

provision confirms that the section 8 tenant's lease is, in effect, a bona fide lease and that the HAP contract survives the foreclosure, just as the lease does. Similar to Section 702, the provisions of Section 703 shall not affect any State or local law that provides additional time frames or protections for tenants.

#### *B. Participants in HUD's Section 8 Voucher Programs*

Immediate successor owners of foreclosed properties in which section 8 voucher recipients reside become participants in HUD's Section 8(o) tenant-based voucher programs and must comply with Sections 702 and 703. The following requirements apply to such foreclosed properties as long as the immediate successor in interest retains the interest and until the sunset date of the PTFA, December 31, 2012.

- A demand upon the section 8 voucher recipient to vacate the property prior to a sale of the property shall not constitute "other good cause" as meant in HUD's regulations on termination of tenancy (24 CFR 982.310), except that:

- The owner may terminate the tenancy effective on the date of the transfer to the owner if the owner:

- Will occupy the unit as a primary residence; and

- Has provided the tenant with a notice to vacate at least 90 days before the effective date of such notice.

#### *C. Public Housing Agencies (PHAs)*

With respect to PHAs, a PHA, after foreclosure, provides payments under the HAP contract to the new owner for the remaining term of the HAP contract, subject to the exception for an owner who will occupy the unit as a primary residence. In the case of the owner/occupant, the HAP contract would continue for the required notice period. The new owner also takes subject to the existing lease, which can only be terminated as described in this section.

The Office of Public and Indian Housing will be providing additional guidance as PHAs may need to help ensure that the requirements of Section 703 are carried out where applicable.

#### **IV. Additional Guidance**

As noted earlier in this notice, HUD will provide additional guidance as may be necessary to help ensure that the requirements of Sections 702 and 703.

Dated: June 18, 2009.

**Ronald Y. Spraker,**

*Acting General Deputy Assistant Secretary for Housing—Federal Housing Commissioner.*

**Paula O. Blunt,**

*General Deputy Assistant Secretary for Public and Indian Housing.*

[FR Doc. E9-14909 Filed 6-23-09; 8:45 am]

**BILLING CODE 4210-67-P**

## **DEPARTMENT OF THE INTERIOR**

### **Bureau of Reclamation**

#### **Quarterly Status Report of Water Service, Repayment, and Other Water-Related Contract Negotiations**

**AGENCY:** Bureau of Reclamation, Interior.

**ACTION:** Notice.

**SUMMARY:** Notice is hereby given of contractual actions that have been proposed to the Bureau of Reclamation and are new, modified, discontinued, or completed since the last publication of this notice on April 10, 2009. This notice is one of a variety of means used to inform the public about proposed contractual actions for capital recovery and management of project resources and facilities consistent with section 9(f) of the Reclamation Project Act of 1939. In addition, notice is hereby given of contractual actions for extraordinary maintenance and replacement pursuant to the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5). Additional announcements of individual contract actions may be published in the **Federal Register** and in newspapers of general circulation in the areas determined by Reclamation to be affected by the proposed action.

**ADDRESSES:** The identity of the approving officer and other information pertaining to a specific contract proposal may be obtained by calling or writing the appropriate regional office at the address and telephone number given for each region in the **SUPPLEMENTARY INFORMATION** section.

**FOR FURTHER INFORMATION CONTACT:** Michelle Kelly, Water and Environmental Resources Office, Bureau of Reclamation, PO Box 25007, Denver, Colorado 80225-0007; telephone 303-445-2888.

**SUPPLEMENTARY INFORMATION:** Pursuant to section 9(f) of the Reclamation Project Act of 1939 and the rules and regulations published in 52 FR 11954, April 13, 1987 (43 CFR 426.22). Reclamation will publish notice of proposed or amendatory contract actions for any contract for the delivery

of project water for authorized uses in newspapers of general circulation in the affected area prior to contract execution. In addition, Reclamation may publish notice of proposed contractual actions for extraordinary maintenance and replacement pursuant to the ARRA. Announcements may be in the form of news releases, legal notices, official letters, memorandums, or other forms of written material. Meetings, workshops, and/or hearings may also be used, as appropriate, to provide local publicity. The public participation procedures do not apply to proposed contracts for the sale of surplus or interim irrigation water for a term of 1 year or less. Either of the contracting parties may invite the public to observe contract proceedings. All public participation procedures will be coordinated with those involved in complying with the National Environmental Policy Act. Pursuant to the "Final Revised Public Participation Procedures" for water resource-related contract negotiations, published in 47 FR 7763, February 22, 1982, a tabulation is provided of all proposed contractual actions in each of the five Reclamation regions. When contract negotiations are completed, and prior to execution, each proposed contract form must be approved by the Secretary of the Interior, or pursuant to delegated or redelegated authority, the Commissioner of Reclamation or one of the regional directors. In some instances, congressional review and approval of a report, water rate, or other terms and conditions of the contract may be involved.

Public participation in and receipt of comments on contract proposals will be facilitated by adherence to the following procedures:

1. Only persons authorized to act on behalf of the contracting entities may negotiate the terms and conditions of a specific contract proposal.

2. Advance notice of meetings or hearings will be furnished to those parties that have made a timely written request for such notice to the appropriate regional or project office of Reclamation.

3. Written correspondence regarding proposed contracts may be made available to the general public pursuant to the terms and procedures of the Freedom of Information Act, as amended.

4. Written comments on a proposed contract or contract action must be submitted to the appropriate regional officials at the locations and within the time limits set forth in the advance public notices.

5. All written comments received and testimony presented at any public

hearings will be reviewed and summarized by the appropriate regional office for use by the contract approving authority.

6. Copies of specific proposed contracts may be obtained from the appropriate regional director or his designated public contact as they become available for review and comment.

7. In the event modifications are made in the form of a proposed contract, the appropriate regional director shall determine whether republication of the notice and/or extension of the comment period is necessary.

Factors considered in making such a determination shall include, but are not limited to (i) the significance of the modification, and (ii) the degree of public interest which has been expressed over the course of the negotiations. At a minimum, the regional director shall furnish revised contracts to all parties who requested the contract in response to the initial public notice.

#### DEFINITIONS OF ABBREVIATIONS FREQUENTLY USED IN THIS DOCUMENT

ARRA .....	American Recovery and Reinvestment Act of 2009.
BCP .....	Boulder Canyon Project.
Reclamation ...	Bureau of Reclamation.
CAP .....	Central Arizona Project.
CVP .....	Central Valley Project.
CRSP .....	Colorado River Storage Project.
FR .....	Federal Register.
IDD .....	Irrigation and Drainage District.
ID .....	Irrigation District.
M&I .....	Municipal and Industrial.
NMISC .....	New Mexico Interstate Stream Commission.
O&M .....	Operation and Maintenance.
P-SMBP .....	Pick-Sloan Missouri Basin Program.
PPR .....	Present Perfected Right.
RRA .....	Reclamation Reform Act of 1982.
SOD .....	Safety of Dams.
SRPA .....	Small Reclamation Projects Act of 1956.
USACE .....	U.S. Army Corps of Engineers.
WD .....	Water District.

*Pacific Northwest Region:* Bureau of Reclamation, 1150 North Curtis Road, Suite 100, Boise, Idaho 83706-1234, telephone 208-378-5344.

#### *New Contract Actions*

14. Willow Creek Group, Willow Creek Project Oregon: Irrigation water service contract for up to 2,500 acre-feet of project water.

15. Water user entities responsible for payment of operation and maintenance

costs for Reclamation projects in Idaho, Montana, Oregon, Washington, and Wyoming: Contracts for extraordinary maintenance and replacement funded pursuant to the ARRA.

*Mid-Pacific Region:* Bureau of Reclamation, 2800 Cottage Way, Sacramento, California 95825-1898, telephone 916-978-5250.

#### *New Contract Action*

38. Water user entities responsible for payment of operation and maintenance costs for Reclamation projects in California, Nevada, and Oregon: Contracts for extraordinary maintenance and replacement funded pursuant to the ARRA.

#### *Modified Contract Action*

36. County of Tulare, CVP, California: Proposed assignment of County of Tulare's Cross Valley Canal water supply in the amount of 5,308 acre-feet to its various subcontractors. Water will be used for both irrigation and M&I purposes.

*Lower Colorado Region:* Bureau of Reclamation, PO Box 61470 (Nevada Highway and Park Street), Boulder City, Nevada 89006-1470, telephone 702-293-8192.

#### *New Contract Actions*

14. White Mountain Apache Tribe, Miner Flat Project, Arizona: Execution of a contract to repay any amounts loaned to the Tribe pursuant to Section 3 of Public Law 110-390.

15. Queen Creek Water Company, CAP, Arizona: Assignment of Queen Creek Water Company's 348 acre-feet entitlement to the Town of Queen Creek, per Queen Creek Water Company's request and as recommended by the Arizona Department of Water Resources.

16. Gila Monster Farms, Inc., BCP, Arizona: Request for partial assignment and transfer of third-priority water entitlement for domestic use to Aursa, AZ I, LLC.

17. Gila Monster Farms, Inc., BCP, Arizona: Amend contract to decrease Gila Monster Farms' third-priority water entitlement.

18. Aursa, AZ I, LLC, BCP, Arizona: Enter into a new Section 5 contract with Aursa for 2,126 acre-feet per year of third-priority water being assigned to Aursa from Gila Monster Farms.

19. Arizona State Lands Department, BCP, Arizona: Amend contract No. 4-07-30-W0317 to decrease the Department's fourth-priority agricultural water entitlement that is being assigned to the Department's fourth-priority domestic water entitlement contract No.

7-07-30-W0358 to change the type of use from agricultural to domestic use.

20. Arizona State Lands Department, BCP, Arizona: Amend the Department's contract No. 7-07-30-W0358 to increase the Department's fourth-priority water entitlement for domestic use.

21. Water user entities responsible for payment of operation and maintenance costs for Reclamation projects in Arizona, California, Nevada, and Utah: Contracts for extraordinary maintenance and replacement funded pursuant to the ARRA.

#### *Completed Contract Actions*

4. Shepard Water Company, Inc., BCP, Arizona: Contract for the annual diversion of up to 50 acre-feet of Colorado River water, as recommended by the Arizona Department of Water Resources. Contract was executed January 30, 2009.

*Upper Colorado Region:* Bureau of Reclamation, 125 South State Street, Room 6107, Salt Lake City, Utah 84138-1102, telephone 801-524-3864.

#### *New Contract Actions*

1.(e) Horse Meadows Home Owners Association, Aspinall Unit, CRSP: The Association has requested a 40-year water service contract for 1 acre-foot of M&I water out of the Blue Mesa Reservoir, which requires them to present a Plan of Augmentation to the Division 4 Water Court.

1.(f) David Beaulieu, Aspinall Storage Unit, CRSP: Mr. Beaulieu has requested a 40-year water service contract for 1 acre-foot of M&I water out of the Blue Mesa reservoir, which requires Mr. Beaulieu to present a Plan of Augmentation to the Division 4 Water Court.

31. City of Santa Fe and Reclamation: Contract to store up to 50,000 acre-feet of San Juan-Chama Project Water in Elephant Butte Reservoir for a 40-year maximum term.

32. Water user entities responsible for payment of operation and maintenance costs for Reclamation projects in Arizona, Colorado, New Mexico, Texas, Utah, and Wyoming: Contracts for extraordinary maintenance and replacement funded pursuant to the ARRA.

#### *Discontinued Contract Actions*

1.(b) Mike and Marsha Jackson, Aspinall Storage Unit, CRSP: The Jacksons have requested a 40-year water service contract for 1 acre-foot of M&I water out of the Blue Mesa Reservoir, which requires the Jacksons to present a Plan of Augmentation to the Division 4 Water Court.

29. Horse Meadows Home Owners Association, Aspinall Unit, CRSP: The Association has requested a 40-year water service contract for 1 acre-foot of M&I water out of the Blue Mesa Reservoir, which requires them to present a Plan of Augmentation to the Division 4 Water Court.

*Great Plains Region:* Bureau of Reclamation, PO Box 36900, Federal Building, 316 North 26th Street, Billings, Montana 59101, telephone 406-247-7752.

#### *New Contract Actions*

40. Pryor Creek Land and Development Company, Huntley Project, Montana: Request for a long-term water service contract for M&I purposes for up to 200 acre-feet of water per year.

41. Grandview Cemetery Association of Saco, Milk River Project, Montana: Contract renewal for long-term water service for up to 14 acre-feet of water per year.

42. Individual contractors; Canyon Ferry Unit, P-SMBP; Montana: Replace temporary 1-year contracts with short-term water service contracts for minor amounts of less than 1,000 acre-feet of M&I water annually from the Missouri River, Canyon Ferry Dam.

43. Keyhole Country Club; Keyhole Unit, P-SMBP; South Dakota: Reclamation is contemplating a contract reassignment from the Shattuck Hills Homeowner's Association to the Keyhole Country Club. The proposed action will involve a change in the point of delivery for the 50 acre-feet of water under the existing contract.

44. Water user entities responsible for payment of operation and maintenance costs for Reclamation projects in Colorado, Kansas, Montana, Nebraska, North Dakota, Oklahoma, South Dakota, Texas, and Wyoming: Contracts for extraordinary maintenance and replacement funded pursuant to the ARRA.

#### *Completed Contract Actions*

20. Colorado River Water Conservation District, Colorado-Big Thompson Project, Colorado: Consideration of a request for a long-term contract for the use of excess capacity for storage and exchange in Green Mountain Reservoir in the Colorado-Big Thompson Project. Contract was executed March 11, 2009.

25. City of Beloit, P-SMBP, Kansas: Contract renewal for M&I contract. Contract was executed January 29, 2009.

35. City of Cheyenne, Kendrick Project, Wyoming: The City of Cheyenne has requested an amendment to its water storage contract to increase the

storage entitlement to 15,700 acre-feet of storage space in Seminole Reservoir. Contract was executed February 27, 2009.

Dated: May 8, 2009.

**Roseann Gonzales,**  
*Director, Policy and Program Services, Denver Office.*

[FR Doc. E9-14823 Filed 6-23-09; 8:45 am]

**BILLING CODE 4310-MN-P**

## **INTERNATIONAL TRADE COMMISSION**

**[USITC SE-09-018]**

### **Government in the Sunshine Act Meeting Notice**

**AGENCY HOLDING THE MEETING:** United States International Trade Commission.

**TIME AND DATE:** June 29, 2009 at 11 a.m.

**PLACE:** Room 101, 500 E Street, SW., Washington, DC 20436, Telephone: (202) 205-2000.

**STATUS:** Open to the public.

#### **MATTERS TO BE CONSIDERED:**

1. Agenda for future meetings: none.
2. Minutes.
3. Ratification List.
4. Inv. No. TA-421-7 (Remedy)

(Certain Passenger Vehicle and Light Truck Tires from China)—briefing and vote. (The Commission is currently scheduled to transmit its report containing its determination, proposed recommendations on remedy, and views of the Commissioners to the President and the United States Trade Representative by July 9, 2009.)

5. Outstanding action jackets: none.

In accordance with Commission policy, subject matter listed above, not disposed of at the scheduled meeting, may be carried over to the agenda of the following meeting.

Issued: June 22, 2009.

By order of the Commission.

**William R. Bishop,**

*Hearings and Meetings Coordinator.*

[FR Doc. E9-14968 Filed 6-22-09; 4:15 pm]

**BILLING CODE 7020-02-P**

## **DEPARTMENT OF JUSTICE**

### **Notice of Lodging of Consent Decree Under the Toxic Substances Control Act**

Notice is hereby given that on June 16, 2009 a proposed Consent Decree in *United States v. Wallside, Inc.*, Civil Action No. 2:09-12317-AC-DAS, was lodged with the United States District Court for the Eastern District of

Michigan. The consent decree settles claims against a window manufacturing and replacement corporation located outside of Detroit, Michigan. The claims were brought on behalf of the Environmental Protection Agency ("U.S. EPA") under the Toxic Substances Control Act, 15 U.S.C. 2601 *et seq.*, and on behalf of the State of Michigan Department of Community Health ("Michigan DCH") under the Michigan Lead Abatement Act, 1998 Mich. Pub. Acts 219 1 *et seq.*, Mich. Comp. Laws Ann. 333.5451 *et seq.* The Plaintiffs allege in the complaint that the Settling Defendant failed to make one or more of the disclosures or to complete one or more of the disclosure activities required by Title IV, 406(b) of the Toxic Substances Control Act.

Under the Consent Decree, the Settling Defendant will pay a civil penalty of \$100,000 and will certify that it is now in compliance and will continue to comply with residential lead based paint hazard notification requirements. The Settling Defendant will also perform two Supplemental Environmental Projects ("SEPs"). For one SEP the Settling Defendant will provide \$350,000 worth of windows to the State of Michigan for installation in housing built before 1978. For the other SEP, the Settling Defendant will voluntarily employ lead safe work practices in advance of being subject to Federal regulations which will become effective in April of 2010 imposing similar lead safe work practices requirements on all renovators of pre-1978 properties.

The Department of Justice will receive for a period of thirty (30) days from the date of this publication comments relating to the Proposed Consent Decree. Comments should be addressed to the Assistant Attorney General, Environment and Natural Resources Division, and either e-mailed to [pubcomment-ees.enrd@usdoj.gov](mailto:pubcomment-ees.enrd@usdoj.gov) or mailed to U.S. Department of Justice, Washington, DC 20044-7611 P.O. Box 7611, U.S. Department of Justice, Washington, DC 20044-7611, and should refer to *United States v. Wallside, Inc.*, D.J. Ref. # 90-5-1-1-08899.

The Proposed Consent Decree may be examined at the office of the United States Attorney for the Eastern District of Michigan, 211 Fort Street, Suite 2001, Detroit, MI 48226 (Attn. Assistant United States Attorney Carolyn Bell-Harbin); and at U.S. EPA Region 5, 77 W. Jackson Blvd., Chicago, IL 60604. During the public comment period, the Consent Decree may also be examined on the following Department of Justice Web site, *available at http://*