

These documents may also be viewed electronically on the public computers located at the NRC's PDR, O-1F21, One White Flint North, 11555 Rockville Pike, Rockville, MD 20852. The PDR reproduction contractor will copy documents for a fee.

Dated at Rockville, Maryland, this 24th day of November 2009.

For the Nuclear Regulatory Commission.

**William Ford,**

*Acting Chief, Environmental Review Branch, Environmental Protection and Performance Assessment Directorate, Division of Waste Management and Environmental Protection, Office of Federal and State Materials and Environmental Management Programs.*

[FR Doc. E9-28975 Filed 12-3-09; 8:45 am]

BILLING CODE 7590-01-P

---

## POSTAL SERVICE

### Privacy Act of 1974, Computer Matching Program—United States Postal Service and the Defense Manpower Data Center, Department of Defense

**AGENCY:** Postal Service.

**ACTION:** Notice of Computer Matching Program—United States Postal Service and the Defense Manpower Data Center, Department of Defense.

**SUMMARY:** The United States Postal Service® (USPS®) plans to participate as a source agency in a computer matching program with the Defense Manpower Data Center (DMDC), Department of Defense (DoD). The purpose of this agreement is to verify continuing eligibility for the TRICARE Reserve Select Program (TRS) by identifying TRS recipients who are eligible for or receiving health coverage under Federal Employee Health Benefits (FEHB), and to terminate TRS benefits if appropriate.

**DATES:** The matching program will begin on the effective date of the agreement. The effective date is the expiration of a 40-day review period by OMB and Congress or 30 days after the date of publication of this notice, whichever is later. The matching program will be valid for a period of 18 months after this date.

**ADDRESSES:** Written comments on this proposal should be mailed or delivered to the Records Office, United States Postal Service, 475 L'Enfant Plaza, SW., Room 5846, Washington, DC 20260. Copies of all written comments will be available at the above address for public inspection and photocopying between 8 a.m. and 4 p.m., Monday through Friday.

**FOR FURTHER INFORMATION CONTACT:** Jane Eyre at (202) 268-2608.

#### SUPPLEMENTARY INFORMATION:

The Postal Service and DMDC have agreed to conduct a computer matching program under subsection (o) of the Privacy Act of 1974, 5 U.S.C. 552a. The USPS® is undertaking this initiative to assist the DMDC in fulfilling a mandate issued under the John Warner National Defense Authorization Act of 2007 (NDAA of 2007) (Pub. L. 109-364). This Act established the enhanced TRS program as of October 1, 2007, while excluding Selected Reserve members eligible for Federal Employee Health Benefits (FEHB) under chapter 89 of title 5, U.S. Code, from participation in TRS.

The Postal Service has agreed to assist the DMDC in its efforts to identify individuals who are not entitled to receive health coverage under TRS. Currently, upon initial enrollment into TRS, service members must certify that they are not eligible for FEHB in order to purchase TRS health care insurance coverage. TRS has no termination date. The parties to this agreement have determined that a computer matching program is the most efficient, expeditious, and effective means of identifying ineligible TRS recipients who are eligible for or receiving health coverage under FEHB. Absent the matching agreement, DoD would have to recertify the enrolled population every year. Manual verification of Federal employment information would be an unnecessary and burdensome process and a significant expense for the DoD. Additionally, it is possible that not all affected individuals would be identified. There are no other consolidated data sources available containing this type of information.

The match will compare systems of records maintained by the respective agencies under the Privacy Act of 1974, from which records will be disclosed for the purpose of this computer match. The Postal Service's Personnel Compensation and Payroll Records (USPS System of Records (SOR) 100.400) will be compared with a file of records of Selected Reserve members who are enrolled in the TRS. These disclosures are authorized by a Privacy Act routine use. This routine use, identified as routine use 7, is applicable to the payroll system of records as well as other personnel systems, and permits disclosures to federal and state agencies when the record is needed by the Postal Service or another agency to determine employee participation in, and eligibility under, particular benefit programs administered by those

agencies. The DMDC will use the systems of records identified as DMDC 02, "Defense Enrollment Eligibility Reporting System (DEERS)" as amended by 74 FR 18356 (April 22, 2009). Routine use 22(1) provides the DoD with the FEHB eligibility and Federal employment information necessary to determine continuing eligibility for the TRS program.

The DMDC will provide semi-annual data to be used in the match, including Social Security Numbers, names, and dates of birth for TRS-enrolled Selected Reservists. The USPS® will submit to the DMDC a file of matches against the USPS Payroll database.

The DMDC will update the database with the USPS FEHB eligibility information and will provide the matching results to the responsible Reserve Component. The responsible Reserve Component is responsible for verifying the information and making final determinations as to positive identification and eligibility for TRS benefits.

This computer match may have an adverse effect on individuals that are identified from the match. After verifying the accuracy of the matching information and determining ineligibility for coverage under TRS, the DoD will immediately notify individuals of their ineligibility for TRS and inform them at the same time about procedures for enrolling in FEHB. This process will help to alleviate or minimize any break in medical coverage.

The privacy of employees will be safeguarded and protected. The USPS® will manage all data in strict accordance with the Privacy Act and the terms of the matching agreement. Any verified data that is maintained will be managed within the parameters of Privacy Act System of Record USPS® 100.400, Personnel Compensation and Payroll Records (last published April 29, 2005 (70 FR 22548)).

The USPS® will provide 40 days of advance notice to Congress and postal employee unions for each subsequent matching agreement. Set forth below are the terms of the matching agreement (exclusive of attachments), which provide information required by the Privacy Act of 1974, as amended (5 U.S.C. 552a), OMB Final Guidance Interpreting the Provisions of Public Law 100-503, the Computer Matching and Privacy Protection Act of 1988, 54 FR 25818 (June 19, 1989), and OMB

Circular No. A-130, Appendix I, 65 FR 77677 (December 12, 2000).

**Stanley F. Mires,**  
*Chief Counsel, Legislative.*

**Computer Matching Agreement  
Between the United States Postal  
Service and the Defense Manpower  
Data Center, Department of Defense**

*A. Purpose of the Computer Matching  
Agreement (CMA)*

The purpose of this agreement is to establish the conditions, safeguards and procedures under which the United States Postal Service (USPS), an independent establishment of the executive branch of the Government of the United States, section 201 title 39, United States Code (U.S.C.) USPS Payroll, will disclose Federal Employees Health Benefits (FEHB) eligibility to the Defense Manpower Data Center (DMDC), Defense Enrollment and Eligibility Reporting System Office (DEERS), and the Office of the Assistant Secretary of Defense, Reserve Affairs (OSD/RA). This disclosure by USPS will provide the DoD with the FEHB eligibility and Federal employment information necessary to determine continuing eligibility for the TRICARE Reserve Select (TRS) program.

Section 1076d of title 10, U.S.C. requires the Department of Defense to discontinue eligibility for TRS for those Selected Reserve members who are eligible for health care benefits under chapter 89 of title 5, U.S.C. This CMA will allow a file of records of Selected Reserve members, who are enrolled in the TRS, to match the USPS Payroll to determine eligibility for the FEHB Program. USPS will return the results of the computer match to DMDC, providing the FEHB eligibility information on records that match to their database. DMDC will provide information to the Reserve Components (RCs) for due process on only those members with FEHB eligibility that are currently enrolled in TRS.

This computer matching agreement supersedes all existing data exchange agreements between USPS and DMDC, for the exchange of personal data for purposes of disclosing eligibility information for FEHB.

*B. Legal Authority*

This CMA is executed to comply with the Privacy Act of 1974 (section 552a title 5, U.S.C.), as amended, (as amended by Public Law (Pub. L.) 100-503, the Computer Matching and Privacy Protection Act (CMPPA) of 1988), the Office of Management and Budget (OMB) Circular A-130, titled "Management of Federal Information

Resources" at 61 **Federal Register** (FR) 6435 (February 20, 1996), and OMB guidelines pertaining to computer matching at 54 Fed. Reg. 25818 (June 19, 1989). The Postal Service is authorized to enter into this Agreement by section 411 title 39, U.S.C.

The John Warner National Defense Authorization Act of 2007 (NDAA of 2007) (Pub. L. 109-364) established the enhanced TRS program as of October 1, 2007 while excluding those Selected Reserve members, who are eligible for FEHB under chapter 89 of title 5, U.S.C., from participation in TRS. This agreement implements the additional validation processes needed by DoD to insure Selected Reserve members eligible for FEHB are not enrolled in TRS.

This CMA will allow DoD to accomplish its mandate. There are no other data sources available with this consolidated type of FEHB eligibility information. Manual verification by units of Federal employment information would be an unnecessary and burdensome process and a significant expense for the DoD. The use of computer technology to transfer data between USPS Payroll and DEERS is faster and more efficient than the use of any other manual processes.

*C. Definitions*

(1) USPS Payroll means the United States Postal Service Payroll processing unit in Eagan, MN.

(2) DEERS means Defense Enrollment Eligibility and Reporting System.

(3) Recipient Agency, as defined by the Privacy Act (section 552a (a) (9) title 5 U.S.C.), means the agency receiving the records and actually performing the computer match; *i.e.*, the matching agency, USPS.

(4) Source Agency, as defined by the Privacy Act (section 552a (a) (11) title 5, U.S.C.), means the agency initially disclosing the records for the purpose of the match; *i.e.*, DMDC.

(5) DoD means Department of Defense.

(6) DMDC means the Defense Manpower Data Center.

(7) FEHB means Federal Employees Health Benefits Program.

(8) TRS means TRS, a premium based TRICARE military health care program for Selected Reservists.

(9) OSD/RA means the Office of the Secretary of Defense for Reserve Affairs.

*D. Description of the Match and Records*

Under the terms of this matching agreement, DMDC will provide to USPS Payroll a file consisting of social security numbers (SSN), dates of birth (DOB), and names of Selected Reserve

members enrolled in TRS. DMDC will update their database with FEHB eligibility information from the USPS response file. DMDC will be responsible for providing the verified information to the Reserve components for determining TRS eligibility.

USPS agrees to conduct a semi-annual computer match of the SSNs of Selected Reservists enrolled in TRS provided by DMDC's DEERS against the information found in the USPS personnel system of record for career USPS employees. USPS will validate the identification of the Selected Reserve record that matches against the SSN, DOB, and name provided by DMDC. USPS will provide an FEHB Eligibility Code, a multiple record indicator and a DOB match indicator. USPS will forward a response file to DMDC within 30 business days following the receipt of the initial finder file and for any subsequent files submitted.

*E. Justification and Anticipated Results*

(1) Justification. The National Defense Authorization Act of Fiscal Year 2007 (NDAA FY-07) (Pub. L. 109-364) simplified the TRS program and provided a 28% premium share of the total cost for all Selected Reserve members enrolled in the program as of October 1, 2007. Under the new law a member of the Selected Reserve who is eligible for the FEHB Program under chapter 89 of title 5, U.S.C. is not eligible for the TRS program. In order to effectively administer the program, DoD has a requirement to have a verified source of FEHB eligibility.

Upon initial enrollment into TRS service members must certify they are not eligible for FEHB in order to purchase TRS health care insurance coverage. Since there is no mandatory termination date for TRS, DoD will validate the eligibility status of the member on a semi-annual basis with USPS Payroll. Absent the matching agreement, it would be necessary for the enrolled Selected Reserve population to recertify every year. This would be an unnecessary process for beneficiaries as well as a significant expense for DoD. The use of computer technology to transfer data between DMDC and USPS is faster and more efficient than the use of any other manual process.

(2) Anticipated Results. The data provided by USPS will be used in conjunction with DMDC data, to identify beneficiaries who are enrolled in TRS and at the same time are eligible for FEHB. The computer match between USPS Payroll and DEERS could have an adverse impact on those individuals who lose their entitlement for TRS benefits. However, the individuals will

be notified immediately of their ineligibility for TRS and will be informed about procedures for enrolling in FEHB. This matching process will help to insure the member has no break, or a limited break, in medical coverage.

The benefits to be derived from this matching operation are primarily non-quantifiable. DoD is responding to statute to exclude from the TRS program service members eligible for FEHB. No savings will accrue to DoD as a result of this match. Eligible beneficiaries will receive care they are entitled to under the law. By law, a cost benefit analysis must be prepared unless a waiver is sought. See paragraph XII for a "Waiver of Cost Benefit Analysis" statement.

#### F. Description of the Records

(1) Systems of Records (SOR). DoD will use the SOR identified as DMDC 02, entitled "Defense Enrollment Eligibility Reporting System (DEERS)" as amended by 74 Fed. Reg. 18356 (April 22, 2009). SSNs of DoD TRS Sponsors will be released to USPS pursuant to the routine use set forth in the system notice, which provides that data may be released to USPS "for support of the DEERS enrollment process and to identify individuals not entitled to health care under TRS." (A copy of the system notice is given at Attachment 1).

Identification and FEHB status of DoD TRS sponsors will be provided by USPS to validate the eligibility statutory requirement of the TRS program. Therefore, eligibility information may also be maintained in the SOR identified as USPS 100.400, Personnel Compensation and Payroll Records—given at attachment 2.

(2) Number of Records. DMDC will submit an initial file containing the SSNs, Names, and DOB of TRS enrolled Selected Reservists for matching against the USPS Payroll database, and will submit subsequent finder files on a semi-annual basis thereafter. USPS will provide a reply file containing all appropriate matched and failed responses.

(3) Specified Data Elements. See Attachment 4 for a sample record format for the finder file and the reply file.

(4) Operational Time Factors. DMDC will forward the initial finder file of TRS sponsors to USPS after the Congressional and OMB review and public comment requirements, mandated by the Privacy Act, have been satisfied. USPS will provide a response file no later than 30 business days after receipt of the initial finder file. Subsequent finder files, submitted on a semi-annual basis, will receive a response within approximately 30

business days of receipt. USPS Payroll requires the reporting of the Health plan semi-annually; March and September. The file is usually available for use from 60 to 90 days after the end of the month.

#### G. Notice Procedures

TRICARE Management Activity (TMA) will inform all TRS sponsors of computer matching activities at the time of enrollment by means of the encounter statement on DD-Form 2896-1, also known as the TRS Request Form. This form is used to coordinate enrollment into the TRS program. TRS sponsors will certify at the time of enrollment they are not eligible for FEHB.

In order to provide direct notice, DMDC first needs the information from USPS to identify TRS participants who are FEHB eligible. Once DMDC receives that information, the TRS sponsors who are identified by USPS as FEHB eligible will be provided to each RC. The RC will verify the eligibility information and request the service member to terminate TRS coverage if the USPS information is correct or to seek Reserve component assistance to correct their FEHB eligibility information in USPS Payroll if USPS data is incorrect. TMA will also provide qualifying information for TRS to Selected Reserve members and TRS participants through beneficiary handbooks, pamphlets, educational materials, press releases, briefings, and via the TMA Web site.

Any deficiencies, as to direct notice to the individual for the matching program are solved by the indirect or constructive notice that is afforded the individual by agency publication in the **Federal Register** of both the (1) applicable routine use notice, as required by subsection (e) (11) of the Privacy Act, permitting the disclosure of FEHB eligibility information for DEERS TRS eligibility purposes, and (2) the proposed match notice, as required by subsection (e) (12) of the Privacy Act, announcing the agency's intent to conduct computer matching for verification of TRS for eligibility purposes.

#### H. Verification and Opportunity To Contest Findings

(1) Verification: The Reserve components, in support of OSD/RA, are responsible for resolving FEHB eligibility based on the data provided by DMDC from the USPS reply file, where inconsistencies exist.

(2) Any discrepancies as furnished by USPS, or developed as a result of the match, will be independently investigated and verified by the RCs, in support of OSD/RA, prior to any adverse

action being taken against the individual.

(3) Opportunity to Contest Findings: Based on the OSD/RA policy the RCs agree to provide written notice to each individual whom DoD believes is no longer eligible for the TRS health benefits based on the USPS file match.

(4) If the individual fails to terminate coverage or notify the Reserve component that the information is not accurate within 30 days from the date of the notice, DoD will forward the information to the Reserve component TRS Program Manager for final resolution.

#### I. Retention and Disposition of Identifiable Records

USPS will retain all Personal identifiable records received from DMDC/DoD only for the period of time required for any processing related to the matching program. USPS will delete the DMDC/DoD file upon completion of the match.

The electronic data provided as part of the matching program will remain the property of the agency furnishing the files and will be destroyed after the matching program is completed, but not more than ninety (90) days after receipt of the electronic data, except for those records that must be retained in the individual's permanent case file in order to meet evidentiary requirements. In any such case, the agency will destroy the data once it is no longer needed. Destruction will be accomplished by shredding, burning or electronic erasure.

Neither USPS nor DMDC/DoD will create a separate permanent file or system that consists of information concerning only those individuals who are involved in the specific matching program except as necessary to monitor the results of the matching program. As soon as set-up processing for the next match has been completed and any duplicated hits identified, the information generated through the match will be destroyed unless the information must be retained to meet evidentiary requirements.

#### J. Security Procedures

(1) DoD and USPS will safeguard information provided under this agreement as follows: Each agency shall establish appropriate administrative, technical, and physical safeguards to assure the security and confidentiality of records and to protect against any anticipated threats or hazard to their security or integrity which could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom information is

maintained. All activities pursuant to this Agreement shall comply with all security procedures outlined in Handbook AS-805 of the Postal Service.

(2) Access to the records matched, and to any records created by the match, will be restricted only to those authorized employees and officials who need it to perform their official duties in connection with the uses of the information authorized in this agreement.

(3) The records matched, and any records created by the match, will be stored in an area that is physically safe from access by unauthorized persons during duty hours as well as non-duty hours or when not in use.

(4) The records matched, and any records created by the match, will be processed under the immediate supervision and control of authorized personnel, to protect the confidentiality of the records in such a way that unauthorized persons cannot retrieve any such records by means of computer, remote terminal or other means.

(5) All personnel who will have access to the records exchanged and to any records created by this exchange will be advised of the confidential nature of the information, the safeguards required to protect the information and the civil and criminal sanctions for noncompliance contained in applicable Federal Laws.

#### *K. Records Usage, Duplication and Redisclosure Restrictions*

(1) The matching files exchanged under this agreement remain the property of the providing agency and will be destroyed after match activity involving the files has been completed under this program as provided above in Section I.

(2) The data exchanged under this agreement will be used and accessed only for the purpose of determining eligibility for care under the TRS program.

(3) Neither DMDC nor USPS will extract information from the electronic data files concerning the individuals that are described therein for any purpose not stated in this agreement.

(4) Except as provided in this agreement, neither DMDC nor USPS will duplicate or disseminate the data produced without the disclosing agency's permission. Neither agency shall give such permission unless the re-disclosure is required by law or essential to the conduct of the matching program. In such cases, DMDC and USPS will specify in writing what records are being disclosed, and to whom, and the reasons that justify such re-disclosure.

#### *L. Records Accuracy Assessments*

DMDC estimates that at least 99% of the information in the finder file is accurate based on their operational experience. USPS estimates that at least 99% of the information on the reply file is accurate based on their operational experience.

#### *M. Reimbursement/Funding*

Expenses incurred by this data exchange will not involve any payments or reimbursements between USPS and DoD.

#### *N. Approval and Duration of Agreement*

(1) This matching agreement, as signed by representatives of both agencies and approved by the respective agency's Data Integrity Board (DIB) and shall be valid for a period of 18 months from the effective date of the agreement.

(2) When this agreement is approved and signed by the Chairpersons of both agencies Data Integrity Board's, the USPS, as the matching agency, will submit the agreement and the proposed public notice of the match as attachments in duplicate via a transmittal letter to OMB and Congress for review. The time period for review begins as of the date of the transmittal letter.

(3) USPS will forward the public notice of the proposed matching program for publication in the **Federal Register**, as required by subsection (e) (12) of the Privacy Act, the same time the transmittal letter is forwarded to OMB and Congress. The matching notice will clearly identify the record systems and category of records being used and state that the program is subject to review by OMB and Congress. A copy of the published notice shall be provided to the DoD.

(4) The effective date of the matching agreement and date when matching may actually begin shall be at the expiration of the 40-day review period for OMB and Congress, or 30 days after publication of the matching notice in the **Federal Register**, whichever is later. The parties to this agreement may assume OMB and Congressional concurrence if no comments are received within 40 days of the date of the transmittal letter. The 40-day OMB and Congressional review period and the mandatory 30-day public comment period for the **Federal Register** publication of the notice will run concurrently.

(5) This agreement will be in effect as long as the statutory requirement for the data match exists, subject to the Privacy Act, including certification by the both participating agencies to the responsible

DoD DIB or USPS Information Security Group that:

(i) The matching program will be conducted without change, and

(ii) The matching program has been conducted in compliance with the original agreement.

(6) This agreement may be modified at any time by a written modification to this agreement that satisfies both parties and is approved by the DoD DIB and the USPS Information Security Group of each agency.

(7) This agreement may be terminated at any time with the consent of both parties. If either party does not want to continue this program, it should notify the other party of its intention not to continue at least 90 days before the end of the then current period of the agreement. Either party may unilaterally terminate this agreement upon written notice to the other party requesting termination, in which case the termination shall be effective 90 days after the date of the notice or at a later date specified in the notice provided the expiration date does not exceed the original or the extended completion date of the match.

#### *O. Waiver of Cost Benefit Analysis*

The purpose of this matching program is to verify the eligibility of TRS Selected Reserve sponsors enrolled in TRS. By statute, such coverage may only be provided if the person is not eligible for FEHB. It has been determined that FEHB eligible information for applicable Reservists can only be obtained from USPS. Without this information, a determination of continued eligibility cannot be made and matching must occur irrespective of the associated cost or anticipated benefits. Accordingly, the cost benefit analysis is waived.

#### *P. Persons To Contact*

The contacts on behalf of DoD are:  
 Mr. Samuel P. Jenkins, Director, Defense Privacy Office, 1901 S. Bell Street, Suite 920, Arlington, VA 22202, (703) 607-2943;  
 Mr. David M. Percich, Director for Reserve Systems Integration, Office of the Secretary of Defense for Reserve Affairs, 1500 Defense Pentagon, Washington DC 20301-1150, (703) 693-7490;  
 Ms. Janine Groth, Chief DEERS Division, Defense Manpower Data Center, DoD Center Monterey Bay, 400 Gigling Rd., Seaside, CA. 93955-6771, (831) 583-2400 x4173.

The contact on behalf of USPS is:  
 Mr. Alan Ruof, Manager Benefits Programs, Compensation, 475 L'Enfant Plaza, SW., Washington. DC

20260–4210, (202) 268–4187, (202) 268–3337 fax, e-mail:  
malan.alan.ruof@usps.gov.

#### Q. Approvals

Department of Defense Program Official

The authorized program officials, whose signatures appear below, accept and expressly agree to the terms and conditions expressed herein, confirm that no verbal agreements of any kind shall be binding or recognized, and hereby commit their respective organizations to the terms of this agreement.

Guy A. Stratton, Staff Director to Deputy Assistant Secretary of Defense for Reserve Affairs, Manpower and Personnel, Office of the Secretary of Defense for Reserve Affairs;

Mary Snavely-Dixon, Director, Defense Manpower Data Center.

#### Data Integrity Boards

The respective DIBs having reviewed this agreement and finding that it complies with applicable statutory and regulatory guidelines signify their respective approval thereof by the signature of the officials appearing below.

Mr. Michael L Rhodes, Acting Chairperson, Data Integrity Board, Department of Defense.

#### R. USPS Program Official

The authorized program officials, whose signatures appear below, accept and expressly agree to the terms and conditions expressed herein, confirm that no verbal agreements of any kind shall be binding or recognized, and hereby commit their respective organizations to the terms of this agreement.

USPS United States Postal Service Program Official

Rowena C. Dufford, Acting Chief Privacy Officer, Acting Secretary, Data Integrity Board, United States Postal Service.

#### Data Integrity Boards

The respective DIBs having reviewed this agreement and finding that it complies with applicable statutory and regulatory guidelines signify their respective approval thereof by the signature of the officials appearing below.

Delores J. Kilette, Vice President and Consumer Advocate, Chairperson, Data Integrity Board, United States Postal Service.

[FR Doc. E9–28901 Filed 12–3–09; 8:45 am]

**BILLING CODE 7710–12–P**

## SMALL BUSINESS ADMINISTRATION

### Data Collection Available for Public Comments and Recommendations

**ACTION:** Notice and request for comments.

**SUMMARY:** In accordance with the Paperwork Reduction Act of 1995, this notice announces the Small Business Administration's intentions to request approval on a new and/or currently approved information collection.

**DATES:** Submit comments on or before February 2, 2010.

**ADDRESSES:** Send all comments regarding whether this information collection is necessary for the proper performance of the function of the agency, whether the burden estimates are accurate, and if there are ways to minimize the estimated burden and enhance the quality of the collection, to Radwan Saade, Economist, Office of Advocacy, Small Business Administration, 409 3rd Street, 6th Floor, Washington, DC 20416.

**FOR FURTHER INFORMATION CONTACT:** Radwan Saade, Economist, 202–205–6878, [radwan.saade@sba.gov](mailto:radwan.saade@sba.gov); Curtis B. Rich, Management Analyst, 202–205–7030, [curtis.rich@sba.gov](mailto:curtis.rich@sba.gov).

**SUPPLEMENTARY INFORMATION:** The Office of Advocacy is requested under Public Law 110–385, Sec. 105 to study the impact of broadband speed and price on small businesses. Columbia Telecommunications Corporation (CTC) has been tasked with the design, implementation, and analysis of the collection which will be used to guide recommendations for improvements related to small business access to broadband. This assessment will rely on survey data as well as existing industry, government and private resources.

*Title:* “Impact of Broadband Speed and Prime on Small Business.”

*Description of Respondents:* Small Businesses using Broadband Internet services.

*Form Number:* N/A.

*Annual Responses:* 1,200.

*Annual Burden:* 250.

**Jacqueline White,**

*Chief, Administrative Information Branch.*

[FR Doc. E9–28997 Filed 12–3–09; 8:45 am]

**BILLING CODE 8025–01–P**

## SECURITIES AND EXCHANGE COMMISSION

[Investment Company Act Release No. 29064; 812–13712]

### Strategic Funds, Inc., et al.; Notice of Application

November 30, 2009.

**AGENCY:** Securities and Exchange Commission (“Commission”).

**ACTION:** Notice of an application under section 6(c) of the Investment Company Act of 1940 (“Act”) for an exemption from section 15(a) of the Act and rule 18f–2 under the Act, as well as from certain disclosure requirements.

*Summary of Application:* Applicants request an order that would permit them to enter into and materially amend subadvisory agreements without shareholder approval and would grant relief from certain disclosure requirements.

*Applicants:* Strategic Funds, Inc. (the “Company”) and The Dreyfus Corporation (the “Adviser”).

*Filing Dates:* The application was filed on November 2, 2009, and amended on November 24, 2009.

*Hearing or Notification of Hearing:* An order granting the application will be issued unless the Commission orders a hearing. Interested persons may request a hearing by writing to the Commission’s Secretary and serving applicants with a copy of the request, personally or by mail. Hearing requests should be received by the Commission by 5:30 p.m. on December 22, 2009, and should be accompanied by proof of service on applicants, in the form of an affidavit or, for lawyers, a certificate of service. Hearing requests should state the nature of the writer’s interest, the reason for the request, and the issues contested. Persons who wish to be notified of a hearing may request notification by writing to the Commission’s Secretary.

**ADDRESSES:** Secretary, U.S. Securities and Exchange Commission, 100 F Street, NE., Washington, DC 20549–1090; Applicants: The Dreyfus Corporation, 200 Park Avenue, New York, NY 10166.

**FOR FURTHER INFORMATION CONTACT:** Steven I. Amchan, Senior Counsel, at (202) 551–6826, or Julia Kim Gilmer, Branch Chief, at (202) 551–6821 (Division of Investment Management, Office of Investment Company Regulation).

**SUPPLEMENTARY INFORMATION:** The following is a summary of the application. The complete application may be obtained via the Commission’s