Cumberland Cement & Supply Company, the Kelly Springfield Tire Company, and Precise Technology, Inc. (''Settling Defendants''). The proposed Decree resolves the United States' claims under Section 107 of the Comprehensive Environmental Response, Compensation and Liability Act (''CERCLA''), 42 U.S.C. § 9607, for past response costs incurred in connection with the Limestone Road Superfund Site (''Site'') through August 31, 1993. Settling Defendants will pay $1,860,213 out of total past costs of approximately $2,450,000. The Consent Decree also requires Settling Defendants to pay the United States' future costs (including the Environmental Protection Agency's oversight costs associated with the Operable Unit 2 of the Site remedy) from August 31, 1993 until the date that the Settling Defendants receive notification that they have satisfied their obligations under the proposed Decree, by either agreeing to implement the Operable Unit 2 remedy or by reimbursing the United States for the costs which it incurs in connection with the implementation of that remedy.

The Department of Justice will receive, for a period of thirty (30) days from the date of this publication, comments relating to the proposed partial consent decree. Comments should be addressed to the Assistant Attorney General for the Environment and Natural Resources Division, Department of Justice, Washington, D.C. 20530, and should refer to *United States* v. *Fairchild Industries, Inc.* and *Cumberland Cement & Supply Company consolidated with the United States* v. *The Kelly Springfield Tire Company, et al.*, Consol. Civ. Action No. JFM–88–2933 (D. Md.), DOJ #. 90–11–3–227.

The proposed consent decree may be examined at the United States Department of Justice, Environment and Natural Resources Division, Consent Decree Library, 1120 G Street, N.W., 4th Floor, Washington, D.C. 20005, (202) 624–0892. A copy of the proposed partial consent decree may be obtained in person or by mail from the Consent Decree Library, 1120 G Street, N.W., 4th Floor, Washington, D.C. 20005. In requesting a copy, please refer to the referenced case and enclose a check in the amount of $9.25 (25 cents per page reproduction costs), payable to the Consent Decree Library. If you want a copy of the attachments to the proposed consent decree please also enclose an additional $31.25.

Joel M. Gross,

Chief, Environmental Enforcement Section.

[FR Doc. 96–19285 Filed 7–29–96; 8:45 am]

BILLING CODE 4410–01–M

Notice of Consent Decree Pursuant to the Clean Air Act

In accordance with Departmental Policy, 28 CFR § 50.7, 38 Fed. Reg. 19029, notice is hereby given that a proposed Consent Decree in *United States* v. *San Juan Cement Company, Inc.*, Civ. Action No. 96–1381 DRD (D.P.R.) was lodged with the United States District Court for the District of Puerto Rico on July 12, 1996. The proposed Consent Decree resolves the United States' claims against San Juan Cement Company for multiple violations of the New Source Performance Standards (''NSPS'') of the Clean Air Act, 42 U.S.C. 7411 and 7414, as amended, and regulations promulgated thereunder at 40 C.F.R. Part 60, at its cement manufacturing operation located in Dorado, Puerto Rico. The Consent Decree provides that San Juan Cement Company will pay a civil penalty of $500,000, will construct and test a continuous opacity monitoring system on an emission point at its portland cement plant and, should the performance tests on this and/or on another emissions point yield unsatisfactory results, will take measures EPA deems necessary to bring the emissions points into compliance with the NSPS.

The Department of Justice will receive, for a period of thirty (30) days from the date of this publication, written comments relating to the proposed Consent Decree. Comments should be addressed to the Assistant Attorney General for the Environment and Natural Resources Division, Department of Justice, Washington, D.C. 20530, and should refer to *United States* v. *San Juan Cement Company, Inc.* Civ. Action No. 96–1381 DRD (D.P.R.) DOJ # 90–5–2–1–1888.

The proposed Consent Decree may be examined at the Office of the United States Attorney, Federal Office Building, Room 452, 150 Carlos E. Chardon Ave., Hato Rey, Puerto Rico 00918; at the Region II Office of the U.S. Environmental Protection Agency, 290 Broadway, New York, New York 10278; and at the Consent Decree Library, 1120 G Street, N.W., 4th Floor, Washington, D.C. 20005, (202) 624–0892. A copy of the Consent Decree may be obtained in person or by mail from the Consent Decree Library, 1120 G Street, N.W., 4th Floor, Washington, D.C. 20005. In requesting a copy, please enclose a check in the amount of $5.75 (25 cents per page reproduction costs) payable to Consent Decree Library.

Joel M. Gross,

Chief, Environmental Enforcement Section.

[FR Doc. 96–19284 Filed 7–29–96; 8:45 am]

BILLING CODE 4410–01–M

Antitrust Division

[Civil Action No. 56–344 (AGS)]

United States District Court; Southern District of New York—United States of America, Plaintiff, vs. International Business Machines Corporation, Defendant

Take Notice that International Business Machines Corporation (''IBM''), defendant in this antitrust action, has filed a motion for an order terminating the final judgment entered by the United States District Court for the Southern District of New York on January 25, 1956 (the ''Final Judgment''). IBM and the United States of America have consented to modify the Final Judgment to establish specific sunset periods for all provisions currently in effect, but the parties have reserved the right to withdraw their consent for at least 90 days after publication of this Notice. Prior to entry of an order modifying the Final Judgment, the Court and the parties will consider public comments. Any such comments on the proposed termination described in this Notice must be filed within 60 days following the publication of the last notice required by the Court's Order Directing Publication. The Complaint, Final Judgment and proposed modification are further described below.

The Complaint, filed on January 21, 1952, alleged that IBM had monopolized, attempted to monopolize and restrained trade in the tabulating industry, in violation of Sections 1 and 2 of the Sherman Act. The Final Judgment was entered by consent between the United States and IBM. The Final Judgment applies to IBM's conduct with respect to tabulating machines and cards, both of which IBM has not manufactured for many years, and ''electronic data processing machines'' (''computers''). Certain provisions of the Final Judgment have expired or no longer apply to IBM's business. However, other provisions of the Final Judgment continue to apply to IBM's computer business. On June 13, 1994, IBM filed its motion to terminate

the remaining provisions of the Final Judgment.

The Court, on January 17, 1996, terminated certain sections of the Final Judgment in their entirety: (a) Sections V (b) and (c), which required IBM to offer to sell at no more than specified prices and to hold for a specified period used IBM machines that acquired pursuant to trade-ins or as a credit against sums then or thereafter payable to IBM; and (b) Section VIII, which specified conditions under which IBM could engage in ''service bureau business,'' as defined by Section II(k) of the Final Judgment. The Court also terminated all other provisions of the Final Judgment as they applied to all IBM computer products and services, except as they applied to as the AS/400 and System/360 * * * 390 families of products and services.

On July 2, 1996, the United States and IBM entered into a stipulation whereby the parties agreed to establish sunset periods for all remaining substantive provisions of the Final Judgment—Sections IV, V, VI, VII, IX, and XV—as they apply to the AS/400 and System/360 * * * 390 families of products and services. Section IV fulfills the purpose of the Final Judgment in assuring to current and prospective IBM customers an opportunity to purchase machines on terms and conditions that are not substantially more advantageous to IBM than the terms and conditions for leases of the same machines and requires IBM to sell its machines at prices that have a commercially reasonably relationship to the lease charges for the same machines. Section V restricts IBM's ability to re-acquire previously sold IBM machines. Section VI requires IBM to offer to machine owners at reasonable and nondiscriminatory prices repair and maintenance service for as long as IBM provides such service, provided that the machine has not been altered or connected to another machine in such a manner that its maintenance and repair is impractical for IBM and requires IBM to offer to machine owners and to persons engaged in the business of providing repair and maintenance services, at reasonable and nondiscriminatory prices, repair and replacement parts for as long as IBM has such parts available for use in its leased machines. Section VII restrains IBM from requiring that lessees or purchasers of IBM machines disclose to IBM the uses of such machines, from requiring that purchasers of IBM machines have those machines maintained by IBM and generally from prohibiting experimentation with, alterations in or attachment to IBM machines. Section IX requires IBM to furnish to owners of IBM machines manuals, books of instructions and other documents relating to IBM machines that IBM furnishes to its own repair and maintenance employees and requires IBM to furnish to purchasers and lessees of IBM machines manuals, books of instruction and other documents that pertain to the operation and application of such machines. Finally, Section XV enjoins IBM from entering into certain agreements to allocate markets or restrain imports into the United States or exports out of the United States and from conditioning the sale or leases of certain machines upon the purchase or lease of any other machine.

The United States and IBM have agreed to modify the Final Judgment to establish specific sunset periods for all provisions currently in effect. The parties agreed to terminate Section IV (b)(3) and (c)(7) and Section VII(d)(1) immediately upon entry of an Order by the Court. With respect to the AS/400 family of products and services, the parties have agreed to terminate: (a) Section V(a) immediately upon entry of an Order by the Court; (b) Section IV (except Section IV(c)(3) as it may apply to the provision of operating systems, an interpretation that the United States holds and with which IBM does not agree) and Section VI(a) 6 months after entry of an Order by the Court; (b) Section IV (except Section IV(c)(3) as it may apply to the provision of operating systems, an interpretation that the United States holds and with which IBM does not agree) and Section VI(a) 6 months after entry of an Order by the Court and © all other provisions of the Final Judgment as they apply to the AS/400, including Section IV(c)(3) as it may apply to operating systems, on July 2, 2000. With respect to the System 360 * * * 390 and the remainder of the Final Judgment, the parties have agreed to terminate all remaining provisions on July 2, 2001. Thus, under the agreement between the United States and IBM, as of July 2, 2001, the Final Judgment will be terminated in its entirety.

The United States has filed with the Court a memorandum setting forth its position with respect to modifying the Final Judgment as it applies to the AS/400 and System/360 * * * 390. Copies of the Complaint, the Final Judgment, the Stipulation containing the parties' tentative consent, the memoranda and all other papers filed in connection with this motion are available for inspect at the Office of the Clerk of the United States District Court, Southern District of New York, United States Courthouse, 500 Pearl Street, New York, New York 10007 and at Suite 215, Antitrust Division, Department of Justice , 325 7th Street, NW., Washington, DC 20530 (Telephone 202–514–2481). Copies of these materials may be obtained from the Antitrust Division upon request and payment of the copying fee set by the Department of Justice.

Interested persons may submit comments regarding this matter within the sixty (60) day period established by Court order. Such comments must be filed with the Office of the Clerk of the United States District Court, Southern District of New York 500 Pearl Street, New York, New York 10007 with copies mailed at the time of filing to: (a) counsel for IBM, Peter T. Barbur, Esq., Cravath, Swaine & Moore, Worldwide Plaza, 825 Eighth Avenue, New York, N.Y. 10019 (Telephone 212–474–1058); and (b) counsel for the United States, N. Scott Sacks, Assistant Chief, Computers & Finance Section, Antitrust Division, United States Department of Justice, Suite 9500, 600 E. Street, NW., Washington, DC 20530 (Telephone 202–307–6132).

Constance K. Robinson,

Director of Operations.

[FR Doc. 96–19282 Filed 7–29–96; 8:45 am]

BILLING CODE 4410–01–M

Notice Pursuant to the National Cooperative Research and Production Act of 1993 Portland Cement Association

Notice is hereby given that, on May 31, 1996 and July 3, 1996, pursuant to Section 6(a) of the National Cooperative Research and Production Act of 1993, 15 U.S.C. § 4301 *et seq.* (''the Act''), the Portland Cement Association (''PCA'') filed written notifications simultaneously with the Attorney General and the Federal Trade Commission disclosing changes in its membership. The notifications were filed for the purpose of extending the Act's provisions limiting the recovery of antitrust plaintiffs to actual damages under specified circumstances. Specifically, FLS Automation, Hunt Valley, MD and ABB Industrial Systems Inc., Norwalk, CT have become Associate Members of PCA.

No other changes have been made in either the membership or planned activities of the PCA.

On January 7, 1985, PCA filed its original notification pursuant to Section 6(a) of the Act. The Department of Justice published a notice in the Federal Register pursuant to Section 6(b) of the Act on February 5, 1985 (50 FR 5015). The last notification was filed with the Department on April 9, 1996. A notice