

that a violation of this Order may subject Brunswick to appropriate legal action.

25. This Settlement Agreement may be used in interpreting the Order, Agreements, understandings, representations, or interpretations apart from those contained in this Settlement Agreement and Order may not be used to vary or contradict its terms.

26. The provisions of this Settlement Agreement and Order shall apply to Brunswick and each of its successors and assigns.

Respondent, Brunswick Corporation.

Dated: May 20, 2003.

**Lloyd W. Chatfield, II,**

*Assistant Secretary, Brunswick Corporation,  
1 North Field Court, Lake Forest, IL 60045.*

Dated: May 27, 2003.

**Erika Z. Jones,**

*Mayer, Brown, Rowe & Maw, 1900 K Street,  
NW., Washington, DC.*

Commission Staff.

**Alan H. Schoem,**

*Assistant Executive Director, Office of  
Compliance, Consumer Product Safety  
Commission, Washington, DC 20207-0001.*

**Eric L. Stone,**

*Director, Legal Division, Office of  
Compliance.*

Dated: May 28, 2003.

**Dennis C. Kacoyanis,**

*Trial Attorney, Legal Division, Office of  
Compliance.*

## Order

Upon consideration of the Settlement Agreement entered into between Respondent Brunswick Corporation, and the staff of the Consumer Product Safety Commission; and the Commission having jurisdiction over the subject matter and Brunswick Corporation; 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 Order, Brunswick Corporation shall pay to the Commission a civil penalty in the amount of *One Million and 00/100 Dollars* (\$1,000,000.00) within twenty (20) days after service upon Respondent of this Final Order of the Commission.

Provisionally accepted and Provisional Order issued on the 11th day of September, 2003.

By Order of the Commission.

**Todd A. Stevenson,**

*Secretary, Consumer Product Safety  
Commission.*

[FR Doc. 03-23617 Filed 9-15-03; 8:45 am]

BILLING CODE 6355-01-M

## CONSUMER PRODUCT SAFETY COMMISSION

[CPSC Docket No. 03-C0002]

### Murray, 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 C.F.R. 1118.20. Published below is a provisionally-accepted Settlement Agreement with Murray, Inc., a corporation, containing a civil penalty of \$375,000.00.

**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 October 1, 2003.

**ADDRESSES:** Persons wishing to comment on this Settlement Agreement should send written comments to the Comment 03-C0002, Office of the Secretary, Consumer Product Safety Commission, Washington, DC 20207.

**FOR FURTHER INFORMATION CONTACT:** Dennis C. Kacoyanis, Trial Attorney, Office of Compliance, Consumer Product Safety Commission, Washington, DC 20207; telephone (301) 504-7587.

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

Dated: September 11, 2003.

**Todd A. Stevenson,**

*Secretary.*

### 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 Murray, Inc. ("Murray" or "Respondent"), 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 settles the staff's allegations set forth below.

#### 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 *et seq.*

3. Murray is a corporation organized and existing under the laws of the State of Tennessee with its principal corporate offices located in Brentwood, Tennessee.

#### II. Allegations of the Staff

##### A. Rear-Engine Riding Lawnmower

4. Between January 1995 and January 2002, Murray manufactured and distributed nationwide approximately 89,500 rear-engine riding lawnmowers, model numbers 30560, 30565, 30577x7, 502.256210, 536.270211, 536.270212, 30560x7, 30577x8, 502.256220, MOM611115A59, 30560x60, 60575x8, 30577x31, 502.270210, MOM6115A89, 30560x99, 30575x31, 502.251250, and 502.270211.

5. The rear-engine riding lawnmowers are sold to consumers for use in or around a permanent or temporary household or residence and are, therefore, "consumer products" as defined in section 3(a)(1)(i) of the Consumer Product Safety Act (CPSA), 15 U.S.C. 2052(a)(1)(i). Respondent is a "manufacturer" and "distributor" of the rear-engine riding lawnmowers, which were "distributed in commerce" as those terms are defined in sections 3(a)(4), (5), (11), and (12) of the CPSA, 15 U.S.C. 2052(a)(4), (5), (11), and (12).

6. The rear-engine riding lawnmowers' fuel tanks can crack and leak fuel and the leaking fuel can ignite, posing a burn or fire hazard to consumers.

7. In the fall 2000, one of Murray's retail customers told Murray that it had replaced four or five fuel tanks on rear-engine riding lawnmowers because of complaints of fuel leakage.

8. Murray asked the two manufacturers of the fuel tanks to compile and to review all engineering and manufacturing data regarding the fuel tanks. Murray never followed through on its request to the two manufacturers of the fuel tanks for the engineering and manufacturing data regarding the fuel tanks.

9. By December 2000, Respondent had retrieved five fuel tanks for which consumers alleged a fuel leak. Respondent's evaluation of these fuel tanks indicated fuel leakage.

10. In February 2001, one of Murray's retail customers directed a consumer complaint to Murray. In its communication, the retail customer told Murray of its legal obligation under section 15(b) of the CPSA to report to the Commission if it found that the rear-engine riding lawnmower contained a defect which could create a substantial product hazard.

11. In September 2001, one of Respondent's retail customers directed

another consumer complaint to Respondent.

12. On December 14, 2001, Murray received a request for information from the staff regarding an incident involving the rear-engine riding lawnmower. Upon receipt of the staff's inquiry, Murray initiated an investigation into claims involving its rear-engine riding lawnmowers.

13. Upon reviewing its record in December 2001 and January 2002, Murray discovered that from 1997 through 2001 it had received about 880 reports of fuel tank leakage involving its rear-engine riding lawnmower, five of which resulted in fires with one report of minor burn injuries.

14. Based on information synthesized during Murray's December 2001–January 2002 investigation, on January 16, 2002, Murray reported to the Commission about the rear-engine riding lawnmower's fuel tank cracking and leaking fuel.

15. Despite being aware of the information set forth in paragraphs 4 through 14 above, Murray did not report to the Commission until January 16, 2002.

16. Murray obtained information which reasonably supported the conclusion that the rear-engine riding lawnmower as described in paragraph 4 above contained a defect which could create a substantial product hazard or created an unreasonable risk of serious injury or death, but failed to report such information in a timely manner to the Commission as required by sections 15(b)(2) and (3) of the CPSA, 15 U.S.C. 2064(b)(2) and (3).

17. By failing to provide the information to the Commission in a timely manner as required by section 15(b) of the CPSA, 15 U.S.C. 2064(b), Murray violated section 19(a)(4) of the CPSA, 15 U.S.C. 2068(a)(4).

18. Murray committed this failure to timely report to the Commission “knowingly” as the term “knowingly” is defined in section 20(d) of the CPSA, 15 U.S.C. 2069(d), thus, subjecting Murray to civil penalties under section 20 of the CPSA, 15 U.S.C. 2069.

#### *B. Mid-Engine Riding Lawnmower*

19. Between January 2001 and January 2002, Murray manufactured and distributed nationwide approximately 6,200 mid-engine riding lawnmowers, model numbers 309005X10, 309304X8, and 309306X89.

20. The mid-engine riding lawnmowers are sold to consumers for use in or around a permanent or temporary household or residence and are, therefore, “consumer products” as defined in section 3(a)(1)(i) of the CPSA,

15 U.S.C. 2052(a)(1)(i). Murray is a “manufacturer” and “distributor” of the mid-engine riding lawnmowers, which were “distributed in commerce” as those terms are defined in sections 3(a)(4), (5), (11), and (12) of the CPSA, 15 U.S.C. 2052(a)(4), (5), (11), and (12).

21. The mid-engine riding lawnmowers' fuel tanks can crack and leak fuel and the leaking fuel can ignite, posing a burn or fire hazard to consumers.

22. In July 2001, Murray's European distributor advised Murray of a possible weld seam issue involving the mid-engine riding lawnmower's fuel tank.

23. In August 2001, one of Respondent's retail customers notified Respondent of several reports of gas leaks involving the mid-engine riding lawnmower.

24. During August 2001, Murray notice an increased number of orders from its authorized service centers requesting replacement fuel tanks for the mid-engine riding lawnmower as a result of fuel leaks.

25. In September 2001, Murray tested 12 fuel tanks for fuel leakage, and found some of the tested tanks showed evidence of cracking and fuel leakage.

26. On or about September 19, 2001, the manufacturer of the mid-engine riding lawnmower's fuel tank told Murray that it has substituted a different type of material since the beginning of production. Murray immediately instructed its supplier to begin using the specified material. Murray placed a hold on distributing the mid-engine riding lawnmower pending installation of the proper fuel tank.

27. On or about November 19, 2001, an independent laboratory told Respondent that the failure of the gas tank was due to multiple, brittle fatigue cracks that initiated at the base of the tank due to concentration of applied cyclic bending stress due to vibration during service. The report also noted that the failed tank had a much lower molecular weight and was significantly more brittle than the comparative tank. The brittle nature of the polymer made it more prone to cracking.

28. On or about January 18, 2002, Murray received a complaint from a consumer alleging a leaking fuel tank. At that time, Murray examined its records and found that between June 2001 and January 2002 it had received 70 complaints and 145 warranty claims of fuel leakage, including one report of a fire.

29. Based on Murray's investigation, on February 5, 2002, Murray reported to the Commission about the mid-engine riding lawnmower's fuel tank cracking and leaking fuel.

30. Despite being aware of the information set forth in paragraphs 19 through 29 above, Murray did not report to the Commission until February 5, 2002.

31. Murray obtained information which reasonably supported the conclusion that the mid-engine riding lawnmower as described in paragraph 19 above contained a defect which could create a substantial product hazard or created an unreasonable risk of serious injury or death, but failed to report such information in a timely manner to the Commission as required by sections 15(b)(2) and (3) of the CPSA, 15 U.S.C. 2064(b)(2) and (3).

32. By failing to provide information in a timely manner as required by section 15(b) of the CPSA, 15 U.S.C. 2064(b), Murray violated section 19(a)(4) of the CPSA, 15 U.S.C. 2068(a)(4).

33. Murray committed this failure to timely report to the Commission “knowingly” as the term “knowingly” is defined in section 20(d) of the CPSA, 15 U.S.C. 2069(d), thus, subjecting Murray to civil penalties under section 20 of the CPSA, 15 U.S.C. 2069.

#### **III. Murray's Response**

34. Murray denies each and every staff allegation as set forth in paragraphs 4 through 33 above.

35. Murray denies that the rear-engine riding lawnmower contains any defect which could create a substantial product hazard pursuant to section 15(a) of the CPSA, 15 U.S.C. 2064(b) or 16 CFR part 1115 and further denies that it violated the reporting requirements of section 15(b) of the CPSA, 15 U.S.C. 2064(b).

36. In January 2002, information became apparent to Murray and it promptly and voluntarily filed a report on the rear-engine riding lawnmower under section 15 of the CPSA, and worked cooperatively with the staff to conduct a comprehensive recall plan under the Commission's Fast Track program.

37. Murray denies that the mid-engine riding lawnmower contains any defect which could create a substantial product hazard pursuant to section 15(a) of the CPSA, 15 U.S.C. 2064(a), and further 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.

38. In January 2002, information became apparent to Murray and it promptly and voluntarily filed a report on the mid-engine riding lawnmower under section 15 of the CPSA and worked cooperatively with the staff to conduct a comprehensive recall plan

under the Commission's Fast Track program.

39. Murray enters this Settlement Agreement and Order for settlement purposes only, to avoid incurring additional legal costs and expenses. In settling this matter, Murray does not admit any fault, liability or statutory or regulatory violation.

#### IV. Agreement of the Parties

40. The Consumer Product Safety Commission has jurisdiction over this matter and over Murray under the Consumer Product Safety Act, 15 U.S.C. 2051 *et seq.*

41. This Agreement is entered into for settlement purposes only and does not constitute an admission by Murray that it has violated the law nor a determination by the Commission of any disputed issue of law or fact.

42. In settlement of the staff's allegations, Murray agrees to pay a civil penalty in the amount of three hundred seventy-five thousand dollars and 00/100 cents (\$375,000.00) as set forth in the incorporated Order.

43. Upon final acceptance of this Agreement by the Commission and issuance of the Final Order, Respondent knowingly, voluntarily, and completely waives any rights it may have in this matter (1) to an administrative or judicial hearing, (2) to judicial review or other challenge or contest of the validity of the Commission's actions, (3) to a determination by the Commission as to whether Respondent failed to comply with the CPSA and the underlying regulations, (4) to a statement of findings of fact and conclusions of law, and (5) to any claims under the Equal Access of Justice Act.

44. Upon provisional acceptance of this Agreement by the Commission, this Agreement shall be placed on the public record and shall be 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 15 days, the Agreement will be deemed finally accepted on the 16th day after the date it is published in the **Federal Register**.

45. The Commission may publicize the terms of the Settlement Agreement and Order.

46. The Commission's Order in this matter is issued under the provision of the CPSA, 15 U.S.C. 2051 *et seq.*, and a violation of this Order shall subject Murray to appropriate legal action.

47. This Settlement Agreement may be used in interpreting the Order. Agreements, understandings, representations, or interpretation apart from those contained in this Settlement

Agreement and Order may not be used to vary or contradict its terms.

48. The provisions of this Settlement Agreement and Order shall apply to Murray and each of its successors and assigns.

Respondent, Murray, Inc.

Dated: June 3, 2003.

**James C. Pelletier,**

*President and Chief Operating Officer,  
Murray, Inc., 219 Franklin Road, Brentwood,  
TN 27027.*

Dated: June 9, 2003.

**Kerrie L. Hook,**

*Collier Shannon Scott, PLLC, 3050 K Street,  
NW., Washington, DC 20007.*

Commission Staff.

**Alan H. Schoem,**

*Assistant Executive Director, Office of  
Compliance, Consumer Product Safety  
Commission, Washington, DC 20207-0001.*

**Eric L. Stone,**

*Director, Legal Division, Office of  
Compliance.*

Dated: June 10, 2003.

**Dennis C. Kacoyanis,**

*Trial Attorney, Legal Division, Office of  
Compliance.*

#### Order

Upon consideration of the Settlement Agreement entered into between Respondent Murray, Inc., a corporation, and the staff of the Consumer Product Safety Commission; and the Commission having jurisdiction over the subject matter and Murray, Inc; 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 Order, Murray, Inc. shall pay to the Commission a civil penalty in the amount of *Three Hundred Seventy-Five Thousand and 00/100 Dollars* (\$375,000.00) within twenty (20) days after service upon Respondent of the Final Order of the Commission accepting the attached Settlement Agreement.

Provisionally accepted and Provisional Order issued on the 11th day of September, 2003.

By Order of the Commission.

**Todd A. Stevenson,**

*Secretary, Consumer Product Safety  
Commission.*

[FR Doc. 03-23618 Filed 9-15-03; 8:45 am]

**BILLING CODE 6355-01-M**

#### CORPORATION FOR NATIONAL AND COMMUNITY SERVICE

##### Notice of Availability of Funds for Next Generation Grants

**AGENCY:** Corporation for National and Community Service.

**ACTION:** Notice of funding availability.

**SUMMARY:** The Corporation for National and Community Service (hereinafter the "Corporation") announces the availability of approximately \$4,000,000 to award *Next Generation Grants* to eligible nonprofit organizations. The purpose of these grants is to foster the next generation of national service organizations by providing seed money to help new and start-up organizations, and established organizations proposing new projects or programs, plan and implement new service programs that have the potential of becoming national in scope. These funds are available under authority provided in Pub. L. 108-7, the Omnibus Appropriations Act for fiscal year 2003.

These grants will fund innovative strategies to effectively engage volunteers in service, which result in measurable outcomes to beneficiaries and participants. We are seeking innovative models that fall under at least one of three service areas: Programs that engage individuals in an intensive commitment to service in communities (defined as serving at least 40 hours per week); volunteer programs for seniors (age 55+); and programs that connect service with education. Organizations may focus on various issue areas including, but not limited to: Education, environment, health and human services, homeland security, public safety, or other critical areas.

Eligible applicants for this funding are nonprofit charitable organizations, such as public charities, community organizations (faith-based and secular), private foundations, and individual schools. Applicants other than individual schools generally will have an annual operating budget of \$500,000 or less. We encourage submissions from community organizations (faith-based and secular) and from organizations with little or no experience with federal grants, where our investment could dramatically increase community involvement in service. Applicants cannot have received a previous grant award from the Corporation. Applicants must also be able to develop programs that have the potential for becoming national in scope, or provide a compelling statement that the model could be replicated in other locations.