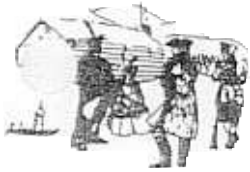


Oneida Tribe of Indians of Wisconsin

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



UOWA 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 # BC-5-14-97H

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 duly recognized 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 I 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 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") entered into an Agreement for Wastewater Treatment Services on February 28, 1991, (hereafter referred to as "Agreement"), and

WHEREAS, the Oneida Tribe and the Oneida Utilities Commission, and Green Bay Metropolitan Sewerage District (hereafter referred to as "GBMET") entered into an Amendment to Agreement for Wastewater Treatment Services on August 26, 1994, (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 increase in their present allocation of 1.0 CFS of an additional 0.8 CFS flow from the Oneida sanitary district as defined in the First Amendment to the Agreement for Wastewater Treatment services, and

WHEREAS, this request has resulted in a Second Amendment to the Agreement for Wastewater Treatment Services (hereafter referred to as "Second 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 Second 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. 9 members were present at a meeting duly called, noticed and held on the 14th day of May, 1997; that the foregoing resolution was duly adopted at such meeting by a vote of 8 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

✓

**SECOND AMENDMENT TO AGREEMENT FOR WASTEWATER TREATMENT
SERVICES AND LEASE OF ADDITIONAL CAPACITY**

This Second Amendment to Agreement for Wastewater Treatment Services and Lease of Additional Capacity made and entered into this ___ day of _____, 1997 by and between the Green Bay Metropolitan Sewerage District (hereinafter "Metro"), a Wisconsin municipal corporation, the Oneida Utilities Commission (hereinafter "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 ("Oneida Tribe"), a federally recognized tribe of Indians.

WITNESSETH:

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

WHEREAS, an amendment to the Agreement was entered into on August 26, 1994 (the "First Amendment"); and

WHEREAS, the parties desire to further amend the Agreement; and

WHEREAS, the OUC desires to lease an additional 0.8 cubic feet per second ("CFS") in the Dutchman Creek interceptor system in addition to the 1.0 CFS that it currently has; and

WHEREAS, the OUC is currently using (but has not had allocated to it) 1.0 CFS in that portion of the Ashwaubenon Creek Interceptor from Ashland Avenue to the City of De Pere Wastewater Treatment Facility (the "Ashwaubenon Segment"); and

WHEREAS, OUC desires to formally have allocated to it the 1.0 CFS it currently is using in the Ashwaubenon Segment and increase its allocation in the Ashwaubenon Segment by 0.8 CFS; and

WHEREAS, Metro has received from its consultants, Rust Environment and Infrastructure, a study of the need to extend and upgrade the Ashwaubenon and Dutchman Creek Interceptor System (the "Study"), dated March, 1996; and

WHEREAS, the parties are in agreement with the conclusions of the Study including, but not limited to, the upsizing of certain segments of the Ashwaubenon and Dutchman Creek interceptor system which would allow for 0.8 CFS to be permanently allocated to OUC; and

WHEREAS, Metro desires that OUC commit to purchase said additional 0.8 CFS in the event that the Dutchman Creek interceptor and the Ashwaubenon Segment are expanded and upsized as set forth in the Study.

NOW, THEREFORE, in consideration of One Dollar and other good and valuable consideration, the parties hereto agree as follows:

1. Lease of 0.8 CFS in Dutchman Creek Interceptor and the Ashwaubenon Segment.

Metro hereby leases to OUC and OUC hereby leases from Metro the temporary use of 0.8 CFS in the Dutchman Creek Interceptor and the Ashwaubenon Segment. The term of this lease of temporary use shall be for a period of three (3) years, commencing as of the date hereof. In consideration of this lease of temporary use, OUC shall pay to Metro a rental surcharge in the amount of One Thousand Two Hundred Seventy-four Dollars (\$1,274.00). OUC acknowledges that the parties have no agreement regarding the extension of this lease of temporary use past said three (3) year period. However, the parties agree that it is their intention to provide for the eventual purchase by OUC of a permanent allocation of 0.8 CFS in addition to the present 1.0 CFS provided for in this Agreement. Both parties understand that the additional 0.8 CFS

allocation is contingent upon the completion of the construction improvements referred to in the Study.

The payment for said lease of temporary use shall be made in annual installments, with the first installment due on the date of execution of this Agreement and thereafter on each following anniversary of this Agreement. In the event that OUC fails to timely make any rental payment, Metro shall, at its option, have the right, upon tendering a written notice to OUC, to terminate this lease of temporary use. In such event, the parties acknowledge that the capacity allocated to OUC in the Dutchman Creek Interceptor and the Ashwaubenon Segment shall revert to 1.0 CFS and the calculation of any unreasonable endangerment penalties under Ordinance 78-1 will be based on flow exceedances over 1.0 CFS.

2. Approval of Study and Agreement to Participate in Upsizing of Dutchman Creek Interceptor and Ashwaubenon Segment. The parties hereto hereby approve of the conclusion of the Study, including the upsizing of the Dutchman Creek and Ashwaubenon Creek Interceptors to enable a permanent allocation to the OUC of 0.8 CFS in those segments used by OUC. In the event that Metro contracts for and completes the construction of the improvements referred to in the Study, Metro agrees to allocate permanently to the OUC an additional 0.8 CFS in the Dutchman Creek Interceptor and the Ashwaubenon Segment and the OUC agrees to pay to Metro its share of the cost of such improvements (based on 1.8 CFS), as such share may be determined by the engineers for Metro pursuant to Metro General Ordinance 80-2. An estimate of the OUC's share of the cost of the improvements is attached hereto as Exhibit A. Payment by OUC of its share of the actual cost of the improvements shall be made upon substantial completion of the improvements. Metro shall provide a billing to OUC with reasonable

documentation establishing the OUC's share of the cost. If Metro becomes aware that the cost of improvement will exceed the estimate by more than 10%, Metro will immediately provide OUC with notice of estimated cost overruns.

Notwithstanding the foregoing, the parties acknowledge that Metro shall have no obligation to contract for and construct any of the improvements set forth in the Study.

3. Allocation of 1.0 CFS in the Ashwaubenon Segment and Assessment. The parties acknowledge that Metro did not allocate to or assess OUC for 1.0 CFS in the Ashwaubenon Segment. Metro hereby permanently allocates 1.0 CFS in the Ashwaubenon Segment and OUC hereby agrees to pay to Metro, upon the execution of this Agreement, the sum of Twenty Thousand Dollars (\$20,000.00), which is the appropriate assessment for the permanent allocation of 1.0 CFS in the Ashwaubenon Segment.

4. Record of Sewer Plans. Upon execution of this Agreement and annually thereafter, the OUC shall file an up-to-date general sewer plan. The general sewer plan shall show all sewers installed, owned and operated by the OUC (including all manhole inverts, rim elevations, distances between manholes, pipe sizes and pipe grades). The general sewer plan shall be based on a scale not smaller than 1"=600'. If the general sewer plan is developed on computer, digital copy of the general sewer plan shall be provided in format compatible with Metro's GIS.

5. Effect on Service Area. The parties acknowledge and agree that the Service Area as defined in the Agreement and subsequently expanded in the First Amendment shall not be affected; provided, however, that the requirement in the First Amendment that the OUC and the Oneida Tribe will not allow any connection to its collector sewer in the Expanded Area (as

defined in the First Amendment) without the approval of Metro shall, upon the commencement of the construction of the improvements referred to in paragraph 2, above, be deleted.

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 this Second Amendment to Agreement for Wastewater Treatment Services and Lease of Additional Capacity. In the event that the United States Secretary of the Interior's approval of this Second Amendment to Agreement for Wastewater Treatment Services and Lease of Additional Capacity is not received on or before _____, this Agreement shall be void and of no further force and effect:

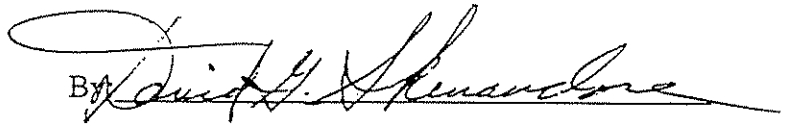
7. Remaining Terms and Conditions. Except as provided herein, all other terms and conditions of the Agreement and the First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement for Wastewater Treatment Services and Lease of Additional Capacity this ____ day of _____, 1996.

GREEN BAY METROPOLITAN SEWERAGE
DISTRICT

By: _____
Harold J. Day
Commission President

ONEIDA UTILITIES COMMISSION

By: 
Chairman

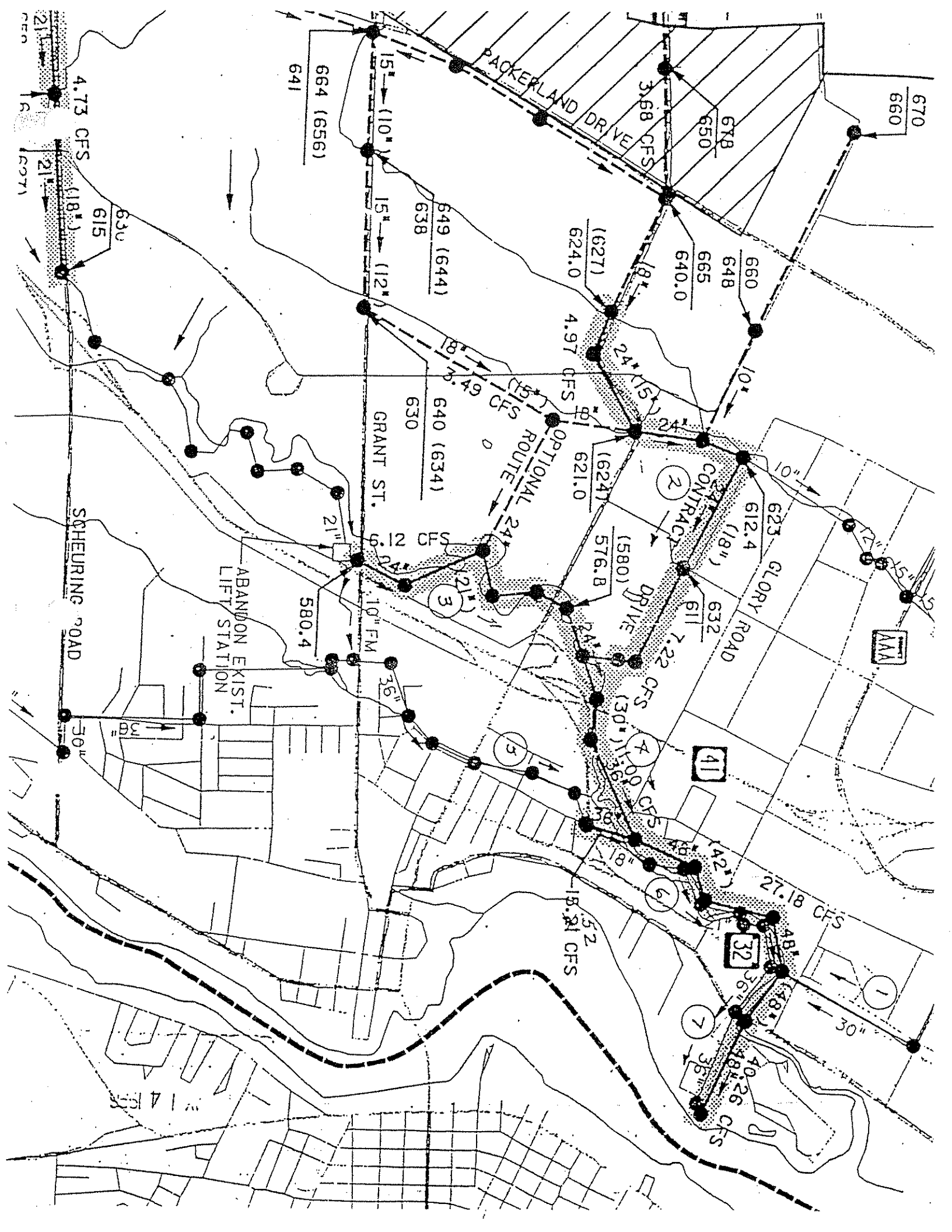
[SIGNATURES CONTINUED ON NEXT PAGE]

ONEIDA TRIBE OF INDIANS OF
WISCONSIN

By: _____

Debra J. Doxtator
Oneida Tribal Chairwoman

GB1-1965-2



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649 (644)

660
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665
640.0

630
640 (634)

621.0
(624)

612.4
623
618.4

ABANDON EXIST.
LIFT STATION

580.4

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7.22 CFS

27.18 CFS

40.26 CFS

4.73 CFS (18")

611
7.22 CFS (30")

18.21 CFS

SCHOURING ROAD

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TABLE 14B
PROJECTED ALLOCATIONS WITH ANNEXATION TO ASIWAUBENON
ASIWAUBENON CREEK AND DUTCHMAN CREEK INTERCEPTOR SEWER STUDY
GREEN BAY METROPOLITAN SEWERAGE DISTRICT
MAY 1996

Interceptor Segment	Existing (E) or Proposed (P) Sewer	Total Projected Flow CFS ¹	Oneida Tribe Village Area CFS (%) [Cost Alloc.]	Town of Hobart CFS (%) [Cost Alloc.]	Town of Lawrence CFS (%) [Cost Alloc.]	Village of Ashwaubenon CFS (%) [Cost Alloc.]	City of DePere CFS (%) [Cost Alloc.]	Comments	Total Cost (\$)
1.	30" (E)	15.08	1.80	0.60	--	12.68	--	Dutchman Creek Interceptor	2
2.	24" (P)	9.62	--	5.28 (54.9%) [\$583,916]	3.30 (34.3%) [\$364,815]	1.04 (10.8%) [\$114,869]	--	Contract Drive Diversion Sewer	1,063,600 ³
3.	24" (P)	7.42	--	1.57 (21.2%) [\$176,384]	5.85 (78.8%) [\$655,616]	--	--	Ashwaubenon Creek Interceptor from Grant Street to Contract Drive Extended	832,000 ⁴
4.	36" (P)	17.60	--	6.85 (38.9%) [\$550,435]	9.15 (52.0%) [\$735,800]	1.60 (9.1%) [\$128,765]	--	Ashwaubenon Creek Interceptor from Contract Drive Extended to Glory Road	1,415,000 ⁵
5.	36" (E)	24.84	--	--	14.24	0.18	10.42	From Ninth Street Interceptor	2
6.	48" (P)	43.48	--	6.85 (15.7%) [\$177,253]	23.39 (53.8%) [\$607,402]	2.82 (6.5%) [\$73,385]	10.42 (24.0%) [\$270,960]	Ashwaubenon Creek Interceptor from Glory Road to Ashland Avenue	1,129,000 ⁶
7.	48" (P)	60.90 (38.06)	1.80 (3.0%) [\$45,300]	7.45 (12.2%) [\$184,220]	23.39 (38.4%) [\$579,840]	17.84 (29.3%) [\$442,430]	10.42 (17.1%) [\$258,210]	Ashwaubenon Creek Interceptor from Ashland Avenue to DePere WWTF	1,510,000 ⁷
Total Allocation			\$45,300	\$1,672,208	\$2,943,473	\$759,449	\$529,170		5,949,600



ONEIDA UTILITIES COMMISSION

Post Office Box 128

Oneida, WI 54155

(414) 497-5850

Fax: (414)-497-5848

*2514 W. Mason St.
Green Bay, WI 54304.*

Resolution # OUC 4-03-97-A

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 duly recognized 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 I 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 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 Utilities Commission is delegated with the authority to enter into agreements with municipalities and administrative authorities order to carry out their responsibilities by Article II, Section B.13.

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

WHEREAS, the Oneida Tribe and the Oneida Utilities Commission, and Green Bay Metropolitan Sewerage District (hereafter referred to as "GBMET") entered into an Amendment to Agreement for Wastewater Treatment Services on August 26, 1994, (hereafter referred to as "Agreement"), and

WHEREAS, the Oneida Utilities Commission, on its own behalf and on behalf of the Oneida Tribe, has requested from GBMET an increase in their present allocation of 1.0 CFS of an additional 0.8 CFS flow from the Oneida sanitary district as defined in the First Amendment to the Agreement for Wastewater Treatment services, and

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

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

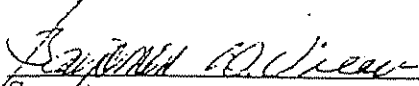
WHEREAS, because the Oneida Tribe is the owner of said expansion area and is a party to the original Agreement, and thus, the Amendment requires Oneida Tribal approval,

NOW, THEREFORE, BE IT RESOLVED, that the Oneida Utilities Commission does hereby approve the terms and conditions contained in the Second Amendment to Agreement for Wastewater Treatment Services and authorizes the Chairperson to sign said agreement on behalf of the Oneida Utilities Commission, and

NOW, THEREFORE BE IT FURTHER RESOLVED, that the Oneida Utilities Commission forward and recommend the Second Amendment to the Agreement for Wastewater Treatment Services to the Oneida Business Committee for review and approval by the Oneida Business Committee.

CERTIFICATION

I, the undersigned, as Secretary of the Oneida Utilities Commission, hereby certify that the Oneida Utilities Commission is composed of 5 members of whom 3 members constitute a quorum. ___ members were present at a meeting duly called, noticed and held on the 3rd day of April, 1997; that the foregoing resolution was duly adopted at such meeting by a vote of ___ members for; ___ members against, and ___ members not voting; and that said resolution has not been rescinded or amended in any way.


Secretary
Oneida Utilities Commission