraphs 4 through 12 above;

c. judicial review or other challenge or contest of the validity of the Commission's Order;

d. a determination by the Commission as to whether a violation of section 15(b) of the CPSA, 15 U.S.C. 2064(b) has occurred;

e. a statement to findings of fact and conclusion of law with regard to the staff allegations; and

f. to any claims under The Equal Access to Justice Act.

17. Upon provisional acceptance of this Settlement Agreement and order by the Commission, this Settlement Agreement and Order shall be placed on the public records and shall be published in the **Federal Register** in accordance with 16 CFR 1118.20.

18. The Settlement Agreement and Order becomes effective upon final acceptance by the Commission and service of the Final Order upon West Bend.

19. Upon final acceptance of this Settlement Agreement by the Commission, West Bend agrees to pay to the United States Treasury a civil penalty in the amount of Two Hundreds and Twenty Five Thousands Dollars (\$225,000.00) within ten calendar days after receipt of service of the Final Order, in settlement of the allegations in paragraphs four through twelve above.

20. West Bend agrees to entry of the attached Order, which is incorporated herein by reference, and to be bound by its terms.

21. This Settlement Agreement and Order are entered into for settlement purposes only and shall not constitute a determination or admission of any fault, liability or statutory or regulatory violation.

22. The Commission's Order in this matter is issued under the provisions of the CPSA, 15 U.S.C. 2051, *et seq.*, and 16 CFR 1118.20, and a violation of this Order may subject West Bend to appropriate legal action.

23. This Settlement Agreement and Order is binding upon and shall inure to the benefit of West Bend, its agents, representatives and employees, and West Bend's corporate parents, assigns or successors.

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

25. For the purposes of section 6(b) of the CPSA, 15 U.S.C. 2055(b), this matter shall be treated as if a complaint had been issued, and the Commission may publicize the terms of the Settlement Agreement and Order.

Dated: January 22, 2001.

The West Bend Company.

Neil Halvorson, Esq.,
General Counsel.

Dated: January 24, 2001.

U.S. Consumer Product Safety Commission.
Alan H. Schoem,
Assistant Executive Director, Office of the Compliance.

Eric L. Stone,
Director, Legal Division, Office of Compliance.

Jimmie L. Williams, Jr.,
Trial Attorney, Legal Division, Office of Compliance.

Order

Upon consideration of the Settlement Agreement entered into between the West Bend Company, a Subsidiary of Illinois Tool Works, Inc., and the staff of the U.S. Consumer Product Safety Commission; and the Commission having jurisdiction over the subject matter and The West Bend Company, and it appearing that the Settlement Agreement and Order is in the public interest, it is

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

Further Ordered, that upon final acceptance of the Settlement Agreement and Final Order, The West Bend Company shall pay the Commission a civil penalty in the amount of Two Hundreds and Twenty Five Thousand Dollars (\$225,000.00) within 10 calendar days after service of this Final Order upon The West Bend Company.

Provisionally accepted and Provisional Order issued on the 20th day of January, 2001.

By Order of the Commission.

Sadye E. Dunn,

Secretary,

U.S. Consumer Product Safety Commission.

[FR Doc. 01-4559 Filed 2-23-01; 8:45 am]

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DEPARTMENT OF DEFENSE

Department of the Air Force

Record of Decision (ROD) for Joint Use of Airfield Facilities at Kelly Air Force Base (AFB), Texas

AGENCY: Department of the Air Force, DoD.

ACTION: Notice.

SUMMARY: On December 14, 2000, the Air Force signed the ROD for Joint Use of Airfield Facilities at Kelly AFB, Texas.

The Defense Base Closure and Realignment Act requires compliance with the National Environmental Policy Act (NEPA) in implementing base closures and realignments for property disposal (10 U.S.C. 2687 note). The Air