

2001) and Presidential Proclamation 7912 (June 29, 2005), the President authorized CITA to consult with beneficiary sub-Saharan African countries and to determine which, if any, particular textile and apparel goods shall be treated as being handloomed, handmade, folklore articles, or ethnic printed fabrics. (66 FR 7271-72 and 70 FR 37959, 37961 & 63)

In a letter to the Commissioner of Customs dated January 18, 2001, the United States Trade Representative directed Customs to require that importers provide an appropriate export visa from a beneficiary sub-Saharan African country to obtain preferential treatment under section 112(a) of the AGOA (66 FR 7837). The first digit of the visa number corresponds to one of nine groupings of textile and apparel products that are eligible for preferential tariff treatment. Grouping "9" is reserved for handmade, handloomed, folklore articles, or ethnic printed fabrics.

CITA has consulted with Tanzanian authorities and has previously determined that handloomed fabrics, handloomed articles (e.g., handloomed rugs, scarves, place mats, and tablecloths), handmade articles made from handloomed fabrics, and certain folklore articles are eligible for preferential treatment (69 FR 54268). This directive expands Tanzania's existing Category 9 treatment to include certain ethnic printed fabrics described in Annex A to this notice, if produced in and exported from Tanzania. These goods are eligible for preferential tariff treatment under section 112(a) of the AGOA, as amended. In the letter published below, CITA directs the Commissioner of Customs and Border Protection to allow duty-free entry of such products under U.S. Harmonized Tariff Schedule subheading 9819.11.27 if accompanied by an appropriate AGOA visa in grouping "9".

**Philip J. Martello,**

*Acting Chairman, Committee for the Implementation of Textile Agreements.*

**Committee for the Implementation of Textile Agreements**

December 18, 2006.

Commissioner,  
Bureau of Customs and Border Protection,  
Washington, DC 20229.

Dear Commissioner: The Committee for the Implementation of Textiles Agreements ("CITA"), pursuant to Sections 112(a) and (b)(6) of the African Growth and Opportunity Act (Title I of the Trade and Development Act of 2000, Pub. L. No. 106-200) ("AGOA"), as amended by Section 7(c) of the AGOA Acceleration Act of 2004 (Pub. L. 108-274) ("AGOA Acceleration Act") (19 U.S.C. § 3721(a) and (b)(6)), Executive Order No.

13191 of January 17, 2001, and Presidential Proclamation 7912 of June 29, 2005, has determined, effective on January 10, 2007, that ethnic printed fabrics described in Annex A are eligible for duty-free treatment only if entered under subheading 9819.11.27 and accompanied by a properly completed visa for product grouping "9", in accordance with the provisions of the Visa Arrangement between the Government of the United Republic of Tanzania and the Government of the United States Concerning Textile and Apparel Articles Claiming Preferential Tariff Treatment under Section 112 of the Trade and Development Act of 2000. After further consultations with Tanzanian authorities, CITA may determine that additional textile and apparel goods shall be treated as folklore articles or ethnic printed fabrics.

Sincerely,

Philip J. Martello,

*Acting Chairman, Committee for the Implementation of Textile Agreements.*

**ANNEX A: Tanzanian Ethnic Printed Fabrics: the Khanga**

Each Khanga must meet all of the criteria listed below:

- A) selvedge on both edges
- B) width of less than 50 inches
- C) classifiable under subheading 5208.52.30 <sup>1</sup> or 5208.52.40 <sup>2</sup> of the Harmonized Tariff Schedule of the United States
- D) contains designs, symbols, and other characteristics of African prints normally produced for and sold in Africa by the piece (each fixed length measures approximately 3.35 meters long by 1.15 meters wide).
- E) each design contains a two matching panels with center motifs, matching borders, and wording representing a saying in Swahili or other language. These panels are sold in a pair.
- F) made from fabric woven in the U.S. using U.S. yarn or woven in one or more eligible sub-Saharan beneficiary countries using U.S or African yarn
- G) printed, including waxed, in one or more eligible sub-Saharan beneficiary countries
- H) must be manufactured by one of the companies listed below:
  - i. Urafiki - Tanzania China Friendship Textile Factory
  - ii. Karibu Textile Mills
  - iii. Lakhani Industries
  - iv. Nida Industries (Formerly Sunguralex)
  - v. African Pride
  - vi. Morogoro Polyester
  - vii. Mohamed Enterprises (Formerly Seifee Industry)
  - viii. Musoma Textile Factory
  - ix. Mwanza Textile Factory

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<sup>1</sup> printed plain weave fabrics of cotton, 85% or more cotton by weight, weighing over 100g/m<sup>2</sup> but not more than 200 g/m<sup>2</sup>, of yarn number 42 or lower

<sup>2</sup> printed plain weave fabrics of cotton, 85% or more cotton by weight, weighing over 100g/m<sup>2</sup> but not more than 200g/m<sup>2</sup>, of yarn numbers 43-68

**CONSUMER PRODUCT SAFETY COMMISSION**

[CPSA Docket No. 07-C0001]

**Black Dog Tavern Company, 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 Black Dog Tavern Company, Inc., containing a civil penalty of \$50,000.

**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 January 10, 2007.

**ADDRESSES:** Persons wishing to comment on this Settlement Agreement should send written comments to the Comment 07-C0001, Office of the Secretary, Consumer Product Safety Commission, Washington, DC 20207.

**FOR FURTHER INFORMATION CONTACT:** Seth B. Popkin, Trial Attorney, Office of Compliance, Consumer Product Safety Commission, Washington, DC 20207; telephone (301) 504-7612.

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

Dated: December 18, 2006.

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

**Settlement Agreement and Order**

1. In accordance with 16 CFR 1118.20, Black Dog Tavern Company, Inc. ("BDT") and the staff ("Staff") of the United States Consumer Product Safety Commission ("Commission") enter into this Settlement Agreement ("Agreement"). The Agreement and the incorporated attached ("Order") settle the Staff's allegations set forth below.

**Parties**

2. The Commission in an independent federal regulatory agency established pursuant to, and responsible for the enforcement of, the Consumer Product Safety Act, 15 U.S.C. 2051-2084 ("CPSA").

3. BDT is a corporation organized and existing under the laws of Massachusetts, with its principal offices located in Vineyard Haven,

Massachusetts. At all times relevant hereto, BDT sold apparel and accessories.

#### Staff Allegations

4. From May 2004 through January 2006, BDT sold approximately 9,700 children's hooded sweatshirts with drawstrings through the hoods, style numbers K086, K088, K090, K062, and K0639 ("Drawstring Sweatshirts").

5. The Drawstring Sweatshirts are "consumer product(s)," and, at all times relevant hereto, BDT was a "retailer" of those consumer product(s), which were "distributed in commerce," as those terms are defined in CPSA sections 3(a)(1), (6), (11), and (12), 15 U.S.C. 2052(a)(1), (6), (11), and (12).

6. Although BDT reported no incidents or injuries from the Drawstring Sweatshirts, the Drawstring Sweatshirts did not meet ASTM F1816-97 and posed a strangulation hazard to children.

7. On February 15, 2006, the Commission and BDT announced a recall of the Drawstring Sweatshirts, informing consumers that they should immediately remove the drawstrings to eliminate the hazard. The recall plan, in part, required BDT to remove the drawstrings from the 7,326 Drawstring Sweatshirts in its inventory.

8. On May 19, 2006, the Commission posted on its website a letter from the Commission's Director of the Office of Compliance to manufacturers, importers, and retailers of children's upper outerwear. The letter urged them to make certain that all children's upper outerwear sold in the Untied States complies with the ASTM standard. The letter stated that the Staff considers children's upper outerwear with drawstrings at the hood or neck area to be defective and to present a substantial risk of injury to young children under Federal Hazardous Substances Act ("FHSA") section 15(c), 15 U.S.C. 1274(c). The letter also noted the CPSA's section 15(b) reporting requirements.

9. On August 29, 2006, CPSC investigators listed two BDT stores, observed a total of 12 Drawstring Sweatshirts for sale, and purchased a total of three Drawstring Sweatshirts.

10. BDT's distribution in commerce of the Drawstring Sweatshirts through August 2006 failed to abide by the February 2006 corrective action plan and recall, the ASTM standard, and the staff's May 2006 defect notice.

11. BDT has presumed and actual knowledge that the Drawstring Sweatshirts distributed and sold after the recall posed a strangulation hazard and presented a substantial risk of

injury to children under FHSA section 15(c)(1), 15 U.S.C. 1274(c)(1). BDT had obtained information that reasonably supported the conclusion that the Drawstring Sweatshirts distributed and sold after the recall contained a defect that could create a substantial product hazard or that they created an unreasonable risk of serious injury or death. CPSA sections 15(b)(2) and (3), 15 U.S.C. 2064(b)(2) and (3), required BDT to immediately inform the Commission of the defect and risk.

12. BDT did not report to the Commission regarding the post-recall distribution and sale of the Drawstring Sweatshirts until after the Staff informed BDT of the CPSC's August 29, 2006 purchase of the Drawstring Sweatshirts. BDT thereby failed to immediately inform the Commission as required by CPSA sections 15(b)(2) and (3), 15 U.S.C. 2064(b)(2) and (3). This failure violated CPSA section 19(a)(4), 15 U.S.C. 2068(a)(4).

13. BDT knowingly failed to immediately inform the Commission of the defect and risk posed by the post-recall distribution and sale of the Drawstring Sweatshirts, as the term "knowingly" is defined in CPSA section 20(d), 15 U.S.C. 2069(d). Pursuant to CPSA section 20, 15 U.S.C. 2069, this failure subjected BDT to civil penalties.

#### BDT Response

14. BDT denies the Staff's allegations set forth above that BDT knowingly violated the CPSA.

#### Agreement of the Parties

15. Under the CPSA, the Commission has jurisdiction over this matter and over BDT.

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

17. In settlement of the Staff's allegations, BDT shall pay a civil penalty in the amount of fifty thousand dollars (\$50,000.00). The civil penalty shall be paid in four (4) installments as follows: \$12,500.00 shall be paid within twenty (20) calendar days of service of the Commission's final Order accepting the Agreement; \$12,500.00 shall be paid on or before the six-month anniversary of service of the Commission's final Order accepting the Agreement; \$12,500.00 shall be paid on or before the one-year anniversary of service of the Commission's final Order accepting the Agreement; and \$12,500.00 shall be paid on or before the eighteen-month anniversary of service of the Commission's final Order accepting the

Agreement. Each payment shall be by check payable to the order of the United States Treasury.

18. 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). 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**.

19. Upon the Commission's final acceptance of the Agreement and issuance of the final Order, BDT 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 BDT 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.

20. The commission may publicize the terms of the Agreement and Order.

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

22. The Commission issues the Order under the provisions of the CPSA, and violation of the Order may subject BDT to appropriate legal action.

23. 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.

24. If after the effective date hereof, 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 BDT agree that severing the provision materially affects the purpose of the Agreement and Order.

Black Dog Tavern Company, Inc.

Dated: December 1, 2006.

Robert S. Douglas, Sr.,  
President, Black Dog Tavern Company, Inc.,  
P.O. Box 2219, Beach Street Extension,  
Vineyard Haven, MA 02568.

Dated: November 20, 2006.

Counsel for Black Dog Tavern Company, Inc.  
Michael J. Gidding, Esq.,  
Brown & Gidding, PC, 3201 New Mexico  
Avenue, NW., Washington, DC 20016.

U.S. Consumer Product Safety Commission  
Staff.

J. Gibson Mullan,  
Assistant Executive Director, Office of  
Compliance and Field Operations.

Ronald G. Yelenik,  
Acting Director, Legal Division, Office of  
Compliance and Field Operations.

Dated: December 6, 2006.

Seth B. Popkin,  
Trial Attorney, Legal Division, Office of  
Compliance and Field Operations.

### Order

Upon consideration of the Settlement Agreement entered into between Black Dog Tavern Company, Inc. ("BDT") and the U.S. Consumer Product Safety Commission ("Commission") staff, and the Commission having jurisdiction over the subject matter and over BDT, 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 BDT shall pay a civil penalty in the amount of fifty thousand dollars (\$50,000.00). The civil penalty shall be paid in four (4) installments as follows: \$12,500.00 shall be paid within twenty (20) calendar days of service of the final Order upon BDT; \$12,500.00 shall be paid on or before the six-month anniversary of service of the final Order upon BDT; \$12,500.00 shall be paid on or before the one-year anniversary of service of the final Order upon BDT; and \$12,500.00 shall be paid on or before the eighteen-month anniversary of service of the final Order upon BDT. The payment shall be made by check payable to the order of the United States Treasury. Upon the failure of BDT to make any of the foregoing payments when due, interest on the unpaid amount shall accrue and be paid by BDT 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 18th day of December, 2006.

By Order of the Commission.

**Todd A. Stevenson,**

Secretary, U.S. Consumer Product Safety  
Commission.

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**BILLING CODE 6355-01-M**

## DEPARTMENT OF DEFENSE

### Department of the Army; Corps of Engineers

#### Intent To Prepare a Draft Environmental Impact Statement for Navigation Improvements and Airport, Little Diomed Island, AK

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

**ACTION:** Notice of intent.

**SUMMARY:** The U.S. Army Engineer District, Alaska, intends to prepare a Draft Environmental Impact Statement (DEIS) to evaluate the feasibility of a small boat harbor and, in collaboration with other agencies, opportunities for economic development and air transportation capability for the community of Little Diomed Island, AK. Ignaluk on Little Diomed Island, population 170, is a coastal community on the west side of Little Diomed Island, approximately 135 miles northwest of Nome. The community of Wales on the mainland is 27 miles from Little Diomed Island. Big Diomed Island, Russia, is 2 miles west of Little Diomed Island.

The community of Ignaluk is a small and very remote community in the Bering Sea. Transportation to Little Diomed is by air or sea. Due to the normal severe weather and sea conditions, any method of travel can be risky. A landing strip constructed on sea ice in the winter provides fixed-wing airplane access approximately 3 months of the year. Helicopters and boats are used during summer. High waves and rocky shores often make landing by boat difficult. A constant wind blows 15 knots with gusts up to 80 knots. Cloudy skies and fog are prevalent in the summer. There is no scheduled cargo ship schedule, and only barges and landing craft come close to the island; few actually land. There is weekly mail delivery by helicopter. Transportation of goods and services is expensive and medical evacuation is very difficult. The lack of access is a barrier to the economic future of the community and could force relocation of the entire community to the mainland. The draft EIS would also study any multi-use value of the airport and boat harbor

projects for coastal storm damage reduction.

The DEIS will determine whether Federal action is warranted and will define alternative actions for Congressional consideration.

#### FOR FURTHER INFORMATION CONTACT:

Lizette Boyer (907) 753-2637, Alaska District, U.S. Army Corps of Engineers, Environmental Resources Section (CEPOA-EN-CW-ER), P.O. Box 6898, Elmendorf AFB, AK 99506-0898.

E-mail:

*Lizette.P.Boyer@poa02.usace.army.mil.*

**SUPPLEMENTARY INFORMATION:** This study is authorized under the Rivers and Harbors Act. The people of Little Diomed Island have lived on the Bering Sea coast for at least 2,000 years. Relative isolation from outside influences has enabled the area to retain its traditions and customs.

The DEIS will consider various small boat harbor and investigate rock quarry sources for large armor stone and smaller sized rock for fill. The feasibility of the project depends on the availability of developing a quarry site on the island close to the community. A decision will be made if there is sufficient quantity and quality for the small boat harbor and other uses. The community will decide if community relocation is an option they want to take.

*Issues:* The DEIS will address Ignaluk need to become more economically viable through commercial fishing and accessibility to the mainland. Becoming more accessible to the outside world could impact community identity by allowing more social contact with off islanders. At the same time, accessibility to the island is key to quality of life issues such as sanitary water and sewer, health services, and general goods and services to people. The DEIS will address the importance of maintaining the community's traditional lifestyles, while providing modern infrastructure.

The Bering Strait is an important habitat area for marine life. It provides the only passage for marine birds and mammals that move seasonally between the Bering, Chukchi and Beaufort Seas. The upwelling and turbulence resulting from the water currents passing through the Bering Strait produces waters unusually rich in crustacean plankton which, in turn, support a large population of marine birds. The steep slopes of Little Diomed Island rise abruptly from the sea and provide nesting habitat for 13 species of seabirds. The island is the site of the largest kittiwake colony in the Northern