

Oneida Tribe of Indians of Wisconsin

Post Office Box 365



Oneidas bringing several hundred bags of corn to Washington's starving army at Valley Forge, after the colonists had consistently refused to aid them.

Phone: (414) 869-2214



Oneida, WI 54155



UGWA DEMOLUM YATEHE
Because of the help of this Oneida Chief in cementing a friendship between the six nations and the colony of Pennsylvania, a new nation, the United States was made possible.

RESOLUTION # 9-14-94E

WHEREAS, the Oneida Tribe of Indians of Wisconsin is a federally recognized Indian government and a treaty tribe recognized by the laws of the United States, and

WHEREAS, the Oneida General Tribal Council is the governing body of the Oneida Tribe of Indians of Wisconsin, and

WHEREAS, the Oneida Business Committee has been delegated the authority of Article IV, Section 1 of the Oneida Tribal Constitution by the Oneida General Tribal Council, and

WHEREAS, the Oneida Utilities Commission has been delegated the responsibility and authority by the Oneida Business Committee to assure that any water and sanitary utilities that are developed within the jurisdiction of the Oneida Tribe is operated and maintained in a manner that is fiscally responsible, responsive to customer needs, environmentally safe and governmentally functional, and

WHEREAS, this authority is codified in the Oneida Tribal Sanitary District Ordinance of 4-28-90, as amended by Ordinance numbers 5-15-91 P, 8-30-91 C, and 4-15-92 P, and

WHEREAS, the Oneida Tribe and the Oneida Utilities Commission, and Green Bay Metropolitan Sewerage District (hereafter referred to as "GBMET") have entered into an Agreement for Wastewater Treatment Services on February 28, 1991, (hereafter referred to as "Agreement"), and

WHEREAS, the Oneida Utilities Commission, on its own behalf and on behalf of the Oneida Tribe, have requested from GBMET an expansion to this sanitary sewer service area in the Agreement in order to service 1994 and 1995 development projects, and

WHEREAS, this request has resulted in an Amendment to the Agreement for Wastewater Treatment Services (hereafter referred to as "Amendment"), and

WHEREAS, this Amendment between the Oneida Tribe, Oneida Utilities Commission and GBMET has been duly negotiated between said parties, and

WHEREAS, Because the Oneida Tribe is the owner of said expansion area and is a party to the original Agreement, and thus, the Amendment requires Oneida Tribal approval.

NOW, THEREFORE, BE IT RESOLVED, that the Oneida Business Committee does hereby approve the terms and conditions contained in the Amendment to Agreement for Wastewater Treatment Services and authorizes the Chairperson to sign said agreement on behalf of the Oneida Tribe of Indians of Wisconsin.

CERTIFICATION

I, the undersigned, as Secretary of the Oneida Business Committee, hereby certify that the Oneida Business Committee is composed of 9 members of whom 5 members constitute a quorum. 6 members were present at a meeting duly called, noticed and held on the 14th day of September, 1994; that the foregoing resolution was duly adopted at such meeting by a vote of 5 members for; 0 members against, and 0 members not voting; and that said resolution has not been rescinded or amended in any way.



Julie Barton, Tribal Secretary
Oneida Business Committee

AMENDMENT TO AGREEMENT FOR WASTEWATER TREATMENT SERVICES

THIS AMENDMENT TO AGREEMENT FOR WASTEWATER TREATMENT SERVICES dated this 26th day of August, 1994, by and among the GREEN BAY METROPOLITAN SEWERAGE DISTRICT ("GBMSD"), a municipal corporation organized, existing and operating pursuant to Sections 66.20 to 66.26 Wis. Stats., the ONEIDA UTILITIES COMMISSION (the "OUC"), a corporation duly formed pursuant to the Constitution of the Oneida Tribe of Indians of Wisconsin, and the ONEIDA TRIBE OF INDIANS OF WISCONSIN (the "Oneida Tribe"), a federally recognized Tribe of Indians.

W I T N E S S E T H:

WHEREAS, the parties entered into an Agreement for Wastewater Treatment Services on February 28, 1991 (the "Agreement"); and

WHEREAS, the parties desire to amend the Service Area described in the Agreement and make certain other changes to the Agreement;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the parties hereto agree to amend the Agreement as follows:

1. Change to Boundaries of Service Area. The Service Area, as defined in the Agreement, is hereby amended to include all of the area set forth on the attached Exhibit A (the "Expanded Territory"); provided, however, that the OUC and the

Oneida Tribe will not, without the approval of GBMSD, allow any connection to its collector sewer in the Expanded Territory, except for the projects listed on the attached Exhibit B.

2. Agreement to Study Interim Options. The OUC agrees to undertake, through its engineers, a study of interim options available to it to alleviate the peaking of flows from the Service Area. The OUC further agrees to use its best efforts to cause this study to be completed on or before January 1, 1995. Upon the completion of the study, GBMSD and the OUC shall discuss what flow alleviation alternatives need to be implemented by OUC. The parties acknowledge and agree that no further connections will be allowed in the Expanded Territory until agreement is reached between GBMSD and OUC regarding the implementation of alternatives to alleviate peak flows from the Service Area.

3. Agreement to Study Long Term Options. OUC agrees to undertake, through its engineers, a study of long term options regarding how flow above 1 cfs from the Service Area should be controlled. The OUC agrees to use its best efforts to cause this study to be completed on or before January 1, 1996. OUC agrees to share this study with GBMSD promptly after its completion.

4. Nonperformance by the Commission (referred to in this Amendment as OUC). Section G (Non-performance by the COMMISSION) of the Agreement shall be deleted and the following inserted in its place:

G. Non-Performance by the COMMISSION.

To ensure its performance under this Agreement, the ONEIDA TRIBE hereby guaranties all of the obligations of the COMMISSION under this Agreement. In addition, the COMMISSION agrees, at all times during the term of this Agreement, to pledge as collateral a certificate of deposit or other federally-insured security in favor of METRO, which shall be in the amount of Fifty Thousand Dollars (\$50,000.00), such security interest to be evidenced in the form of the Collateral Pledge Agreement attached hereto as Exhibit E-1. In the alternative, the COMMISSION agrees, at all times during the term of this Agreement, to maintain an irrevocable letter of credit, in favor of METRO, which shall be in the amount of Fifty Thousand Dollars (\$50,000.00), in a form attached hereto as Exhibit E. COMMISSION shall have the right, at any time and from time to time, to substitute other certificates of deposit, provided that METRO approves such certificates of deposit and METRO obtains a perfected security interest in said securities. If, by reason of any failure of the COMMISSION to perform any obligations or provide any services contemplated by this Agreement, METRO incurs any expense, or does not receive payment as provided herein, then METRO may proceed against the certificate of deposit or letter of credit, as the case may be, in its favor to obtain compensation for such expense or payment. In such event, the COMMISSION shall immediately cause a new security or securities or a new letter of credit, at its option, to be provided to METRO in an amount equal to the sum drawn by METRO on the initial security or letter of credit; it being the intent that METRO shall always have a security or securities or a letter or letters of credit in the total amount of Fifty Thousand Dollars (\$50,000.00) in its favor. In addition, if the COMMISSION fails to perform its obligations under the provisions of this Agreement, then METRO may do any or all of the following: (1) disconnect COMMISSION facilities from METRO interceptor facilities; (2) refuse to provide service; or (3) METRO may sue the COMMISSION in Brown County Circuit Court for the COMMISSION's failure to perform its obligations under this Agreement, including, but not limited to, its obligation not to exceed the maximum flow of wastewater permitted under Section E.3. of this Agreement. It is expressly agreed by all of the parties that the COMMISSION waives its

immunity from suit and agrees to be subject to the jurisdiction of the Brown County Circuit Court.

5. Provisions for Control of Odor and Corrosion. The Oneida Tribe has represented to GBMSD that the OUC force main and related facilities (the "Facilities") which empty into the GBMSD interceptor have been constructed in a fashion which adequately addresses odor and corrosion problems. The OUC agrees to use its best efforts to alleviate odor and corrosion problems. GBMSD agrees to allow the OUC an opportunity to remedy any odor or corrosion problem which may arise. If GBMSD determines, at any time, that the Facilities' odor and corrosive control efforts do not adequately address an odor or corrosion problem which exists outside the Service Area, then GBMSD may, upon five (5) days' written notice, undertake a study of the Facilities and/or design capital improvements to the Facilities it deems necessary to remedy the inadequacy (the "Capital Improvements").

Notwithstanding the foregoing, GBMSD shall not be required to give any written notice before proceeding under this paragraph in the event that it believes that a condition exists which presents an imminent danger to either: (i) its interceptor system or the operation of its interceptor system, or (ii) the public's health and/or welfare. GBMSD may further do either of the following:

- (1) Construct the Capital Improvements, or
- (2) Direct the OUC to construct the Capital

Improvements.

All costs incurred by GBMSD (including, at GBMSD's discretion, force account labor and overhead) and/or the OUC in connection with the study, design or construction of any Capital Improvements which GBMSD determines are necessary to correct the inadequacy of the Facilities' odor and control system shall be paid for by the OUC.

6. Approval of the United States Secretary of the Interior. The parties acknowledge that the approval of the United States Secretary of the Interior is a condition precedent to the Amendment. In the event that the United States Secretary of the Interior approval of this Amendment is not received on or before September 30, 1994, Paragraphs 1 through 3 of this Amendment shall become null and void and of no further force or effect.

7. Remaining Terms and Conditions. Except as provided herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment this _____ day of _____, 1994.

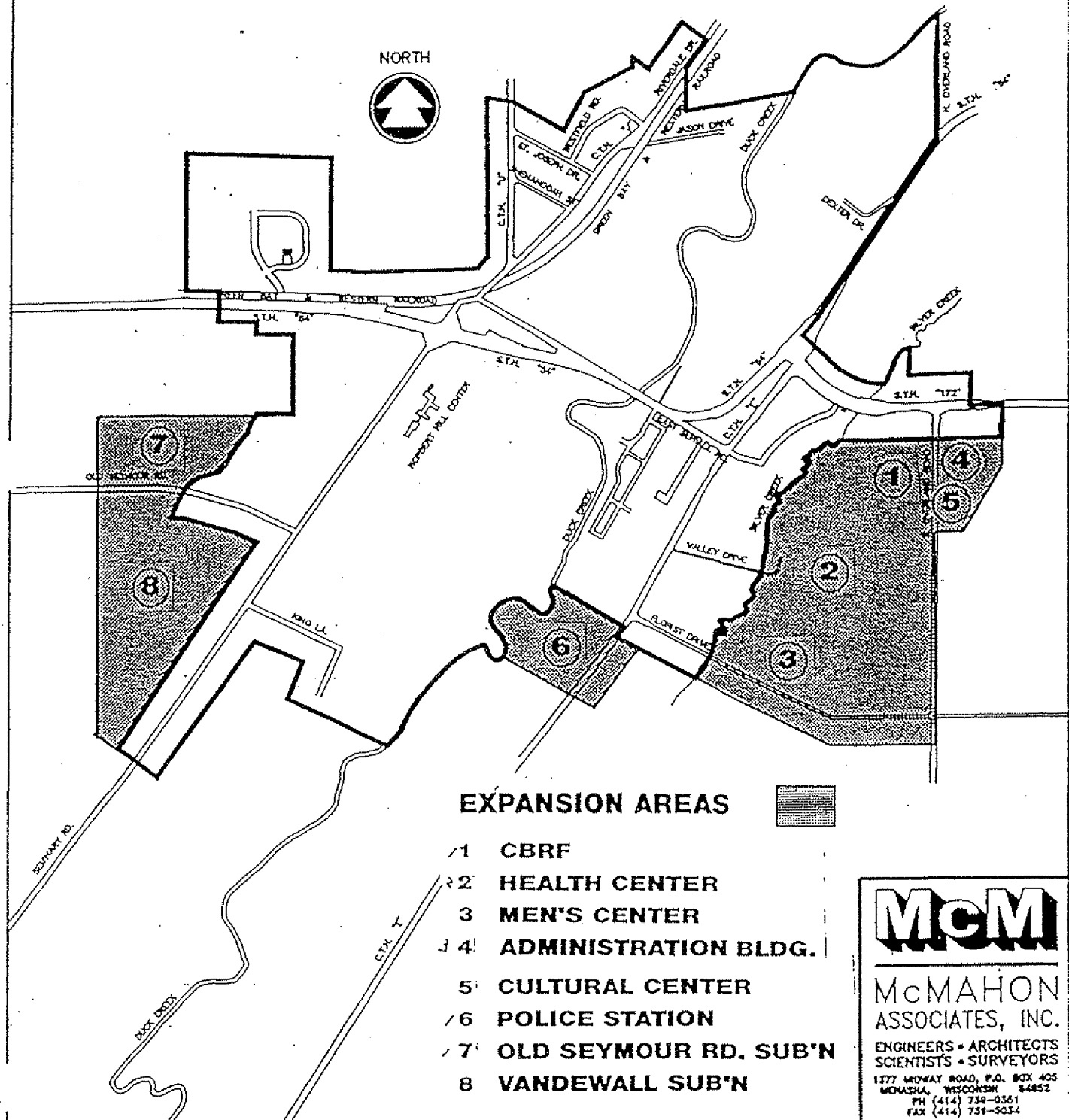
GREEN BAY METROPOLITAN SEWERAGE
DISTRICT

By: Harold J. Day
GBMSD Commission President

[SIGNATURES CONTINUED ON NEXT PAGE]

SANITARY SEWER SERVICE AREA

ONEIDA UTILITY COMMISSION



MCM

McMAHON ASSOCIATES, INC.

ENGINEERS • ARCHITECTS
SCIENTISTS • SURVEYORS

1377 MIDWAY ROAD, P.O. BOX 405
MONASHA, WISCONSIN 54452
PH (414) 759-0361
FAX (414) 759-5034

ONEIDA UTILITIES COMMISSION

By: *James H. Stewardson*
Utilities Commission Chairman

ONEIDA TRIBE OF INDIANS OF
WISCONSIN

By: *Deborah J. Doxtator*
Oneida Tribal Chairwoman

Approved:

UNITED STATES SECRETARY OF
THE INTERIOR

By: *Robert J. Ford* SEP 28 1994
ACTING Superintendent

Bureau of Indian Affairs

Great Lakes Agency - in accordance with authority delegated at 230 DM
1.1 and 10 BIAM 3.1, as amended, and Addendum to 10 BIAM 3.1 dated
December 30, 1993.

The Oneida Tribe of Indians of Wisconsin has submitted this document to the Great Lakes Agency for its review and has requested its approval pursuant to 25 U.S.C. § 81. The Great Lakes Agency has reviewed this document, determined that it does not constitute an agreement involving services relative to the Tribe's trust land or other trust assets and, therefore, this agreement is not subject to the provisions of 25 U.S.C. § 81. As a result, this statute does not limit or impair the Tribe's capacity to make or enter into this agreement without obtaining the approval of the Bureau of Indian Affairs.

Nevertheless, the Tribe has requested that this agreement be approved to avoid casting any doubt upon the Tribe's legitimate authority to enter into this agreement. The Bureau of Indian Affairs does not want their determination that this document does not require their approval to subject the Tribe to an assertion that it is null and void under the provisions of 25 U.S.C. § 81 due to the lack of approval. To avoid casting any doubt upon the validity of this agreement due to its lack of approval, as an accommodation to the Tribe's request, this agreement has been approved by the Bureau of Indian Affairs pursuant to 25 U.S.C. § 81.

The Superintendent's approval of this document does not and should not be construed or interpreted as indicating either that it is an agreement which required their approval to be valid or that the United States assumes or guarantees any of the Tribe's obligations under its agreement.