

the public were issued in the regional area surrounding the USAG-F.

**Copies.** Copies of the DEIS will be available for review at the Aurora Central Public Library, Aurora, CO and USAG-F, Aurora, CO.

**DATES:** Written public comments and suggestions received within 45 days of the publication of the Environmental Protection Agency's Notice of Availability for this action will be addressed in the Final Environmental Impact Statement.

**ADDRESSES:** Copies of the DEIS can be obtained by writing to the U.S. Army Corps of Engineers, Omaha District Office, ATTN: Mr. Gene Sturm, 215 North 17th Street, Omaha, NE 68102-4978, or by facsimile at (402) 221-4886. Written comments and suggestions should be sent to this address.

Dated: August 8, 1997.

**Richard E. Newsome,**

*Acting Deputy Assistant Secretary of the Army (Environment, Safety and Occupational Health) OASA (I, L&E).*

[FR Doc. 97-21442 Filed 8-13-97; 8:45 am]

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## DEPARTMENT OF EDUCATION

### Arbitration Panel Decision Under the Randolph-Sheppard Act

**AGENCY:** Department of Education.

**ACTION:** Notice of Arbitration Panel Decision Under the Randolph-Sheppard Act.

**SUMMARY:** Notice is hereby given that on May 28, 1996, an arbitration panel rendered a decision in the matter of *Leslie Lessard v. Washington Department of Services for the Blind (Docket No. R-S/95-6)*. This panel was convened by the U. S. Department of Education pursuant to 20 U.S.C. 107d-1(a), upon receipt of a complaint filed by petitioner, Leslie Lessard.

**FOR FURTHER INFORMATION CONTACT:** A copy of the full text of the arbitration panel decision may be obtained from George F. Arsnow, U. S. Department of Education, 600 Independence Avenue, S.W., Room 3230, Mary E. Switzer Building, Washington DC 20202-2738. Telephone: (202) 205-9317. Individuals who use a telecommunications device for the deaf (TDD) may call the TDD number at (202) 205-8298.

**SUPPLEMENTARY INFORMATION:** Pursuant to the Randolph-Sheppard Act (20 U.S.C. 107d-2(c)), the Secretary publishes in the **Federal Register** a synopsis of each arbitration panel decision affecting the administration of

vending facilities on Federal and other property.

### Background

In 1978, after completing training, Leslie Lessard, complainant, was assigned to operate a vending facility at the Jackson Federal Building in Seattle, Washington, for a six-month period while the vendor at that location was away pursuing additional education.

In 1984, complainant learned of an opportunity to operate several vending machines at other Federal facilities in the Seattle area, including the Terminal Annex Building of the U.S. Postal Service. Mr. Lessard discussed with the Washington Department of Services for the Blind, the State licensing agency (SLA), the possibility of the SLA obtaining a permit to operate these vending machines. The SLA informed the complainant that, if a permit were to be obtained to operate the vending machines, complainant would need to supply the machines. The SLA secured the permit and subsequently the complainant purchased vending machines for the various locations.

In 1988, the complainant began informal discussions with the SLA concerning the SLA's purchase of the complainant's vending machines. On January 9, 1989, the complainant sent a letter to the SLA outlining an alleged agreement with it to purchase his vending machines. By letters dated May 3 and October 3, 1989, the SLA responded. The SLA acknowledged its awareness of the purchase option available to it, but stated that, due to lack of funds, it would be unable to purchase all of the machines.

By letter dated December 12, 1989, the SLA requested that the complainant provide it with invoices for two vending machines. In early 1990, the SLA purchased six machines from Mr. Lessard. Subsequently, by letter dated August 24, 1992, the complainant offered for sale to the SLA his remaining machines and equipment. By letter dated May 20, 1994, the SLA waived its purchase option. On September 24, 1994, a requested State fair hearing was held concerning this matter. A decision was rendered on April 24, 1995, by an Administrative Law Judge (ALJ).

The ALJ ruled that there was no contract between the complainant and the SLA for the sale of the machines, notwithstanding complainant's assertion of an existing oral agreement between himself and the SLA. The ALJ further ruled that the agreement in a transaction of this nature must be in writing and signed by the person against whom enforcement is being sought. The SLA adopted the ALJ's decision as final

agency action. Mr. Lessard sought review of this decision by a Federal arbitration panel. A hearing of this case was held on May 28, 1996.

### Arbitration Panel Decision

The issue before the arbitration panel was whether, pursuant to 20 U.S.C. 107 *et seq.* of the Randolph-Sheppard Act, the SLA had a contractual obligation to purchase Mr. Lessard's vending machines.

The majority of the panel ruled that the SLA never entered into an oral or written contractual agreement to acquire Mr. Lessard's vending machines. The majority of the panel further determined that the complainant and the SLA had never reached an understanding as to what would be purchased, when, or for how much, and, therefore, there was no meeting of the minds or agreement that was enforceable by law. According to the panel, the SLA had merely agreed to purchase vending machines from the complainant on a case-by-case basis as funds were available. Finally, the panel noted that Washington State law requires that a contract for the sale of goods with a value of more than \$500 must be in writing and that the statute was applicable with respect to this complaint because the goods at issue were valued at more than \$500. Therefore, the majority of the panel denied complainant's claim in its entirety.

One panel member dissented from the majority opinion.

The views and opinions expressed by the panel do not necessarily represent the views and opinions of the U.S. Department of Education.

Dated: August 8, 1997.

**Judith E. Heumann,**

*Assistant Secretary for Special Education and Rehabilitative Services.*

[FR Doc. 97-21437 Filed 8-13-97; 8:45 am]

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## DEPARTMENT OF ENERGY

### Federal Energy Regulatory Commission

[Docket No. OA97-645-000]

### Bangor Hydro-Electric Company; Notice of Filing

August 8, 1997.

Take notice that on July 14, 1997, Bangor Hydro-Electric Company (Bangor) tendered for filing pursuant to Order No. 888-A Bangor's Pro Forma Open Access Transmission Tariff compliance filing.