

ONEIDA JUDICIARY
Tsi nu téshakotiya?tolétha?

TRIAL COURT

Hilaria Hawk,

Petitioner,

v.

Case No. 2019-TC-002

Oneida Nation,
Comprehensive Housing Division,

Date: February 4, 2019

Respondent.

STIPULATION AND ORDER

STIPULATION – LIMITED TERM RENTAL AGREEMENT

This Limited Term Rental Agreement (hereinafter, "Agreement") is made and entered into this 4th day of February, 2019, between the Respondent - Oneida Nation Comprehensive Housing Division (hereinafter, "Landlord") and the Petitioner Hilaria Hawk (hereinafter, "Tenant"). In consideration of the rents, covenants and agreements contained herein, the Landlord hereby rents to Tenant the residential property located within the Oneida Nation's reservation boundaries at the address provided in section 1 (hereinafter, "Premises") pursuant to the rental program and for the agreement term as identified in section 1.

1.

General Information	
Tenant(s) Full Names and Enrollment #'s	Hilaria Hawk – Enrollment # 7074
Premises	1237 Chief Hill Drive, Green Bay, WI 54313
Rental Program	Income-Based Rental Program
Agreement Term	February 4, 2019 – February 18, 2019* See section 3 Judicial Order Agreement Term and Rent Rate

2. Use of Premises. The premises may only be used for a single family residence. Any other use of the premises is prohibited and constitutes material breach of this Agreement.

3. Judicial Order, Agreement Term and Rent Rate. This Agreement is entered as a result and based upon the order in Oneida Judiciary Trial Court Case No. 2019-TC-002 in which the Court lifted the temporary restraining order effective February 4, 2019 and held that the Court was not able to force a rental agreement or limited term agreement upon the Landlord. In acknowledgment that Tenant has not begun removing any personal belongings from the premises, **Landlord hereby agrees to this Agreement which shall allow Tenant to remain residing in the premises and moving out of the premises until February 18, 2019 with locks being changed and the premises being reclaimed February 18, 2019 prior to 2:00 p.m.** In exchange for this agreement, Tenant shall pay Landlord \$25.00, which amounts to half of the Tenant's prior monthly rent obligation. It is understood that Tenant currently has a \$50.00 credit in her account which will cover the \$25.00 payment obligation. Any remaining credit shall be distributed in accordance with section 4 below. **Further, by signing this Agreement, Tenant accepts the terms and conditions order by the Court in lifting the Temporary Restraining Order in Case No. 2019-TC-002 and waives any right to appeal said decision.**

4. Security Deposit. Tenant shall pay to Landlord a security deposit as required by the applicable rental program rules. All security deposits shall be made prior to the tenant taking occupancy of the premises. Landlord shall return the security deposit to tenant in accordance with the Nation's Eviction and Termination law.

5. Delivery of Premises. At the termination or expiration of this Agreement, Tenant will peaceably and without legal process deliver up the possession of the premises in good condition and return all keys to the premises. Tenant shall be responsible for the cost for removal of any abandoned personal property and for the removal of debris from the premises. Any property which remains on or attached to the premises following the expiration or termination of this Agreement shall be deemed abandoned and shall be disposed of in accordance with the Disposal of Abandoned Personal Property rule adopted pursuant to the Landlord-Tenant and Eviction and Termination laws.

6. Quiet Enjoyment. Landlord agrees to defend the title to the premises and also agrees that Tenant shall peaceably and quietly hold, enjoy and occupy the premises for the duration of this Agreement without any hindrance, interruption, ejection or molestation by Landlord or by any other person or persons whomsoever, except if the requirements of any part of this Agreement are not kept by Tenant. Notwithstanding the foregoing, Tenant and Tenant's assigns are subject to all the laws and rules of the Oneida Nation. Tenant agrees to conduct self, family, friends, visitors and guests in a manner which will not disturb others. Tenant further understands that Tenant is responsible for all activities and conduct occurring on the premises.

7. Sublease and Assignment. Tenant may not sublease or assign this Agreement.

8. Condition of Premises. Tenant stipulates, represents and warrants that Tenant has been provided a check-in sheet in accordance with the Eviction and Termination law and that Tenant has examined the premises and that they are at the time of this Agreement in good order, repair, and in a safe, clean and tenantable condition.

9. Care and Maintenance of the Premises. Tenant shall:

- (a) Assure that property belonging to Landlord is safeguarded against damage, destruction, loss, removal, or theft.
- (b) Take affirmative action to insure that nothing is done which might place Landlord in violation of applicable building, housing, zoning, and health codes and regulations.
- (c) Keep the dwelling clean and sanitary, removing garbage and trash as it accumulates, maintaining plumbing in good working order to prevent stoppages and leakage of plumbing fixtures, faucets, pipes, etc. Tenant shall maintain a reasonable amount of heat during the cold weather to prevent damage from freezing of water pipes, plumbing fixtures, etc. Tenant shall be responsible for the repair of any damage caused by Tenant's failure to provide adequate heating during the cold weather at Tenant's expense.
- (d) Keep any common halls and/or stairways free from obstructions that might impair proper ingress and egress. Keep driveways, sidewalks, and fire escapes free of ice, snow, and/or other obstructions, however practical, to permit safe ingress and egress.
- (e) Not display signs or advertisements either inside or outside of the premises without the prior written consent of the Landlord.
- (f) Operate and maintain all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other appliances in a reasonable and safe manner.
- (g) Lawn care and snow removal are the responsibility of the Choose an item.

10. Repairs. Any defect, breakage, accident, damage or injury to premises, water pipes, toilets, drains and fixtures must be reported to the Landlord. Tenant shall contact Landlord's reception desk at 920-869-2227 to request a work order for any necessary repairs. Tenant is responsible for the premises and shall be billed for the cost to repair tenant damages due to the misuse, waste, negligence, or carelessness by tenant and tenant's family, guest, and/or visitor. Failure to exercise the care needed to tend to a small maintenance problem that later results in a major sanitation or damage problem is considered negligence. Negligence can result in tenant damages, loss/damage to personal belongings, and unwanted maintenance charges as further provided in the Nation's Landlord Tenant law.

11. Appliances and Amenities. The following appliances and amenities are provided by the Landlord upon the premises:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Stove | <input checked="" type="checkbox"/> Stove |
| <input type="checkbox"/> Refrigerator | <input checked="" type="checkbox"/> Refrigerator |
| <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Dishwasher |
| <input type="checkbox"/> Washer | <input type="checkbox"/> Washer |

12. Utilities. Tenant shall pay when due, all charges for garbage removal and recycling pick-up, water, sewage, gas, electricity, telephone and other utility services supplied to the premises. Tenant is responsible for notifying utility and service providers of any expiration/termination of

this Agreement for disconnection purposes and is responsible for payment of all utilities until services are terminated by the Tenant and transferred to the Landlord. Failure to pay utility bills for the premises and maintain water, electric and gas utility services at the premises constitutes material breach of this Agreement.

(a) The following utilities are provided by the Landlord at no additional charge to the Tenant:

- | | |
|---|--------------------------------------|
| <input checked="" type="checkbox"/> One (1) garbage container | <input type="checkbox"/> Electric |
| <input checked="" type="checkbox"/> One (1) recycling container | <input type="checkbox"/> Gas |
| <input type="checkbox"/> Water | <input type="checkbox"/> Basic Cable |

(b) Any remaining amounts owed for water utility will be deducted from the Tenant's security deposit.

(c) A utility allowance may be available in the discretion of the Landlord.

(d) Tenant is responsible for any damage caused resulting from Tenant's failure to maintain utility services at the premises.

13. Alterations and Improvements. Tenant shall make no alterations to the buildings or improvements on the premises or construct any building or make any other improvements on the premises without the prior written consent of Landlord. Any and all permanent alterations, changes, and/or improvements built, constructed or placed on the premises by Tenant shall, unless otherwise provided by written agreement between Tenant and Landlord, be and become the property of Landlord and remain on the premises at the expiration/termination of this Agreement.

14. Insurance. Landlord is not responsible for any personal property on the premises. Tenant acknowledges that Landlord's insurance does not cover personal property damage caused by fire, theft, rain, war, acts of the Creator, acts of others, and/or any other causes, nor shall Landlord be liable for such losses. Tenant is hereby advised to obtain Tenant's own insurance policy to cover any personal losses and hereby relieves the Landlord of all risk.

15. Household Composition. Tenant shall keep an up to date household composition form on file with Landlord at all times with Oneida Nation enrollment numbers provided where applicable. No more than one (1) family may occupy the premise. Tenant agrees to the use the premises as living quarters only unless otherwise approved by Landlord.

16. Pets. Tenant:

- May not keep pets on the premises under any circumstances.
- May keep pets on the premises in accordance with the Nation's Domestic Animals law provided that an increased security deposit is required and Tenant shall provide dog and cat licensing information to Landlord.

17. Motor Vehicles and Parking. Tenant shall not keep unlicensed vehicles on the premises or any other vehicles which are not owned by the Tenant, except those of Tenant's guests. Short term repair of one's personal vehicle is allowed but no partially dismantled, non-operating, wrecked, abandoned, junked, discarded, or unlicensed vehicles shall be allowed to remain on the premises. Tenant shall remove any unauthorized vehicle(s) from the premises within five (5) days of notice provided by Landlord, after such time the vehicle will be tagged for removal.

Tenant is responsible for all and any charges for the removal of the vehicle(s) and any charges to regain possession of vehicle(s). Tenant shall provide Landlord a complete list of any vehicles to be kept permanently at the premises.

License Plate #	3C3667	License Plate #	
Color/Make/Model	White/Toyota/Highlander	Color/Make/Model	
License Plate #		License Plate #	
Color/Make/Model		Color/Make/Model	

18. Recreational Use Vehicles/Boats. Tenant shall receive permission from Landlord prior to parking any recreational use vehicle/boat on the premises.

19. Signs and Displays. Tenant may post signs and displays on the premises provided that political signage shall comply with the requirements of the Election law and the Landlord reserves the right to require signage be removed at any time and without reason.

20. Lock and/or Key Replacement. Tenant is responsible for the cost of lock and/or key replacement. The fee for lock removal/change is \$50. The fee for key replacement is as provided on the rental program checkout list. It is the Landlord's discretion to determine whether the lock required replacement in the event of lost keys.

21. Cable Service. No satellite dishes may be attached to the physical unit unless approved in advance by the Landlord. All cable service installation shall be approved by the Landlord prior to installation.

22. Compliance with Applicable Laws, Rules, Policies and Regulations. Tenant shall comply with all applicable laws, rules policies and regulations, specifically including the specific rental program's rules. A failure to comply with all applicable laws, rules policies and regulations constitutes a material breach of this Agreement.

23. Indemnification. Neither Landlord nor its officers, agents and employees shall be liable for any loss, damage or injury of any kind whatsoever to the person or property of Tenant or any other person whomsoever, caused by any use of the premises, or by any defect in any structure erected thereon, or arising from any accident, fire or other casualty on said premises or from any other cause whatsoever. Tenant hereby waives all claims against Landlord and agrees to hold Landlord free and harmless from liability for any loss, damage or injury arising from the use of the premises by Tenant, together with all costs and expenses in connection therewith. Tenant agrees to indemnify Landlord against all liabilities or costs relating to the use, handling, treatment, removal, storage, transportation, or disposal of hazardous materials, or the release or discharge of any hazardous material from the premises that may occur during the Agreement term, regardless of fault.

24. Landlord Paying Claims. Landlord shall have the option to pay any lien or charge payable by Tenant under this Agreement, or settle any action therefor, if Tenant after written notice from Landlord fails to pay said lien or charge. All costs and other expenses incurred by Landlord in so doing shall be paid to Landlord by Tenant upon demand with interest at the rate of ten (10) percent per annum from the date of payment until repaid. Failure to make such repayment on demand shall constitute a breach of the covenants of this Agreement.

25. Inspections. Landlord reserves the right to enter the premises to inspect the premises, to make repairs, and to perform welfare or emergency checks. A 12-hour notice to the tenant is required unless:

- (a) a specific or mutual time is agreed upon;
- (b) a work order for repairs was requested by tenant; and/or
- (c) a welfare check or emergency situation exists.

26. Breach by Tenant. In the event Tenant breaches any covenant, condition or agreement contained in this Agreement, Tenant shall be given notice citing the breach(s) and a timeline to cure. Landlord may terminate this Agreement and regain immediate possession of the premises in accordance with the Eviction and Termination law. If the Landlord chooses not to terminate this Agreement for breach, Landlord may require Tenant agree to additional conditions or guarantees as Landlord may see fit in order to avoid termination of this Agreement.

27. Misrepresentation. Misrepresentation or withholding of material information in applying for admission to or in connection with this Agreement and any subsequent renewal of this Agreement constitutes a breach of the Tenant's obligations under this Agreement.

28. Payments and Notices. All notices, payments and demands shall be sent to the parties hereto at the addresses herein recited. Landlord shall receive notices at: Comprehensive Housing Division, P.O. Box 365, Oneida, WI 54155, 920-869-2227. Tenant shall receive notices at the address first noted in this Agreement, section 1. Parties may receive notices at such different addresses hereafter designated in writing. Notices and demands shall be delivered in person or sent by registered mail. Service of any notice or demand shall be deemed complete ten (10) days after mailing or on the date actually received, whichever occurs first. Tenant agrees to provide Landlord with Tenant's forwarding address within thirty (30) days of this Agreement being terminated.

29. Severability. It is agreed that if any provision of this Agreement shall be determined to be void by judicial decision, then such determination shall not affect any other provision of this Agreement and all such other provisions shall remain in full force and effect.

30. Assent Is Not Waiver of Future Breach of Covenants. No assent, express or implied, to any breach of this Agreement shall be deemed to be a waiver of any succeeding breach of covenants. Any failure of any party to this agreement to comply with any obligation, covenant, agreement or condition of this Agreement may be expressly waived, to the extent permitted under applicable law, in writing, by the other party or parties to this agreement, but such waiver or failure to insist on strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure to comply.

31. Governing Law. The Laws, Ordinances, Rules, and Policies of the Oneida Nation shall govern the terms of this Agreement. Should Tenant breach the terms of this Agreement, it is agreed that the Oneida Judiciary will have exclusive jurisdiction. Tenant agrees that nothing in this Agreement constitutes a waiver of Landlord's sovereign immunity.

32. Entire Agreement. This Agreement constitutes the full and complete agreement of the parties. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by all of the parties to this Agreement.


33. Additional Terms. _____

_____.

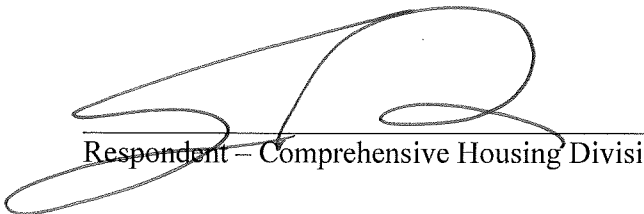
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above and by signing warrant authority to be bound by the above terms.




Petitioner – Hilaria Hawk



Advocate for Petitioner – Tsyoslake G. House, J.D.
General Tribal Council – Legal Resource Center
Ridgeview Plaza, Suite 8
3759 West Mason Street
Oneida, WI 54155



Respondent – Comprehensive Housing Division



Attorney for Respondent – Krystal L. John
Wisconsin State Bar No. 1093818
ONEIDA LAW OFFICE
N7219 Seminary Road
Post Office Box 109
Oneida, WI 54155

ONEIDA JUDICIARY
Tsi nu téshakotiya?tolétha?

TRIAL COURT

Hillaria J. Hawk,
Petitioner

v.

Case No: 19-TC-002

Oncida Nation / Comprehensive Housing Division,
Respondent

ORDER

This case has come before the Oneida Trial Court, Honorable John E. Powless III presiding.

Appearing in Person: Petitioner's Advocate, Tsyoslake G. House, Petitioner, Hillaria J. Hawk, Respondent's Attorney, Krystal L. John, Respondent, Comprehensive Housing Division- Scott Denny.

Statement of the Case

The Petitioner is seeking to stop the eviction of Petitioner's residence at 1237 Chief Hill Drive, Green Bay, Wisconsin 54313.

Findings of Fact

The Court finds as follows:

1. The Court has subject matter and personal jurisdiction over this matter.
2. A hearing was held February 4, 2019.
3. The Court clarified the case number for this hearing: 19-TC-002.
4. Respondent waived defective service requirement on the Nation's Secretary's office.
5. An Annual rental agreement renewal review was completed by the Respondent.
6. During the review, it was found the Petitioner did not meet the minimum annual income requirement.
7. After the finding, the Respondent entered into three separate ninety (90) day limited term rental agreements with the Petitioner to allow her time to become compliant.
8. After approximately two hundred and seventy (270) days, the Petitioner still had not come into compliance.
9. The Respondent initiated the eviction process.
10. The Petitioner was notified through a letter dated November 7, 2018, stating if Petitioner did not become compliant with the annual income requirement by February 1, 2019, Respondent will change locks February 4, 2019.
11. Appointment of a Guardian Ad Litem would not aid the Court in its final determination.

Principles of Law

Landlord-Tenant Law

Rule #2 - Income Based Rental Program Eligibility, Selection, and Other Requirement Rule.

2.4-3. *Minimum Income.* Applicants shall meet a minimum household income of \$7,800 per year.

2.8-5. *Rental Agreement Renewal.* Each rental agreement is limited to a twelve (12) month term. Tenants wishing to remain in the property are required to complete the annual rental agreement renewal by verifying that the household continues to meet all eligibility requirements contained in the Landlord-Tenant law and rules excluding the maximum income requirement provided in article 2.4-2. Once continued eligibility is verified, tenants that remain eligible are required to sign a rental agreement renewal.

(a) The Comprehensive Housing Division may, in its discretion, decline renewal of a rental agreement if it determines that the renewal is not in the best interest of the Nation.

(b) In the event a tenant fails to enter a rental agreement renewal and has not vacated the rental premises within thirty (30) calendar days of the expiration of the rental agreement, the Comprehensive Housing Division shall initiate the eviction process pursuant to the Eviction and Termination law.

2.8-6(b)(c). *Ineligibility Due to Renewal or an Update of Household Information.*

(b) *Ineligibility Due to an Update of Household Information.* In circumstances where the tenant learns of ineligibility as part of an update of household information, Comprehensive Housing Division staff shall include in the notice of ineligibility the warning of potential termination in accordance with the rental agreement. In the event the tenant is unable to or fails to reinstate their eligibility in accordance with the timeline provided in the notice, the Comprehensive Housing Division shall permit the tenant to remain in the unit for the longer of the duration of the rental agreement or ninety (90) calendar days from the date of the notice of ineligibility.

(1) If the tenants' circumstances result in the tenant completing the term of the rental agreement, eligibility shall be reconsidered at the time of the annual renewal. If the tenant remains ineligible at the time of renewal, article 2.8-6(a) applies.

(2) If the tenants' circumstances result in the tenant receiving a thirty (30) calendar day notice to cure or ninety (90) calendar day notice to vacate, the tenant shall enter a limited term rental agreement to cover any time which exceeds the current rental agreement.

(c) *Limited Term Rental Agreements.* Limited term rental agreements are available in accordance with article 2.8-6(a) and (b) of these rules and section 611.9-4 of the Landlord-Tenant law. At a minimum, limited term rental agreement shall include:

(1) The date of the original notice of ineligibility;

(2) An explanation that the tenant has thirty (30) calendar days to reinstate eligibility;

(3) As applicable, an explanation that if eligibility is not timely reinstated, that the limited term rental agreement takes the place of the thirty (30) calendar day notice to cure or vacate required by the Eviction and Termination law; and

(4) An explanation that if eligibility is not timely reinstated, the rental unit will be reclaimed including the date the locks will be changed.

Oneida Nation Per Capita Law

123.3. Definitions

(j) “Legally Incompetent Adult” means a Tribal member who is at least eighteen (18) years of age and has been declared incompetent by a court of competent jurisdiction pursuant to applicable law.

Analysis

Prior to the passage of the Nation’s Landlord-Tenant Law, *Rule #2 - Income Based Rental Program Eligibility, Selection, and Other Requirement Rule*, the Petitioner applied and met requirements pertaining to her low-income housing application with the Oneida Housing Authority. At that time, the Petitioner and Respondent entered into a standard rental agreement, resulting in the Petitioner residing at 1237 Chief Hill Drive, Green Bay, Wisconsin for about ten (10) years.

In 2017, the Landlord-Tenant Law was passed, in accordance with *Income Based Rental Program Eligibility, Selection, and Other Requirement Rule* section 2.4-3 of the Income Based Rental Program Eligibility, Selection, and Other Requirement Rule, applicants shall meet the minimum annual income requirement of \$7,800.00. Additionally, section 2.8-5 requires tenants of the Comprehensive Housing Division (CHD) to meet all standard rental agreement requirements. Respondent held an annual rental agreement renewal of the Petitioner and found the Petitioner did not meet the minimum annual income requirement.

In accordance with Rule #2, section 2.8-5 (b) states, if a tenant fails to meet requirements during annual rental agreement renewal, Respondent shall start the eviction process. Upon determining the Petitioner was not compliant with the income requirement, the Respondent chose to work with Petitioner on regaining compliance. The Respondent entered into the first of three ninety (90) day limited term rental agreement with the Petitioner on May 1, 2018. The second ninety (90) day limited term rental agreement was entered with the Petitioner in August 2018. The final ninety (90) day agreement was entered on November 1, 2018.

At this time, the Respondent initiated the eviction process and notified Petitioner through a letter dated November 7, 2018, stating if Petitioner did not become compliant with the annual income requirement by February 1, 2019, Respondent will change locks February 4, 2019.

The Respondent afforded Petitioner nine consecutive months to comply with the standard rental agreement requirements. The limited term rental agreements was an avenue for the Petitioner to become compliant but failed to do so. By law, the Respondent is not required to continue entering into limited term rental agreements due to Petitioner’s non-compliance. The Respondent has the right to start the eviction process.

The Petitioner failed to state a law supportive of ordering the Respondent to continue entering into limited term rental agreements with the Petitioner. Section 2.8-5(a)(b) of the *Income Based*

Rental Program Eligibility, Selection, and Other Requirement Rule provides the Respondent discretion as to who it will enter into a rental agreement with if it determines it is not in the best interest of the Nation or a tenant fails to enter a rental agreement renewal. Here, the Respondent no longer wishes to enter into any rental agreement with the Petitioner.

The Petitioner does not meet the annual minimum income requirement, nor does the CHD feel it is best serving the Nation's members by continuing to provide Petitioner more time to become compliant. The Respondent afforded the Petitioner three ninety (90) day limited term rental agreements to regain compliance, clearly, showing a willingness to work with Petitioner, when, according to law, *Income Based Rental Program Eligibility, Selection, and Other Requirement Rule* section 2.8-6(b), is only required to provide a limited term rental agreement of 30 days to tenants.

In this case, the Court has no legal basis to force the Nation's Comprehensive Housing Division into an agreement with the Petitioner. With no rental agreement the Respondent is supported by law to evict the Petitioner.

According to the Petitioner's positive rent and utility payment history, no evidence of property damage, and the current weather temperatures, the Court has no objection with the Comprehensive Housing Division entering into a limited term rental agreement with the Petitioner so that she may have more time to become compliant. But the Court cannot order the Comprehensive Housing Division to do so.

Pertaining to the competency of the Petitioner.

Petitioner asserts due to her mental illnesses, she did not fully comprehend the expectations of her in becoming compliant, the Petitioner is claiming she is incompetent as to being able to understand the ramifications associated with her inability to become compliant. The Nation's Per Capita Law defines and explains the process of being declared a Legally Incompetent Adult. To be declared legally incompetent, the Petitioner must obtain a declaration from a court of competent jurisdiction. The Petitioner failed to provide such document or any other declaration stating such from a medical professional authorized by law.

Even if the Petitioner provided such a document, it would not require the CHD to enter into a rental agreement with the Petitioner. If the Petitioner was declared legally incompetent, the Court may appoint a Guardian Ad Litem (GAL) who would represent the best interest of the Petitioner; however, the GAL's recommendation would be unlikely to conflict with the position taken by Petitioner's advocate and would be unnecessary to the final determination.

During the hearing, the Court ordered the TRO to be lifted, Tuesday, February 12, 2019, by 4:00 p.m., at which time, the Respondent is entitled to change the locks. However, after the hearing and before the written decision was issued, the Parties filed a stipulation that allows, among other things, the Petitioner to remain residing in the premises until February 18, 2019 and moving out of the premises on February 18, 2019 with locks being changed and the premise being reclaimed February 18, 2019 prior to 2:00 p.m. The stipulation also requires the Petitioner to pay twenty-five (\$25.00) dollars to the landlord and waives any right to appeal. The Court finds the stipulation reasonable.


Order

The Court enters the following order:

1. Pursuant to the agreement to the parties, the TRO shall remain in effect until February 18, 2019.

IT IS SO ORDERED.

By the authority vested in the Oneida Judiciary pursuant to Resolution 01-07-13-B of the General Tribal Council an Order was signed on February 8, 2019 in Case No. 19-TC-002.



John E. Powless III
Trial Court Judge