numbers, telephone numbers are not toll-free.)

FOR FURTHER INFORMATION CONTACT: Arlette Mussington (202) 402–4109, for copies of the proposed forms and other available documents. (This is not a toll-free number). Additional information is provided at *http://www.hud.gov/offices/pih/programs/ph/cn/docs/2010-pre-notice.pdf.*

SUPPLEMENTARY INFORMATION: The Department will submit the proposed information collection to OMB for review, as required by the Paperwork Reduction Act of 1995 (44 U.S.C. Chapter 35, as amended). This Notice is soliciting comments from members of the public and affected agencies concerning the proposed collection of information to: (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; (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 collection techniques or other forms of information technology; *e.g.,* permitting electronic submission of responses.

This Notice also lists the following information:

Title of Proposal: Application for the Resident Opportunities and Supportive Services (ROSS) Program.

OMB Approval Number: 2577–0229.

Form Numbers: HUD–52752, HUD–52753, HUD–52754, HUD–52755, HUD–52767, HUD–52768, HUD–52769.

Description of the need for the information and proposed use: Applicants for ROSS Service Coordinator grant funds submit applications for Service Coordinator positions. The grant program is being changed to provide funding for Service Coordinators only. The application is being streamlined. Applicants describe the needs of their residents and the services and partners available in the community, their past performance in similar programs, their ability to commit match funds, and indicate their expected outputs and outcomes.

Respondents: Public Housing Authorities, Tribes/TDHEs, Not-for-profit institutions, Resident Associations.

Frequency of Submission: On occasion.

Number of respondents:

	Annual responses	Hours per response	Burden hours
ROSS SC	400	7	1500
ROSS FSS	250	6	2800

Total Estimated Burden Hours: 4,026.

Status: Revision of a currently approved collection.

Authority: Section 3506 of the Paperwork Reduction Act of 1995, 44 U.S.C. 35, as amended.

Members of affected public: Public housing agencies, non-profits, resident associations.

Estimation of the total number of hours needed to prepare the information collection including number of respondents: 650 PHAs, Tribes/TDHEs, non-profits, or resident groups apply for funding under ROSS each year. The total burden for application and post-award reporting is 4,026 hours.

Dated: December 20, 2010.

Merrie Nichols-Dixon,

Acting Deputy Assistant Secretary for Office of Policy, Program, and Legislative Initiatives.

[FR Doc. 2010–33105 Filed 12–30–10; 8:45 am]

BILLING CODE 4210–67–P

DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

Indian Gaming

AGENCY: Bureau of Indian Affairs, Interior.

ACTION: Notice of Approved Tribal-State Compact Amendment.

SUMMARY: This notice publishes approval of the 2010 Amendments to the Menominee Indian Tribe of Wisconsin ("Tribe") and the State of Wisconsin Gaming Compact of 1992, as Amended in 1999, 2000, and 2003.

DATES: *Effective Date:* January 3, 2011.

FOR FURTHER INFORMATION CONTACT: Paula L. Hart, Director, Office of Indian Gaming, Office of the Deputy Assistant Secretary—Policy and Economic Development, Washington, DC 20240, (202) 219–4066.

SUPPLEMENTARY INFORMATION: Under section 11 of the Indian Gaming Regulatory Act of 1988 (IGRA), Public Law 100–497, 25 U.S.C. 2710, the Secretary of the Interior shall publish in the **Federal Register** notice of approved Tribal-State compacts for the purpose of engaging in Class III gaming activities on Indian lands. This Amendment changes the existing duration of the compact from perpetuity to a 25-year term. It also allows the Tribe to reduce the annual revenue sharing payment so long as the money withheld is directed towards various Tribal services benefitting Tribal members.

Dated: December 22, 2010.

Donald Laverdure,

Deputy Assistant Secretary—Indian Affairs.

[FR Doc. 2010–33094 Filed 12–30–10; 8:45 am]

BILLING CODE 4310–4N–P

DEPARTMENT OF THE INTERIOR

National Park Service

[NPS–NER–PAGR–1210–6407; 1843SZM]

Meetings of the Paterson Great Falls National Historical Park Advisory Commission

AGENCY: National Park Service, Interior.

ACTION: Notice of Meetings.

SUMMARY: In accordance with the Federal Advisory Committee Act (Pub. L. 92–463, 86 Stat. 770, 5 U.S.C. App 1, 10), notice is hereby given of the meeting of the Paterson Great Falls National Historical Park Advisory Commission.

DATES: The Commission will meet on the following days in 2011:

Thursday, January 27, 2011, from 2 until 9 p.m.

Thursday, April 14, 2011, from 2 until 9 p.m.

Thursday, July 14, 2011, from 2 until 9 p.m.

Thursday, October 13, 2011, from 2 until 9 p.m.

ADDRESSES: These meetings will be held at the Paterson Museum at 2 Market Street (intersection of Spruce Street) in Paterson, New Jersey.

FOR FURTHER INFORMATION CONTACT: Bill Bolger, Project Director, Paterson Great Falls National Historical Park National

United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, DC 20240

DEC 22 2010

Honorable Laurie Boivin
Chairperson, Menominee Indian Tribe of Wisconsin
P.O. Box 910
Keshena, Wisconsin 54135-0910

Dear Chairperson Boivin:

On November 8, 2010, we received the Amendments to the Menominee Indian Tribe of Wisconsin and the State of Wisconsin Gaming Compact of 1992, executed on November 1, 2010.

We have completed our review of this Amendment and conclude that it does not violate the Indian Gaming Regulatory Act (IGRA) of 1988, Federal law that does not relate to jurisdiction over gaming on Indian lands, or the trust obligation of the United States to Indians. Therefore, pursuant to my delegated authority and Section 11 of IGRA, we approve the Amendment. This Amendment shall take effect when the notice of our approval, pursuant to Section 11(d)(3)(B) of IGRA, 25 USC §2710(d)(3)(B), is published in the FEDERAL REGISTER.

A similar letter is being sent to the Honorable James Doyle, Governor of Wisconsin. We wish the Tribe success in their economic venture.

Sincerely,

Donald "Del" Laverdure
Deputy Assistant Secretary – Indian Affairs

AMENDMENTS TO THE MENOMINEE INDIAN TRIBE OF WISCONSIN AND THE STATE OF WISCONSIN GAMING COMPACT OF 1992

WHEREAS, the Menominee Indian Tribe of Wisconsin ("Tribe") and the State of Wisconsin ("State") entered into the Menominee Indian Tribe of Wisconsin and the State of Wisconsin Gaming Compact of 1992 ("Compact") on or about the 3rd day of June, 1992; and

WHEREAS, the Compact is still effective pursuant to its original terms and all amendments thereto; and

WHEREAS, Section XXXI of the Compact provides that it may be amended upon the written agreement of both parties; and

WHEREAS, both parties wish the 1992 Compact to continue and believe the amendments to the Compact contained herein serve the best interest of both the State and the Tribe; and

WHEREAS, the provisions of Section XXXIII require payment to the State on June 30, based on the net win for the previous year ending the same day the payment is due, but because of the need to calculate and reconcile the Tribe's net win for the period ending June 30, actual payment is not made by the Tribe and recorded by the State until the State fiscal year which follows the June 30 payment due date; and

WHEREAS, the parties desire to eliminate this discrepancy regarding the timing of the payment, and provide that the calculation of net win encompass a period that coincides with the Tribe's fiscal year ending September 30,

The State and the Tribe do hereby agree to amend the Compact as set forth below:

1. Section IV.A.6 is deleted in its entirety, and Section IV. A.7 is renumbered IV.A.6, Section IV.A.8 is renumbered IV.A.7, Section IV.A.9 is renumbered IV.A.8, Section IV.A.10 is renumbered IV.A.9, and Section IV.A.11 is renumbered IV.A.10. Section IV.A.10 is amended by replacing the number "7" and "10" with "6" and "9", respectively.

2. Section IV.B. is amended by adding the following language:

Nothing shall prohibit promotions in which play of a Class III game is limited to patrons participating in a program which tracks the gaming activity of, and/or provides prizes to, such patrons. Rules and minimum internal control standards for the promotion and the Class III game shall be subject to the requirements of Section XLII.

3. Section VII.A. is amended by deleting subsections 7 and 8, and renumbering Section VII.A.9 VII.A.7, and renumbering Section VII.A.10 VII.A.8. New Section VII.A.8. is amended by deleting the words "through 9" wherever they appear.

4. Section X. is amended by adding the phrase "in accordance with subsection D. below after the word "maintain in the first sentence, and adding a new subsection D. so Section X. now reads:

X. RECORDS.

A. In addition to records specifically required under other provisions of this Compact, the Tribe shall also maintain in accordance with subsection D. below, and the State shall have the right to inspect and copy or receive delivery of records related to Class III gaming for at least seven years after the record is created or such shorter period of time as may be agreed to by the Tribe and Department. To provide for the inspection and copying of records as set forth in the provisions of the Compact, the Department may require that such records be delivered to its office for purposes of review and copy within ten (10) days of the date of the written request. All expenses related to the preparation, submission, copying and delivery of copies or records shall be incurred by the Tribe. Any such records submitted to the Department shall be deemed confidential and not subject to public inspection. These records shall include but not be limited to:

1. All accounting records, which shall be kept on a double entry system of accounting, including detailed, supporting and subsidiary records;

2. Revenues, expenses, assets, liabilities and equity by game at each location where any component of Class III gaming, including ticket sales, is conducted;

3. Daily cash transactions for each game at each location at which any component of Class III gaming is conducted, including but not limited to transactions relating to each gaming table bank, game drop box and gaming room bank;

4. For electronic games of chance, analytic reports which, by each machine, compare actual hold percentages to theoretical hold percentages;

5. Contracts, correspondence and other transaction documents relating to all vendors and contractors;

6. Records of all Tribal enforcement activities relating to gaming operated under this Compact;

7. All audits prepared by or on behalf of the Tribe;

8. Personnel information on all Class III gaming employees or agents, including complete sets of each employee's fingerprints, employee photographs, and employee profiles and background investigations, except that employee work schedules shall be maintained for a period of at least 2 years. This provision shall not include personnel records of tribal members as to matters that are not related to gaming;

9. Records of background investigations and determinations under Section IX. of this Compact;

10. Reports and data which have been generated or created by the on-line slot accounting system. Daily on-line slot accounting system data shall be stored in a retrievable form for a period of at least seven (7) years from the date of creation; and

11. Copies of surveillance recordings, which shall be maintained for a period of thirty (30) days.

B. Confidentiality of Tribal Gaming Records.

1. The Tribe requires that its gaming records be confidential. The State and the Tribe agree that the State does not otherwise have a right to inspect or copy tribal gaming records. However, in order to enable the State to perform its oversight and enforcement functions and responsibilities under this Compact, the Tribe required that the State pledge, and the State does so pledge, that any tribal records or documents submitted to the State, or of which the State has retained copies in the course of its gaming oversight and enforcement, will not be disclosed to any member of the public except as needed in a judicial proceeding to interpret or enforce the terms of this Compact. In return, the Tribe has granted the State the right to inspect and copy the Tribal records as provided in this Compact.

2. This Compact is provided for by federal law and therefore supersedes state records law to the contrary.

C. The Tribe shall have the right to inspect and copy all State records concerning the Tribe's Class III gaming; provided that the State may withhold access to records as permitted under the state public records law, sec. 19.35, et seq., Wis. Stats.

D.

1. Records identified under this Section shall be kept in paper format for three years after the record is created, after which the paper records

may be disposed of as long as an electronic facsimile of the original is available and capable of being reproduced in paper form. Said reproduction will meet the standard for admissibility as stated in Wis. Stat. § 910.03 (2007-08). The electronic facsimile must be kept for an additional four years.

2. Records that are originally created in electronic format are not required to be stored in paper format as long as the electronic copy is stored and capable of being printed on a piece of paper. Said reproduction will meet the standard for admissibility as stated in Wis. Stat. § 910.03 (2007-08). The electronic version must be kept for seven years.

3. The Tribe and State, when requesting records retained by the other party, agree to pay the other party's costs of locating, retrieving and/or reproducing records over thirty-six (36) months old, which costs shall be consistent with those allowed under Wis. Stat. ch. 19 (2007-08), except that pre-payment shall not be required.

5. Section VII.M. shall be deleted in its entirety.

6. Section XII.D. is deleted in its entirety, and Section XII.E. is renumbered XII.D.

7. Section XXVI. is deleted in its entirety and replaced with the following:

XXVI. EFFECTIVE DATE AND DURATION

A. The Compact shall be extended for a term of 25 years from the date notification of this 2010 Amendment is published in the Federal Register pursuant to 25 U.S.C. 2710(d)(8)(D).

B. Thereafter the Compact shall be extended automatically pursuant to subsec. B.2., unless either party serves a notice of nonrenewal pursuant to subsec. B.1.

1. Notice of Nonrenewal.

a. By the State. The Governor shall serve a notice of nonrenewal on the Tribe not later than 180 days prior to the expiration of the term of the Compact set out in subsec. A., or any extension thereof, but only if the State first enacts a statute directing the Governor to serve a notice of nonrenewal and consenting, on behalf of the State, to be bound by the remedies in subsection E.

b. By the Tribe. The Tribe may serve a notice of nonrenewal on the State not less than 180 days prior to the expiration of

the term of the Compact set out in subsec. A., or any extension thereof.

2. Automatic Renewal. If neither party serves a notice of nonrenewal on the other, the procedures in subsec. F. shall be followed.

C. In the event written notice of nonrenewal is given by either the State or the Tribe as set forth in subsection B.1., the Tribe shall cease all Class III gaming under this Compact upon the expiration of the Compact or the expiration of any amended, renewed, or successor compact. The Compact remains in effect until the procedures in subsec. E. are concluded.

D. The Tribe may operate Class III gaming while this Compact, or an extension thereof under this sections, is in effect.

E. In the event that written notice of nonrenewal of this Compact is given by the State or by the Tribe under subsec. B.1., the Tribe may, pursuant to the procedures of the Act, request the State to enter into negotiations for an amended, renewed, or successor compact governing the conduct of Class III gaming activities to become effective following the date this Compact is scheduled to expire. Thereafter, the State shall negotiate with the Tribe in good faith concerning the terms of an amended, renewed, or successor compact (see sec. 11 (d)(3)(A) of the Act). If an agreement between the Tribe and the State is not reached before the expiration date of this Compact, or any extension thereof, the Tribe shall do one of the following:

1. Immediately cease all Class III gaming upon the expiration of this Compact, or any extension thereof; or

2. Commence an action in the United States District Court pursuant to section 11 (d)(7) of the Act, or commence any applicable procedures adopted by the Secretary of the Interior, such as 25 C.F.R. Part 291, in which event this Compact shall remain in effect until the procedures set forth in section 11 (d)(7) of the Act, or 25 C.F.R. 291 are completed.

F. In the event neither party serves a notice of nonrenewal, either party may propose amendments to any term of the Compact, or propose new terms, and the parties shall negotiate in good faith to reach agreement. If the parties have not reached agreement by the expiration of the term of the Compact set out in subsec. A., or any extension thereof, either party may require that disagreements regarding proposed Compact terms be resolved through last best offer arbitration proceedings pursuant to section XXIII. If the length of any Compact extension is in dispute the arbitrator may only select a last best offer that includes an offer to extend the Compact for a term of not less than 15 years, or not more than 25 years. The Tribe

may continue to conduct Class III gaming pursuant to the terms of the Compact in effect at the time of the expiration of the term of the Compact set out in subsec. A., or any extension thereof, until such time as Compact amendments have been executed or the arbitration has resulted in the selection of Compact terms and notification of this Compact Amendment is published in the Federal Register pursuant to 25 U.S.C. 2710(d)(8)(D).

8. Section XXXIII.B.2. is amended by adding the following after the first sentence:

For non-house banked games net win shall mean the gross revenue received by the Tribe for conducting the Class III game. For purposes of this Section, "fiscal year" shall be defined as the period beginning October 1 of a given year and ending September 30 of the following year.

Section XXXIII.B.2. is further amended by deleting "June 30, 2005" and replacing it with "January 30, 2012", replacing "June" in the final place it appears in the last sentence with "January", and adding the words "in the immediately preceding fiscal year" after the words "net win" in the final sentence so the section now reads:

2. Net win shall mean the total amount wagered in Class III gaming, less the amount paid out in prizes, including the actual cost of non-cash prizes, which shall mean any personal property distributed to a patron as the results of a specific legitimate wager. For non-house banked games net win shall mean the gross revenue received by the Tribe for conducting the Class III game. For purposes of this Section, "fiscal year" shall be defined as the period beginning October 1 of a given year and ending September 30 of the following year. On June 30, 2004, the Tribe shall pay to the State of Wisconsin the percentage of its net win from October 1, 2003 to June 30, 2004 based upon Paragraphs 3 through 6 below. Commencing January 30, 2012, and annually on each January 30 thereafter, the Tribe shall pay to the State of Wisconsin a percentage of its annual net win in the immediately preceding fiscal year based upon the following:

9. Section XXXIII.B.8. is amended by deleting the words "the second", deleting the word "One" and replacing it with "Two", and deleting the number "1" and replacing it with "2", adding the words "Early Head Start or Head Start programs administered by Menominee Nation Early Childhood Program," before the words "Menominee Tribal School", and adding the words "or the College of the Menominee Nation" after the words "Menominee Tribal School", so the section now reads:

8. Beginning in 2007, if the Tribe's net win exceeds $40,000,000 Two Hundred Thousand Dollars ($200,000.00) of the annual amount required to be paid by this Section shall be retained by the Tribe and paid to the Early Head Start or Head Start programs administered by Menominee Nation Early Childhood Program, the Menominee Tribal School or the College of the Menominee Nation.

10. Section XXXIII.B.11 is created to read:

11. Beginning in 2011 the Tribe may deduct from its annual payment an amount equal to the amount paid by the Tribe in the immediately preceding fiscal year for governmental programs consistent with those traditionally provided by state or local governments, which provide a public benefit, and which serve both Tribal members and non-Tribal residents, up to a maximum reduction of $200,000 per year. The parties agree that funds paid by the Tribe to the Menominee Department of Transit Services or the Menominee Tribal Utility Department currently qualify for this deduction. To establish the amount of the credit the Tribe shall provide to the State documents evidencing the level of Tribal funds appropriated by the Tribe in its' annual budget to fund these programs, and documents from the Tribal general ledger recording the expenditures for these programs.

11. Sections XXXVII.A, B., and C., are deleted in their entirety.

IN WITNESS WHEREOF, the Menominee Indian Tribe of Wisconsin and the State of Wisconsin have hereunto set their hands and seals.

Dated this 1st day of ~~October~~ November, 2010.

MENOMINEE INDIAN TRIBE OF WISCONSIN

BY: _____
LAURIE BOIVIN, CHAIRPERSON

STATE OF WISCONSIN

BY: _____
JAMES DOYLE, GOVERNOR

UNITED STATES DEPARTMENT OF THE INTERIOR

_____
Acting Assistant Secretary – Indian Affairs