

benefit of low-income families in Central American countries. At this time, CABEL has authorized USAID to request proposals from eligible lenders for a loan under this program of \$7 Million U.S. Dollars (US\$7,000,000). The name and address of the Borrower's representatives to be contacted by interested U.S. lenders or investment bankers, the amount of the loan and project number are indicated below:

Banco Centroamericano De Integracion Economica

Project No: 596-HG-010—Amount: US\$7,000,000.

Housing Guaranty Loan No.: 596-HG-007 A01, 596-HG-010 A01.

1. Attention: Mr. Jaime Chavez-Almendares, Financial Manager, Banco Centroamericano de Integracion Economica (CABEL), P.O. Box 772, Tegucigalpa, D.C., Honduras.

Telefax Nos.: 011/(504) 37-0188 or 011/(504) 37-9173 (preferred communication).

Telephone Nos.: 011/(504) 37-3119 or 011/(504) 38-4901.

Interested lenders should contact the Borrower as soon as possible and indicate their interest in providing financing for the Housing Guaranty Program. Interested lenders should limit their bids to the Borrower's representatives by *Wednesday, September 6, 1995, 12:00 noon Eastern Daylight Savings Time*. Bids should be open for a period of 48 hours from the bid closing date. Copies of all bids should be simultaneously sent to the following:

Mr. Ronald Carlson, Director, Regional Housing and Urban Development Office, Central America, USAID/RHUDO/Guatemala, Unit 3323, APO AA 34024. (Street address: 1 Calle 7-66, Zona 9, 01009, Plaza Uno Bldg., Guatemala City, Guatemala, C.A.)

Telefax Nos.: 011/(502) 2-320-663 or 011/(502) 2-311-151 (preferred communication).

Telephone Nos.: 011/(502) 2-320-603 or 011/(502) 2-320-202.

Mr. Charles Billand, Assistant Director, Mr. Peter Pirnie, Financial Advisor.

Address: U.S. Agency for International Development, Office of Environment and Urban Programs, G/ENV/UP, Room 409, SA-18, Washington, DC 20523-1822.

Telex No.: 892703 AID WSA.

Telefax No.: 703/875-4384 or 875-4639 (preferred communication).

Telephone No.: 703/875-4300 or 875-4510.

For your information the Borrower is currently considering the following terms:

- (1) *Amount:* U.S. \$7 million.
- (2) *Term:* Alternatives of 15, 20, 25 and 30 years.
- (3) *Grace Period:* Five years grace on repayment of principal. (During grace period, semi-annual payments of interest only. Thereafter, semi-annual level payments of principal and interest over the remaining life of the loan).
- (4) *Interest Rate:* Quotes for fixed rate, only.

Fixed Interest Rate: For bid comparison purposes, rates are to be quoted based on a spread over an index, specifically the 6 $\frac{7}{8}$ % U.S. Treasury Bond due August 15, 2025. The actual rate is to be set at the time of acceptance.

- (5) *Prepayment:*
 - (a) Offers should include options for prepayment and mention prepayment premiums, if any. Options for prepayment should be on the following basis:
 - (i) For a 15 year term, callable after five years on any semi-annual payment date.
 - (ii) For 20, 25, 30 year terms, callable after 10 years on any semi-annual payment date.
 - (b) Only in an extraordinary event to assure compliance with statutes binding USAID, USAID reserves the right to accelerate the loan (it should be noted that since the inception of the USAID Housing Guaranty Program in 1962, USAID has not exercised its right of acceleration).
- (6) *Fees:* Offers should specify the placement fees and other expenses, including USAID fees, Paying and Transfer Agent fees, and out of pocket expenses, etc. Lenders are requested to include all legal fees in their placement fee. Such fees and expenses shall be payable at closing from the proceeds of the loan. *All fees should be clearly specified in the offer.*
- (7) *Closing Date:* Not to exceed 60 days from date of selection of lender.

Selection of Investment bankers and/or lenders and the terms of the loan are initially subject to the individual discretion of the Borrower, and thereafter, subject to approval by USAID. Disbursements under the loan will be subject to certain conditions required of the Borrower by USAID as set forth in agreements between USAID and the Borrower.

The full repayment of the loans will be guaranteed by USAID. The USAID guaranty will be backed by the full faith and credit of the United States of America and will be issued pursuant to

authority in Section 222 of the Foreign Assistance Act of 1961, as amended (the "Act").

Lenders eligible to receive the USAID guaranty are those specified in Section 238(c) of the Act. They are: (1) U.S. citizens; (2) domestic U.S. corporations, partnerships, or associations substantially beneficially owned by U.S. citizens; (3) foreign corporations whose share capital is at least 95 percent owned by U.S. citizens; and, (4) foreign partnerships or associations wholly owned by U.S. citizens.

To be eligible for the USAID guaranty, the loans must be repayable in full no later than the thirtieth anniversary of the disbursement of the principal amount thereof and the interest rates may be no higher than the maximum rate established from time to time by USAID.

Information as to the eligibility of investors and other aspects of the USAID housing guaranty program can be obtained from: Mr. Michael J. Lippe, Director, Office of Environment and Urban Programs, U.S. Agency for International Development, Room 409, SA-18, Washington, DC 20523-1822, Fax Nos: 703/875-4384 or 875-4639, telephone: 703/875-4300.

Dated: August 18, 1995.

Michael G. Kitay,

Assistant General Counsel, Bureau for Global Programs, Field Support and Research, U.S. Agency for International Development.

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INTERNATIONAL TRADE COMMISSION

[Investigations Nos. 731-TA-736 and 737 (Preliminary)]

Large Newspaper Printing Presses and Components Thereof, Whether Assembled or Unassembled, From Germany and Japan

Determinations

On the basis of the record¹ developed in the subject investigations, the Commission determines, pursuant to section 733(a) of the Tariff Act of 1930 (19 U.S.C. 1673b(a)),² that there is a reasonable indication that an industry in the United States is materially injured³ by reason of imports from

¹ The record is defined in sec. 207.2(f) of the Commission's Rules of Practice and Procedure (19 CFR 207.2(f)).

² These investigations are subject to the Uruguay Round Agreements Act amendments to the Tariff Act of 1930.

³ Commissioner Rohr and Commissioner Newquist determine that there is a reasonable indication of threat of material injury.

Germany and Japan of large newspaper printing presses and components thereof, whether assembled or unassembled, provided for in subheadings 8443.11.10, 8443.11.50, 8443.21.00, 8443.30.00, 8443.40.00, 8443.60.00, 8443.90.50, 8471.91.40, 8471.91.80, 8524.21.30, 8524.90.20, 8524.90.30, 8524.90.40, 8537.10.30, 8537.10.60, and 8537.10.90 of the Harmonized Tariff Schedule of the United States, that are alleged to be sold in the United States at less than fair value (LTFV).

Background

On June 30, 1995, a petition was filed with the Commission and the Department of Commerce by Rockwell Graphic Systems, Inc., Westmont, IL, alleging that an industry in the United States is materially injured or threatened with material injury by reason of LTFV imports of large newspaper printing presses and components thereof, whether assembled or unassembled, from Germany and Japan.

Accordingly, effective June 30, 1995, the Commission instituted antidumping investigations Nos. 731-TA-736 and 737 (Preliminary). Notice of the institution of the Commission's investigations and of a public conference to be held in connection therewith was given by posting copies of the notice in the Office of the Secretary, U.S. International Trade Commission, Washington, DC, and by publishing the notice in the **Federal Register** of July 10, 1995 (60 F.R. 35564). The conference was held in Washington, DC, on July 21, 1995, and all persons who requested the opportunity were permitted to appear in person or by counsel.

The Commission transmitted its determinations in these investigations to the Secretary of Commerce on August 14, 1995. The views of the Commission are contained in USITC Publication 2916 (August 1995), entitled "Large Newspaper Printing Presses and Components Thereof, Whether Assembled or Unassembled, from Germany and Japan: Investigations Nos. 731-TA-736 and 737 (Preliminary)."

Issued: August 15, 1995.

By order of the Commission.

Donna R. Koehnke,
Secretary.

[FR Doc. 95-20901 Filed 8-22-95; 8:45 am]

BILLING CODE 7020-02-M

DEPARTMENT OF JUSTICE

Notice of Lodging of Consent Decree Pursuant to the Comprehensive Environmental Response, Compensation and Liability Act

In accordance with 42 U.S.C. §§ 9622(d)(2) and 6973(d), and Departmental policy, 28 CFR 50.7, notice is hereby given that a proposed consent decree in *United States v. Apache Energy and Minerals Co., et al.*, Civil Action No. 86-C-1675 (Consolidated with 83-C-2388) was lodged on August 10, 1995, with the United States District Court for the District of Colorado.

The settlement concerns the California Gulch Superfund Site located in the central Rocky Mountains near Leadville, Colorado (the "Site"), an area impacted by extensive mining and ore processing activities. Atlas Mortgage Company—Colorado, Inc. ("Atlas") owns various mining claims in a portion of the Site upon which lead mill tailings and other mine waste is located. Under the terms of the settlement, a monetary judgment will be entered against Atlas in favor of the United States in the amount of \$1 million for the government's past response costs, and Atlas is declared liable for any future response costs incurred by the United States in performing response actions upon Atlas' mining claims. Atlas' obligations will be secured by a lien upon Atlas' mining claims. Furthermore, Atlas agrees not to interfere with the implementation of response actions upon its mining claims. In exchange, the United States covenants not to sue Atlas for Atlas' liability at the Site under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, and Section 7003 of the Resource Conservation and Recovery Act, (RCRA), 42 U.S.C. § 6973, excluding natural resource damages, criminal liability, or the future disposal of hazardous substances at the Site.

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 for the Environment and Natural Resources Division, Department of Justice, Washington, D.C. 20530, and should refer to *United States v. Apache Energy and Minerals Co., et al.*, DOJ Ref. #90-11-3-138. Commenters may request a public meeting in the affected areas pursuant to Section 7003(d) of RCRA.

The proposed consent decree may be examined at the Office of the United

States Attorney, 1961 Stout Street, Suite 1200, Federal Building, Denver, Colorado 80294; the Region VIII Office of the Environmental Protection Agency, 999 18th Street, Suite 700 South, Denver, Colorado, 80202; and at the Consent Decree Library, 1120 G Street, N.W., 4th Floor, Washington, D.C. 20005, (202) 624-0892. A copy of the proposed 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 \$6.75 (25 cents per page reproduction costs) payable to the Consent Decree Library.

Bruce S. Gelber,

Acting Chief, Environment and Natural Resources Division, Environmental Enforcement Section.

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BILLING CODE 4410-01-M

Notice of Lodging of Amendment to Consent Decree Pursuant to the Toxic Substances Control Act

In accordance with Departmental policy, 28 CFR § 50.7 notice is hereby given that a proposed second amendment to the 1991 consent decree in *United States v. Boliden Metech, Inc.*, Civil Action No. 89-208-T, was lodged on August 11, 1995, with the United States District Court for the District of Rhode Island. The complaint alleged that the Defendant violated provisions of the Toxic Substances Control Act and regulations promulgated thereunder regarding the use, handling, storage and disposal of shredded electronic scrap that contains polychlorinated biphenyls ("PCBs"). The proposed second amendment to the consent decree sets forth procedures whereby the Defendant will export approximately 4,200 tons of the shredded electronic scrap for processing at a smelter operated by Boliden Mineral AB in Skelleftehamn, Sweden. Boliden Mineral AB is an affiliate of the Defendant. A first amendment to the consent decree governed a similar shipment in 1993.

The proposed decree may be examined at the Office of the United States Attorney, 10 Dorrance Street, Providence, Rhode Island; and at the Environmental Enforcement Section Consent Decree Library, 1120 G Street, N.W., Washington, DC 20005, (202) 624-0892. A copy of the proposed decree may be obtained in person or by mail from the Consent Decree Library. In requesting a copy, please refer to the referenced case and enclose a check in the amount of \$5.50 (twenty-five cents