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 decrees. Comments should be addressed to the Assistant Attorney General, Environment and Natural Resource Division, United States Department of Justice, Washington, DC 20530, and should refer to *United States* v. *Cantrell, et al.*, Civil Action No. C–1–97–981 (S.D. Ohio) and *United States* v. *Ohio Power Co., et al.*, Civil Action No. C–1–98–247 (S.D. Ohio), and DOJ Reference Nos. 90–11–3–1756 and 90–11–3–1756/1, and the proposed consent decree(s) which the comments address.

The proposed consent decrees may be examined at: (1) The Office of the Untied States Attorney for the Southern District of Ohio, 220 U.S. Courthouse, 100 East Fifth street, Cincinnati, Ohio 45202 (contact Gerald Kaminski (513–684–3711)); (2) the United States Environmental Protection Agency (Region 5), 77 West Jackson Boulevard, Chicago, Illinois 60604–3590 (contact Mony Chabria (312–886–6842)); and (3) the U.S. Department of Justice, Environment and Natural Resources Division Consent Decree Library, 1120 G Street, NW, 3rd Floor, Washington, DC 20005 (202–624–0892). Copies of the proposed consent decrees may be obtained in person or by mail from the Consent Decree Library, 1120 G Street, NW, 3rd Floor, Washington, DC 20005. In requesting copies, please refer to the referenced case and DOJ Reference Number, the proposed consents decree(s) requested, and enclose a check for the amount(s) described below, made payable to the Consent Decree Library. The cost for a copy of the ''Partial Consent Decree with Settling Defendant Mansbach Realty Co. (d/b/a Mansbach Metal Co.) and Certain Third-Party Settling Defendants'' and all appendices is $13.50 (54 pages at 25 cents per page reproduction costs). The cost for a copy of the ''Partial Consent Decree with Settling Defendant Oak Hill Foundry & Machine Works, Inc.'' and all appendices is $6.25 (25 pages at 25 cents per page reproduction costs). The cost for a copy of the ''Partial Consent Decree with certain Third-Party Settling Defendants'' and all appendices is $6.75 (27 pages at 25 cents per page reproduction costs). The cost for a copy of the ''Partial Consent Decree with Settling Defendant City or Ironton, Ohio'' and all appendices is $6.25 (25 pages at 25 cents per page reproduction costs).

Joel M. Gross,

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

[FR Doc. 99–16942 Filed 7–2–99; 8:45 am]

BILLING CODE 4410–15–M

DEPARTMENT OF JUSTICE

Antitrust Division

U.S. v. Signature Flight Support Corporation, et al.; Public Comments and Plaintiff's Response

Notice is hereby given pursuant to the Antitrust Procedures and Penalties Act, 15 U.S.C. 16(b)–(h), that the Public Comment and Plaintiff's Response have been filed with the United States District Court of the District of Columbia in United States v. Signature Flight Support Corporation, Civ. Action No. 9900537 (RCL).

On March 1, 1999, the United States filed a civil antitrust Complaint alleging that Signature Flight Support Corporation's (''Signature'') proposed acquisition of AMR Combs, Inc., (''Combs'') would violate section 7 of the Clayton Act, 15 U.S.C. 18. The Complaint alleged that Signature and Combs are fixed based operators (FBOs) located at various airports throughout the United States. Signature's acquisition of Combs would have eliminated its only FBO competitor at Bradley International Airport and at Palm Springs Regional Airport. The acquisition would have also significantly reduced the likelihood of entry of a third, independent FBO competitor at Denver Centennial Airport. As a result, the proposed acquisition would substantially lessen competition for FBO services at those airports in violation of section 7 of the Clayton Act.

Public comment was invited within the statutory 60-day comment period. The one comment received, and the response thereto, is hereby published in the **Federal Register** and filed with the Court. Copies of these materials may be obtained on request and payment of a copying fee.

Constance K. Robinson,

Director of Operations and Merger Enforcement, Antitrust Division.

Plaintiff's Response to Public Comment

Pursuant to the requirements of the Antitrust Procedures and Penalties Act, 15 U.S.C. § 16(b)–(h) (''Tunney Act''), the United States hereby responds to the single public comment received regarding the proposed Final Judgment in this case.

I. Background

On March 1, 1999, the United States Department of Justice (''the Department'') filed the Complaint in this matter. The Complaint alleges that Signature Flight Support Corporation's (''Signature'') proposed acquisition of AMR Combs, Inc. (''Combs''), a wholly owned, indirect subsidiary of AMR Corporation, would violate section 7 of the Clayton Act, 15 U.S.C. § 18. The Complaint alleges that Signature and Combs are fixed base operators (FBOs) located primarily at various airports throughout the United States. FBOs provide flight support services to general aviation customers. By acquiring the Combs FBO facilities, Signature would eliminate its sole FBO competitor at Bradley International Airport (''BDL'') and at Palm Springs Regional Airport (''PSP''). In addition, Signature's proposed acquisition would significantly reduce the likelihood of entry by a third, independent FBO competitor at Denver Centennial Airport (''APA''). As a result, the Complaint alleges, the proposed acquisition would substantially lessen competition for FBO services at APA, BDL and PSP in violation of section 7 of the Clayton Act. 15 U.S.C. § 18.

Simultaneously with the filing of the Complaint, the Department filed the proposed Final Judgment and Stipulation signed by all the parties that allows for entry of the proposed Final Judgment following compliance with the Tunney Act. The Department also filed a Competitive Impact Statement (''CIS'') on March 15, 1999, that was subsequently published in the **Federal Register** on March 26, 1999. The CIS explains in detail the provisions of the proposed Final Judgment, the nature and purposes of these proceedings, and the transaction giving rise to the alleged violation.

As the Complaint and the CIS explain, the merger as originally proposed was likely to reduce or eliminate competition in three specific markets for flight support services—the APA, BDL and PSP markets. The proposed Final Judgment is intended to prevent the expected lessening of competition the merger would cause in those markets.

As a remedy to competitive harm in the BDL and PSP markets for flight support services, the Department and Signature, Combs, and AMR agreed to divestiture of one of the FBO businesses at each airport. In addition, the parties agreed to remedy the competitive harm in the APA market for flight support services by transferring Signature's

interest in a new FBO facility at APA to another FBO or by divesting the existing Combs FBO business to an independent and financially viable competitior. These remedies are intended to protect consumers by ensuring continued vigorous competition in each market.

The 60-day comment period for public comments expired on May 25, 1999. The Department had received only one comment, from Robert A. Wilson, President of Wilson Air Center, an FBO located at the Memphis International Airport in Memphis, Tennessee.[1]

II. Response to the Public Comment

Wilson opposes the Department's decision to permit Signature's acquisition of Combs subject to the divestiture of FBO facilities or interests in FBO facilities at APA, BDL and PSP. Wilson claims that the Department should have challenged the acquisition in another market that consists of the Memphis International Airport. The Wilson comment indicates that the Memphis International Airport market has only two FBO competitors: Combs and Wilson Air Center. According to Wilson, shortly before the announcement of the transaction between Signature and Combs, Combs had negotiated various agreements with the Memphis and Shelby County Airport Authority that he believes place Wilson Air Center at a competitive disadvantage. In Wilson's view, Signature's purchase of Combs is objectionable because it perpetuates what he considers to be anticompetitive agreements at the Memphis International Airport.

The Clayton and Sherman Acts, judicial precedent, and the Horizontal Merger Guidelines[2] govern the Department's review of mergers. The first step in the review is defining relevant product and geographic markets where the merging firms are actual or potential competitors. Once the relevant markets are identified, the analysis turns to the competitive implications of the proposed transaction's elimination of one of the firms. Signature and Combs did not compete with one another at the Memphis International Airport, and there was no indication that Signature planned to become an independent competitor at the airport. Since there was no actual or potential competition and thus, no substantial lessening of competition, that market would not be—and, in fact, was not—one that merited review. Instead, the Department identified three geographic markets were Signature and Combs were actual or potential competitors, and determined that, as a result of the acquisition, competition in those markets would be substantially lessened. Accordingly, the Department brought its case on the basis of those three markets, and obtained as relief divestitures designed to ensure continued competition in each market. In sum, the Wilson comment does not raise competition issues caused by the proposed acquisition.

III. The Legal Standard Governing the Court's Public Interest Determination

Once the Department moves for entry of the proposed Final Judgment, the Tunney Act directs the Court to determine whether entry of the proposed Final Judgment ''is in the public interest.'' 15 U.S.C. § 16(e). In making that determination, the ''court's function is not to determine whether the resulting array of rights and liabilities 'is one that will best serve society,' but only to confirm that the resulting 'settlement is within the reaches of the public interest.' '' *United States* v. *Western Elec. Co.,* 993 F.2d 1572, 1576 (D.C. Cir. 1993) (citation omitted).[3] The Court should evaluate the relief set forth in the proposed Final Judgment and should enter the proposed Final Judgment if it falls within the government's ''rather broad discretion to settle with defendant within the reaches of the public interest.'' *United States* v. *Microsoft Corp.,* 56 F.3d 1448, 1461 (D.C. Cir. 1995); *accord United States* v. *Associated Milk Producers,* 534 F.2d 113, 117–18 (8th Cir. 1976).

Because Wilson argues for a different case than the one that the Department brought, and does not address the relief ordered by the proposed Final Judgment, the comment raises no issues relevant to this Tunney Act proceeding. The Tunney Act does not contemplate a judicial reevaluation of the government's determination of which violations to allege in the Complaint. The government's decision not to bring a particular case based on the facts and law before it at a particular time, like any other decision not to prosecute, ''involves a complicated balancing of a number of factors which are peculiarly within [the government's] expertise.'' *Heckler* v. *Chaney,* 470 U.S. 821, 831 (1985). Thus, the Court may not look beyond the Complaint ''to evaluate claims that the government did not make and to inquire as to why they were not made.'' *Microsoft,* 56 F.3d at 1459; *see also Associated Mild Producers,* 534 F.2d at 117–18.

Similarly, the government has wide discretion within the reaches of the public interest to resolve potential litigation. *See, e.g., Western Elect.,* 993 F.2d at 1577; *United States* v. *American Tel. & Tel. Co.,* 552 F. Supp. 131, 151–52 (D.D.C. 1982). The Supreme Court has recognized that a government antitrust consent decree is a contract between the parties to settle their disputes and differences, *United States* v. *ITT Continental Baking Co.,* 420 U.S. 223, 235–38 (1975); *United States* v. *Armour & Co.,* 402 U.S. 673, 681–82 (1971), and ''normally embodies a compromise; in exchange for the saving of cost and elimination of risk, the parties each give up something they might have won had they proceeded with the litigation.'' *Armour,* 402 U.S. at 681. This proposed Final Judgment has the virtue of bringing the public certain benefits and protection without the uncertainty and expense of protracted litigation. *Id.; Microsoft,* 56 F.3d at 1459.

Finally, the entry of a governmental antitrust decree forecloses no private party from seeking and obtaining appropriate antitrust remedies. Thus, defendants will remain liable for any illegal acts, and any private party may challenge such conduct if and when appropriate. If the commenting party has a basis for suing the defendants, it may do so. The legal precedent discussed above holds that the scope of a Tunney Act proceeding is limited to whether entry of this particular proposed Final Judgment, agreed to by the parties as settlement of this case, is in the public interest.

IV. Conclusion

After careful consideration of the comment, the Department concludes that entry of the proposed Final Judgment will provide an effective and appropriate remedy for the antitrust violation alleged in the Complaint and is in the public interest. The Department will move the Court to enter the proposed Final Judgment after the public comment and this Response have been published in the **Federal Register**, as 15 U.S.C. § 16(d) requires.

Dated this 21st day of June, 1999.

[1] The comment is attached. The Department plans to public promptly the comment and this response in the Federal Register. The Department will provide the Court with a certificate of compliance with the requirements of the Tunney Act and file a motion for entry of final judgment once publication takes place.

[2] Federal Trade Commission and United States Department of Justice, Horizontal Merger Guidelines (1992, rev. 1997).

[3] The *Western Electric* decision concerned a consensual modification of an existing antitrust decree. The Court of Appeals assumed that the Tunney Act was applicable.

Respectfully submitted.

Nina B. Hale,

Salvatore Mass,

U.S. Department of Justice, Antitrust Division, 325 7th Street, NW, Suite 500, Washington, D.C. 20530, (202) 307–6351.

Certificate of Service

I, Marian Honus, hereby certify that, on June 21, 1999, I caused the foregoing document to be served on defendants Signature Flight Support Corporation, AMR Combs, Inc., and AMR Corporation by having a copy mailed, first-class, postage prepaid, to:

William Norfolk, Esq.,

Sullivan & Cromwell, 125 Broad Street, New York, NY 1004.

Eugene A. Burrus, Esq.,

AMR Corporation, P.O. Box 619616, MD 5675, Dallas Fort Worth Airport, TX 75261.

Marian Honus

May 21, 1999.

Mr. Roger W. Fones,
Chief, Transportation, Energy and Agriculture Section, Department of Justice, Antitrust Division, 325 Seventh St., NW, Suite 500, Washington, DC 20530

RE: Comments of Wilson Air Center, LLC in Response to **Federal Register** Notice Regarding Proposed Final Judgment and Competitive Impact Statement: *United States of America* v. *Signature Flight Support Corporation, et al.*, **Federal Register** 58 (March 26, 1999)

Dear Mr. Fones: Wilson Air Center, LLC (''Wilson Air'') is an independently owned Fixed Base Operation (''FBO'') and is the only FBO other than AMR Combs, Inc. (''AMR'') located at the Memphis International Airport, Memphis, Tennessee (the ''Memphis Airport''). Wilson Air comments on the proposed acquisition insofar as it will impact FBO competition at the Memphis Airport as follows:

Wilson Air is opposed to the acquisition of AMR by Signature Flight Support Corporation (''Signature'') because it will perpetuate agreements between AMR and the Memphis and Shelby County Airport Authority (the ''Authority'') which will give Signature an illegal competitive advantage for FBO customers at the Memphis Airport. The timing and substance of the recently executed anti-competitive agreements suggests that they were negotiated in anticipation of the instant sale to improperly increase the value of AMR's Memphis operation. If the proposed sale is implemented at the Memphis Airport such that Signature assumes the anti-competitive agreements that are in place, FBO competition at the Memphis Airport will be stifled and Wilson Air will be irreparably harmed.

The Anti-Competitive Agreements

The new lease between the Airport Authority and AMR was executed in late July or early August of 1998 but was made effective as of June 1, 1998 (the ''Lease''). A copy of the AMR Lease is at EXHIBIT A. In the Lease, AMR procured terms which make it impossible for Wilson Air to fairly compete for customers. The Lease also directly violates the Federal Grant Assurances [1] which, as a contractual obligation for the receipt of Federal funding, mandate fair and equitable treatment of FBOs so that competition can be preserved at airports supported with Federal funds.

Disparate Lease Rates

The terms of the Lease which violate the Federal Grant Assurances create the anti-competitive environment which the Grant Assurances sought to prevent. The Lease includes disparate pricing terms.[2] At Paragraph 4 and in its Exhibit C, the Lease in 1998 granted to AMR property at rates far below the then existing market and far below rates which had been set for Wilson Air more than four (4) years earlier. More precisely, effective June 30, 1998, the Lease requires AMR to pay between $.0759 per square foot for ''unimproved land'' and $.0949 per square foot for ''improved land.'' In the lease, AMR's base lease rental schedule increases incrementally through 2010. Even so, rates for ''unimproved land'' remain well below the rates paid by Wilson Air until after June 30, 1005. The rates charged to AMR are shown on Exhibit C to the Lease (EXHIBIT A). Moreover, it appears that AMR is paying nothing for the 13,500 square feet occupied by the General Aviation Building. In stark contrast Wilson Air, in a lease of more unimproved land negotiated in 1994 which extends through 2005, must pay $.12 per square foot. Wilson Air at that higher rate was required to build its entire facility from the ground up. A copy of Wilson Air's lease is at EXHIBIT B.

The disparate rates included in the Lease make it impossible for Wilson Air profitably to offer its current and prospective FBO tenants lease rates which are competitive with the lease rates offered by AMR. AMR has already used the disparate lease rates to procure for itself customers. As shown in Paragraph 8a of the sublease at EXHIBIT C, AMR as of July 17, 1998, subleased to Richard's Aviation, Inc. at the rate of $.0759 per square foot—four and one-half cents less than the Authority had leased unimproved land to Wilson Air. The inability of Wilson Air to enter match such a rate is obvious. And, as Paragraph IIB of the Notice states ''(t)he largest source of revenues for an FBO is its fuel sales'' and (g)eneral aviation customers generally buy fuel from the same FBO from which they obtain those other services (hangar rental, office space rental, etc.)''. Thus, the reduced lease rates given to AMR preclude Wilson Air from competing for hangar tenants and for fuel customers. This Lease term restrains trade and commerce at the Memphis Airport as it relates to the two FBOs and appears to violate both Section 7 of the Clayton Act and Section 1 of the Sherman Act.

Disparity in Land Under Lease

Wilson Air currently has approximately 16 acres of land under lease. Through the Lease, AMR has increased the acreage held by it and has obtained an option for even more land.[3] At this same time, Wilson Air has repeatedly requested from the Authority and has been denied additional land on which to expand its operations. AMR's Lease grants AMR an option on three separate parcels totaling 13.53 acres (identified in the Lease as N, O and P). In the new Lease, as amended, the Authority grants AMR an option to these parcels for $.02 to $.03 per square foot. In addition, 15.45 more acres of new land were added to the new AMR lease.

These terms of the Lease are anti-competitive in that they give AMR approximately 3 times Wilson Air's acreage with which it can entice customers away from Wilson Air at rates well below what Wilson Air must pay the Airport Authority without worrying about running out of space to grow. Since AMR has more land than it can use, it can grant a sublease like the one at EXHIBIT C ''at cost'' knowing that it will get the customer's business for fuel.[4]

Additionally, the location of the land covered by the Lease also precludes Wilson Air access to valuable military fueling contracts. Due to space limitation, Wilson Air cannot bid on and receive military fueling contracts because Wilson Air does not have the available land to handle the type and size of military aircraft for fueling purposes. As with the rental rates, these lease terms appear to violate Section 7 of the Clayton Act and Section 1 of the Sherman Act.

From the documents produced to Wilson Act, it appears that AMR has been responsible for the maintenance and repair of the General Aviation Building (''GAB'') for more than 15 years, but has evidently failed

[1] The Grant Assurances set out fully at Section 47107 of 49 United State Code under the heading Economic Nondiscrimination provide that ''(e)ach fixed-base operator shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-base operators making the same or similar use of such airport * * '' Id. At Para. 22(c). Paragraph 23 of the Grant Assurances, entitled Exclusive Rights, goes on to state that an airport authority sponsor''* * * will permit no exclusive right for the use of the airport by any person providing * * * aeronautical services to the public.'' The Memphis Airport between 1994 and 2008 has and is scheduled to receive $119,380,000 in federal grant funds from the Federal Aviation Administration. As such, Memphis Airport is a federally assisted airport operation and must comply with the Federal Grant Assurances which are incorporated into the Authority's grant funding contracts with the FAA

[2] The Authority has asserted that the Lease is merely an extension of AMR's 1979 Lease and an accommodation for giving up other land. The many substantial discrepancies between the Lease and AMR's 1979 lease show that it is indeed a new document and not an extension of the old lease. Other documents exchanged between AMR and the Authority further rebut this claim.

[3] AMR had approximately 20 acres under its 1979 lease of the south complex. A copy of that lease is at EXHIBIT D.

[4] Paragraph 37 of the sublease at EXHIBIT C tied that sublease to a ''fuel agreement.'' Wilson Air, despite request, has never seen that ''fuel agreement.'' After voicing its concerns, Wilson Air was advised that Paragraph 37 of the Lease was amended to prohibit exclusive fueling agreement being entered into by AMR and its subtenants and customers.

to meet those obligations. Rather than force AMR to comply with its maintenance and repair obligations, however, the Lease grants AMR rent incentives and abatements on the GAB property. Those Lease terms are far more favorable to AMR than the rent terms offered to Wilson Air for another building on the Memphis Airport even though the two buildings will be subject to the same type of FBO usage. Wilson Air has asked the Authority to lease to it a building known as the Northwest AirLink building (the ''NWA''). The Authority ordered a 1995 appraisal which compared the NWA to more expensive off-airport commercial buildings and indicated an adjusted appraisal rental rate of $5.50 per square foot.

Instead of offering any incentives like those given to AMR, the Authority has demanded a $6.50 per square foot rental rate from Wilson Air. The NWA previously has not been used for general aviation tenants, but if Wilson Air rented the building, it would be used for general aviation tenants and general aviation related services. Again by contrast, the Authority in the Lease has abated rent through 2010 on the GAB to AMR while simultaneously demanding that Wilson Air pay $6.50 per square foot for use of the NWA property.[5] Both buildings require the expenditure of substantial funds for improvements and will experience the same or similar uses.

This unequal treatment as to office square precludes Wilson Air from effectively competing for tenants which would require use of such facilities.

In addition to the Lease, AMR and the Authority negotiated two separate ''letter agreements'' which granted AMR month-to-month leases on 3.21 acres and 6.09 acres of improved (closed) runway and taxilane property respectively. The December 16, 1997 letter agreement and the July 27, 1998, letter agreement are at EXHIBITS E and F. The Authority has now acknowledged that while Wilson Air was being told that no additional land was available to Wilson Air, the Authority was giving AMR the free use of this valuable acreage. Thus, the Authority allowed AMR to use land at no cost, while denying land to Wilson Air and requiring it to pay full rent for all land used.[6]

A portion of this land now lies within one of the option parcels granted to AMR and as recently as May 11, 1999, AMR (already operating at the Memphis Airport under the ''Signature'' name) has used the land without paving rental fees. This is another indicia of the manner in which Wilson Air has been hurt by the anti-competitive agreements between the Authority and AMR. These anti-competitive agreements will persist unless Signature is precluded from assuring these agreements at the Memphis Airport.

Wilson Air submits that permitting Signature to move forward with the acquisition of AMR's rights at the Memphis Airport will violate the Competitive Impact Statement and the spirit of the Proposed Final Judgment in the subject suit. Wilson Air further asserts that the Authority's pending assignment of the AMR lease terms to Signature as required by the AMR Lease will perpetuate the anti-competitive environment between FBO's at the Memphis Airport.

Accordingly, Wilson Air requests that the Department of Justice consider the above in determining whether to support the entry of the Final Judgment in the above-cited suit. Alternatively, Wilson Air requests that Department of Justice expand its investigation into the anti-competitive aspects of the sale of AMR to Signature Flight Support Corporation to include consideration of the AMR Lease at the Memphis Airport.

Very truly yours,

Wilson Air Center, LLC

Robert A. Wilson,

President.

RAW/kaw
Enclosures

Exhibits A, B, C, D, & E can be obtained from the Document Office, U.S. Department of Justice, 325 7th Street, N.W., Room 215, Washington, D.C. 20530, or (202) 514–2481.

[FR Doc. 99–16943 Filed 7–2–99; 8:45 am]

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[5] A 1997 airport appraisal of the GAB indicated a minimum $.75 per square foot rental on the building prior to renovation.

[6] Apparently, AMR is still using the old AMR north complex, an additional approximate 12 acre site at a different location on the airport, to service tenants, even though Wilson Air Center has been advised that this site has been designated for use for FedEx Corporation expansion.

DEPARTMENT OF JUSTICE

Immigration and Naturalization Service

Agency Information Collection Activities: Proposed Collection; Comment Request

ACTION: Request OMB Emergency Approval; Immigration Bond.

On June 29, 1999, the Department of Justice, Immigration and Naturalization Service (INS) published a notice in the **Federal Register** at 64 FR 34862, notifying the public that it had submitted a reinstatement with change of a previously approved information collection using emergency review procedures, to the Office of Management and Budget (OMB) for review and clearance with section 1320.13(a)(1)(ii) and (a)(2)(iii) of the Paperwork Reduction Act of 1995. The notice failed to specify the requested date of OMB approval. Therefore, the INS requests OMB approval by July 9, 1999. If granted, the emergency approval is only valid for 180 days. All comments and/or questions pertaining to this pending request for emergency approval should be received prior to July 9,1999 and must be directed to OMB, Office of Information and Regulatory Affairs, Attention: Mr. Stuart Shapiro, 202–395–7316, Department of Justice Desk Officer, Washington, DC 20503.

Comments regarding the emergency submission of this information collection may also be submitted via facsimile to Mr. Shapiro at 202–395–6974.

During the first 60 days of this same period, a regular review of this information collection is also being undertaken. During the regular review period, the INS requests written comments and suggestions from the public and affected agencies concerning this information collection. Comments are encouraged and will be accepted for ''sixty days'' from September 7, 1999. During the 60-day regular review, all comments and suggestions or questions regarding additional information, to include instructions, should be directed to Mr. Richard A. Sloan, 202–514–3291, Director, Policy Directives and Instructions Branch, Immigration and Naturalization Service, U.S. Department of Justice, Room 5307, 425 I Street, NW., Washington, DC 20536. Written comments and suggestions from the public and affected agencies concerning the proposed collection of information should address one or more of the following points:

(1) Evaluate whether the proposed collection of information is necessary for the proper performance of the functions of the agency, including whether the information will have practical utility;

(2) Evaluate the accuracy of the agency's estimate of the burden of the proposed collection of information, including the validity of the methodology and assumptions used;

(3) Enhance the quality, utility, and clarity of the information to be collected; and

(4) Minimize the burden of the collection of information on those who are to respond, including through the use of appropriate automated, electronic, mechanical, or other technological collection techniques or other forms of information technology, e.g., permitting electronic submission of responses.

Overview of this information collection:

(1) *Type of Information Collection:* Reinstatement with change of a previously approved collection.

(2) *Title of the Form/Collection:* Immigration Bond.

(3) *Agency form number, if any, and the applicable component sponsoring the collection:* Form I–352. Detention and Deportation Division, Immigration and Naturalization Service.

(4) *Affected public who will be asked or required to respond, as well as a brief abstract:* Primary: Individuals or households. This information will be