

# Oneida Nation

Post Office Box 365

Phone: (920)869-2214



Oneida, WI 54155

## **BC Meeting Materials October 25, 2017**

### **Open Session**

### **CERTIFICATION**

I, the undersigned, as Secretary of the Oneida Business Committee, hereby certify that the following 239 pages are the Open Session meeting materials presented at a meeting duly called, noticed and held on the 25<sup>th</sup> day of October, 2017.

A handwritten signature in blue ink that reads "Lisa Summers". The signature is written in a cursive style and is positioned above a horizontal line.

Lisa Summers, Tribal Secretary  
Oneida Business Committee



## **Oneida Business Committee**

### **Executive Session**

**8:30 a.m. Tuesday, October 24, 2017**

**Executive Conference Room, 2<sup>nd</sup> floor, Norbert Hill Center**

### **Regular Meeting**

**8:30 a.m. Wednesday, October 25, 2017**

**BC Conference Room, 2<sup>nd</sup> floor, Norbert Hill Center**

### **Agenda**

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*To get a copy of the agenda, go to: [oneida-nsn.gov/government/business-committee/agendas-packets/](http://oneida-nsn.gov/government/business-committee/agendas-packets/)*

#### **I. CALL TO ORDER AND ROLL CALL**

#### **II. OPENING**

- A. Special Recognition for years of service** – Twenty-five (25) Oneida Nation employees  
Sponsor: Geraldine Danforth, Area Manager/Human Resources Dept.

#### **III. ADOPT THE AGENDA**

#### **IV. OATHS OF OFFICE**

- A. Pardon & Forgiveness Screening Committee** – Jeanette Archiquette-Ninham
- B. Anna John Residential Centered Community Board** – Joshua Hicks
- C. Finance Committee Community Elder Position** – Shirley Barber

#### **V. MINUTES**

- A. Approve October 11, 2017, regular meeting minutes**  
Sponsor: Lisa Summers, Tribal Secretary
- B. Approve October 13, special meeting minutes**  
Sponsor: Lisa Summers, Tribal Secretary

**VI. RESOLUTIONS****A. Adopt resolution entitled Zero Suicide Initiative**

Requestor: Mari Kriescher, Director/Oneida Behavioral Health

Sponsors: Ravinder Vir, Medical Director/Comprehensive Health; Debra Danforth, Division Director/Comprehensive Health – Operations

**B. Adopt two (2) resolutions regarding State Street Bank and Trust Company agreement – file # 2017-1250**

Sponsor: Larry Barton, Chief Financial Officer

- 1. Resolution entitled Appointing State Street Bank and Trust Company to Act as Trustee for the Oneida Nation Enterprise 401(k) Plan**
- 2. Resolution entitled Appointing State Street Bank and Trust Company to Act as Trustee for the Oneida Nation Governmental 401(k) Plan**

**C. Adopt resolution entitled Opposition to 2017 Senate Bill 395 Regulation and of Nonferrous Metallic Mineral Prospecting and Mining**

Sponsor: Tehassi Hill, Tribal Chairman

**D. Adopt resolution entitled Fiscal Years 2019 to 2022 Triennial Strategic Fiscal Planning**

Sponsor: Trish King, Tribal Treasurer

**E. Adopt resolution entitled Third Extension of the Effective Date of the Community Support Fund Law**

Sponsor: David P. Jordan, Councilman; Legislative Operating Committee Chair

**VII. STANDING COMMITTEES****A. Finance Committee**

Chair: Trish King, Tribal Treasurer

- 1. Approve October 16, 2017, Finance Committee meeting minutes**

**VIII. NEW BUSINESS****A. Approve Power Purchase Agreement between Oneida Nation and Oneida Nation Solar LLC. – file # 2017-0873**

Requestor: Michael Troge, Project Manager

Sponsor: Ernie Stevens III, Councilman

**B. Schedule a special executive Business Committee meeting on December 15, 2017, at 9:00 a.m. for the purpose of reviewing and approving Year End Financial Statements from RSM US and forward to the Annual GTC meeting**

Requestor: Loucinda Conway, Manager/Internal Audit

Liaison: David P. Jordan, Councilman; Audit Committee Chair

**IX. TRAVEL****A. Travel Reports**

1. Approve travel report – Treasurer Trish King – Native American Finance Officers Association (NAFOA) Fall Finance & Tribal Economies conference – Tulsa, OK – October 1-4, 2017

**X. OPERATIONAL REPORTS** (*Please Note: Scheduled times are approximate and subject to change*)

- A. Accept Comprehensive Health Division FY '17 4<sup>th</sup> quarter report** (*1:30 p.m.-1:50 p.m.*)  
Sponsors: Debra Danforth, Division Director/Comprehensive Health - Operations; Ravinder Vir, Medical Director/Comprehensive Health
- B. Accept Community & Economic Dev't Division FY '17 4<sup>th</sup> quarter report** (*1:50 p.m.-2:10 p.m.*)  
Sponsor: Troy Parr, Assistant Division Director/Community & Economic Development
- C. Accept Public Works Division FY '17 4<sup>th</sup> quarter report** (*2:10 p.m.-2:30 p.m.*)  
Sponsor: Jacque Boyle, Interim Assistant Division Director/Public Works
- D. Accept Governmental Services Division FY '17 4<sup>th</sup> quarter report** (*2:30 p.m.-2:50 p.m.*)  
Sponsor: George Skenandore, Division Director/Governmental Services

**XI. EXECUTIVE SESSION** (*Please Note: Scheduled times are approximate and subject to change*)**A. Reports**

1. **Accept Bay Bancorporation, Inc. FY '17 4<sup>th</sup> quarter report** (*8:30 a.m.-9:00 a.m.*)  
President: Jeff Bowman  
Liaison: Trish King, Tribal Treasurer
2. **Accept Oneida ESC Group, LLC. FY '17 4<sup>th</sup> quarter report** (*9:00 a.m.-9:30 a.m.*)  
Chair: Jackie Zalim  
Liaisons: Lisa Summers, Tribal Secretary; Ernest Stevens III, Councilman

*(Break scheduled from 9:30 a.m.-9:45 a.m.)*

3. **Accept Oneida Seven Generations Corporation FY '17 4<sup>th</sup> quarter report** (*9:45 a.m.-10:15 a.m.*)  
Agent: Pete King III  
Liaison: Brandon Stevens, Tribal Vice-Chairman
4. **Accept Oneida Airport Hotel Corporation FY '17 4<sup>th</sup> quarter report** (*1:30 p.m.-2:00 p.m.*)  
Agent: Janice Hirth-Skenandore  
Liaisons: Kirby Metoxen, Councilman; Daniel Guzman King, Councilman



5. **Accept Oneida Golf Enterprise FY '17 4<sup>th</sup> quarter report**  
(2:00 p.m.-2:30 p.m.)  
Agent: Janice Hirth-Skenandore  
Liaison: Trish King, Tribal Treasurer
6. **Accept Chief Counsel report** – Jo Anne House, Chief Counsel
  - a. **Approve Hobbs Straus Dean and Walker LLP contract – file # 2017-1264**
7. **Accept Chief Financial Officer** – Larry Barton, Chief Financial Officer
8. **Accept Intergovernmental Affairs & Communications report** – Nathan King, Director

**B. Standing Items**

1. **Land Claims Strategy** (*No Requested Action*)
2. **Oneida Golf Enterprise – Ladies Professional Golf Association** (2:30 p.m.-2:45 a.m.)

**C. Audit Committee**

Chair: David P. Jordan, Councilman

1. **Accept Audit Committee FY '17 4<sup>th</sup> quarter report** (10:15 a.m.-10:30 a.m.)

**D. Unfinished Business**

1. **Accept close-out report re: Language Dept. transition** (*Not Submitted*)  
Sponsor: Brandon Stevens, Tribal Vice-Chairman

*EXCERPT FROM AUGUST 9, 2017: Motion by Lisa Summers to adopt resolution #08-09-17-D Transfer of Language Department to Oneida Nation School System, seconded by Tehassi Hill. Motion carried unanimously.*

2. **Accept updates on transitions of the Public Works Division, Land & Environment Division, and Community & Economic Development Division** (11:00 a.m.-12:00 p.m.)  
Sponsor: Jennifer Webster, Chairwoman

*EXCERPT FROM SEPTEMBER 27, 2017: Motion by Lisa Summers for the Oneida Business Committee sub-teams to provide an update on the transitions of the Public Works Division, Land & Environment Division and Community & Economic Division and that the Direct Reports for these areas be included for the discussion, noting that Councilwoman Jennifer Webster's Office will be in charge of coordinating the update, seconded by Trish King. Motion carried unanimously.*

**E. New Business**

1. **Accept final report and recommendations regarding Business Committee retreat held on October 13, 2017**  
Sponsor: Trish King, Tribal Treasurer
2. **Review memorandum from Sovereign Finance dated October 20, 2017**  
Sponsor: Lisa Summers, Tribal Secretary

**3. Enter E-Poll results into the record in accordance with OBC SOP entitled Conducting Electronic Voting:**

Sponsor: Lisa Summers, Tribal Secretary

**a. Approval of One Law Group S.C. contract – file # 2017-1268**

Requestor: Jo Anne House, Chief Counsel

**XII. ADJOURN**

Posted on the Oneida Nation's official website, [www.oneida-nsn.gov](http://www.oneida-nsn.gov), at 2:15 p.m., Friday, October 20, 2017, pursuant to the Open Records and Open Meetings Law, section 7.17-1.

The meeting packet of the open session materials for this meeting is available by going to the Oneida Nation's official website at: <https://oneida-nsn.gov/government/business-committee/agendas-packets/>.

For information about this meeting, please call the Business Committee Support Office at (920) 869-4364 or (800) 236-2214.

### Oneida Business Committee Agenda Request

1. Meeting Date Requested: 10 / 25 / 17

**2. General Information:**

Session:  Open  Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

Presentation of Years of Service Certificates to approximately twenty-five (25) employees by their immediate supervisor along with the Business Committee.

**3. Supporting Materials**

Report  Resolution  Contract

Other:

1. <input type="text" value="List of employees to be recognized (Handout)"/>	3. <input type="text"/>
2. <input type="text"/>	4. <input type="text"/>

Business Committee signature required

**4. Budget Information**

Budgeted - Tribal Contribution  Budgeted - Grant Funded  Unbudgeted

**5. Submission**

Authorized Sponsor / Liaison:

Primary Requestor: Maureen Metoxen, Exec Assist  
Your Name, Title / Dept. or Tribal Member

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.

## Oneida Business Committee Agenda Request

### 6. Cover Memo:

Describe the purpose, background/history, and action requested:

HRD coordinates efforts on a quarterly basis, with all supervisors and the Business Committee to recognize employees who have reached the 25+ years milestone. With the assistance from each supervisor, HRD will create the certificate to be presented to the Years of Service recipient.

- 1) Save a copy of this form for your records.
- 2) Print this form as a \*.pdf *OR* print and scan this form in as \*.pdf.
- 3) E-mail this form and all supporting materials in a **SINGLE** \*.pdf file to: [BC\\_Agenda\\_Requests@oneidanation.org](mailto:BC_Agenda_Requests@oneidanation.org)

### Oneida Business Committee Agenda Request

1. Meeting Date Requested: 10 / 25 / 17

**2. General Information:**

Session:  Open  Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

Administer Oath of Office to Joshua Hicks for the AJRCCC Board.

**3. Supporting Materials**

Report  Resolution  Contract

Other:

1.

3.

2.

4.

Business Committee signature required

**4. Budget Information**

Budgeted - Tribal Contribution  Budgeted - Grant Funded  Unbudgeted

**5. Submission**

Authorized Sponsor / Liaison:

Primary Requestor/Submitter: Brooke Doxtator, BCC Supervisor  
Your Name, Title / Dept. or Tribal Member

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.

## Oneida Business Committee Agenda Request

### 6. Cover Memo:

Describe the purpose, background/history, and action requested:

The appointment for the AJRCCC Board position was made on the October 11, 2017 BC Agenda. There was one (1) vacancy for a three (3) year term. The vacancy was posted in the May 4, 2017 issue of the Kalihwisaks. The application deadline was June 2, 2017 and there were four (4) applicants.

- 1) Save a copy of this form for your records.
- 2) Print this form as a \*.pdf *OR* print and scan this form in as \*.pdf.
- 3) E-mail this form and all supporting materials in a **SINGLE** \*.pdf file to: [BC\\_Agenda\\_Requests@oneidation.org](mailto:BC_Agenda_Requests@oneidation.org)

### Oneida Business Committee Agenda Request

1. Meeting Date Requested: 10 / 25 / 17

**2. General Information:**

Session:  Open  Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

Administer Oath of Office to Jeanette Archiquette-Ninham for the Pardon & Forgiveness Screening Committee

**3. Supporting Materials**

Report  Resolution  Contract

Other:

1.

3.

2.

4.

Business Committee signature required

**4. Budget Information**

Budgeted - Tribal Contribution  Budgeted - Grant Funded  Unbudgeted

**5. Submission**

Authorized Sponsor / Liaison:

Primary Requestor/Submitter:

Brooke Doxtator, BCC Supervisor  
Your Name, Title / Dept. or Tribal Member

Additional Requestor:

\_\_\_\_\_  
Name, Title / Dept.

Additional Requestor:

\_\_\_\_\_  
Name, Title / Dept.

## Oneida Business Committee Agenda Request

### 6. Cover Memo:

Describe the purpose, background/history, and action requested:

The appointment for the Pardon & Forgiveness Screening Committee was made on the July 26, 2017 BC Agenda. This oath is re-scheduled from the October 11, 2017 BC Agenda, Jeanette's oath wasn't delivered because she arrived late. There were four (4) vacancies for a three (3) year term. The vacancies were posted in the June 1, 2017 issue of the Kalihwisaks. The application deadline was July 3, 2017 and Jeanette was the only applicant.

- 1) Save a copy of this form for your records.
- 2) Print this form as a \*.pdf *OR* print and scan this form in as \*.pdf.
- 3) E-mail this form and all supporting materials in a **SINGLE** \*.pdf file to: [BC\\_Agenda\\_Requests@oneidanation.org](mailto:BC_Agenda_Requests@oneidanation.org)



### Oneida Business Committee Agenda Request

1. Meeting Date Requested: 10 / 25 / 17

**2. General Information:**

Session:  Open  Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

Administer Oath of Office to Shirley Barber for the Finance Committee Community Elder position.

**3. Supporting Materials**

Report  Resolution  Contract

Other:

1.

3.

2.

4.

Business Committee signature required

**4. Budget Information**

Budgeted - Tribal Contribution  Budgeted - Grant Funded  Unbudgeted

**5. Submission**

Authorized Sponsor / Liaison:

Primary Requestor/Submitter: Brooke Doxtator, BCC Supervisor  
Your Name, Title / Dept. or Tribal Member

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.

## Oneida Business Committee Agenda Request

### 6. Cover Memo:

Describe the purpose, background/history, and action requested:

The appointment for the Finance Committee Community Elder position was made on the October 11, 2017 BC Agenda. There was one (1) vacancy for a three (3) year term. The vacancy was posted in the August 17, 2017 issue of the Kalihwisaks. The application deadline was September 15, 2017 and there were four (4) applicants.

- 1) Save a copy of this form for your records.
- 2) Print this form as a \*.pdf *OR* print and scan this form in as \*.pdf.
- 3) E-mail this form and all supporting materials in a **SINGLE** \*.pdf file to: [BC\\_Agenda\\_Requests@oneidanation.org](mailto:BC_Agenda_Requests@oneidanation.org)

### Oneida Business Committee Agenda Request

1. Meeting Date Requested: 10 / 25 / 17

**2. General Information:**

Session:  Open  Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

Approve October 11, 2017, regular meeting minutes

**3. Supporting Materials**

Report  Resolution  Contract

Other:

1. <input type="text" value="October 11, 2017, regular meeting minutes"/>	3. <input type="text"/>
2. <input type="text"/>	4. <input type="text"/>

Business Committee signature required

**4. Budget Information**

Budgeted - Tribal Contribution  Budgeted - Grant Funded  Unbudgeted

**5. Submission**

Authorized Sponsor / Liaison:

Primary Requestor/Submitter: Submitted by: Heather Heuer, Info. Mgmt. Spec./BC Support Office  
Your Name, Title / Dept. or Tribal Member

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.

**DRAFT****Oneida Business Committee****Executive Session****8:30 a.m. Tuesday, October 10, 2017****Executive Conference Room, 2<sup>nd</sup> floor, Norbert Hill Center****Regular Meeting****8:30 a.m. Wednesday, October 11, 2017****BC Conference Room, 2<sup>nd</sup> floor, Norbert Hill Center****Minutes – DRAFT****EXECUTIVE SESSION**

**Present:** Chairman Tehassi Hill (excused at 9:55 a.m.), Vice-Chairman Brandon Stevens, Treasurer Trish King, Secretary Lisa Summers, Council members: Daniel Guzman King, David P. Jordan, Kirby Metoxen (excused at 9:55 a.m.), Ernie Stevens III, Jennifer Webster;

**Not Present:** ;

**Arrived at:** ;

**Others present:** Jo Anne House, Larry Barton, Lisa Liggins, Joanie Buckley, Jeff House, Tim Skenandore, Jon Roberts (Via teleconference), John Karras (Via teleconference), Alan King, RaLinda Ninham-Lamberies, Liz Somers, Frank Cornelius, Janice Skenandore-Hirth;

**REGULAR MEETING**

**Present:** Chairman Tehassi Hill, Vice-Chairman Brandon Stevens, Council members: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens III, Jennifer Webster;

**Not Present:** Treasurer Trish King;

**Arrived at:** Secretary Lisa Summers at 8:31 a.m.;

**Others present:** Jen Falck, Jessica Wallenfang, Jo Anne House, Rhiannon Metoxen, Rosa Laster, Tina Moore, Sandra Reveles, Dale Wheelock, Chris Johnson, Ed Delgado, Larry Barton, Nancy Barton, Brooke Doxtator, Heather Heuer, Brenda Danforth, Jeanette Archiquette-Ninham;

**I. CALL TO ORDER AND ROLL CALL** by Chairman Tehassi Hill at 8:30 a.m.

For the record: Treasurer Trish King is out of the office on personal time. Vice-Chairman Brandon Stevens is excused for the afternoon session for approved travel to attend the Haskell Board of Regents Fall meeting in Lawrence, KS.

*Secretary Lisa Summers arrives at 8:31 a.m.*

**II. OPENING** by Councilman Daniel Guzman King

**DRAFT****III. ADOPT THE AGENDA (00:01:25)**

Motion by Lisa Summers to adopt the agenda with the following change: [Delete New Business item IX.A. Approve Tribal Member request to conduct survey activities regarding Oneida Nation adult voting members and traditional decision-making practices in the 21<sup>st</sup> century], seconded by Brandon Stevens.

Motion carried unanimously:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Brandon Stevens,  
Ernie Stevens III, Lisa Summers, Jennifer Webster  
Not Present: Trish King

**IV. OATHS OF OFFICE (00:02:18)** administered by Secretary Lisa Summers

- A. Oneida Pardon and Forgiveness Screening Committee** – Jeanette Archiquette-Ninham (*Not present at that time*)
- B. Oneida Personnel Commission** – Tina Moore
- C. Oneida Police Commission** – Sandra Reveles

**V. MINUTES (00:06:25)****A. Approve September 27, 2017, regular meeting minutes**

Sponsor: Lisa Summers, Secretary

Motion by Jennifer Webster to approve the September 27, 2017, regular meeting minutes, seconded by David P. Jordan. Motion carried unanimously:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Brandon Stevens,  
Ernie Stevens III, Lisa Summers, Jennifer Webster  
Not Present: Trish King

**VI. RESOLUTIONS****A. Adopt resolution entitled Grant Application by Comprehensive Housing Division for HUD Resident Opportunity and Self-Sufficiency (ROSS) Service Coordinators Program to Fund a Service Coordinator Position (00:06:50)**

Sponsor: Dana McLester, Division Director/Comprehensive Housing

Motion by Brandon Stevens to adopt resolution # 10-11-17-A Grant Application by Comprehensive Housing Division for HUD Resident Opportunity and Self-Sufficiency (ROSS) Service Coordinators Program to Fund a Service Coordinator Position seconded by Ernie Stevens III. Motion carried with two opposed:

Ayes: Daniel Guzman King, David P. Jordan, Brandon Stevens, Ernie Stevens III, Jennifer Webster  
Opposed: Lisa Summers, Kirby Metoxen  
Not Present: Trish King  
For the record: Secretary Lisa Summers stated I am opposing because we don't have a completed grant application before us. We don't have an outline of what those incurring costs are. We also don't have an updated organizational chart from the Comprehensive Housing Division Director indicating where this position fits into this structure. We don't have the specifics about the program itself. There's been a verbal explanation, but again because all of the elements aren't together we don't have any of that

**DRAFT**

detail in writing and I don't think it's appropriate for us to adopt it at this time. I do support the effort. I think you should continue with the process and I do support you getting there. I think that this was a situation though where you just had the cart before the horse and I would encourage you to make sure that in the future all of these resolutions are submitted with the entire package. Thank you.

**B. Adopt resolution entitled Dissolution of Oneida Health Board in accordance with the General Tribal Council Directive of February 20, 2017 (00:17:50)**

Sponsor: Lisa Summers, Secretary

Motion by David P. Jordan to adopt resolution # 10-11-17-B Dissolution of Oneida Health Board in accordance with the General Tribal Council Directive of February 20, 2017, seconded by Lisa Summers.

Motion carried unanimously:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa Summers, Jennifer Webster

Not Present: Trish King

**VII. STANDING COMMITTEES**

**A. Legislative Operating Committee**

Chair: David P. Jordan, Councilman

**1. Accept September 20, 2017, Legislative Operating Committee meeting minutes (00:19:47)**

Motion by Jennifer Webster to accept the September 20, 2017, Legislative Operating Committee meeting minutes, seconded by Lisa Summers. Motion carried unanimously:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa Summers, Jennifer Webster

Not Present: Trish King

**B. Finance Committee**

Chair: Trish King, Treasurer

**1. Approve October 2, 2017, Finance Committee meeting minutes (00:20:25)**

Motion by David P. Jordan to approve the October 2, 2017, Finance Committee meeting minutes, seconded by Kirby Metoxen. Motion carried unanimously:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa Summers, Jennifer Webster

Not Present: Trish King

**VIII. APPOINTMENTS**

**A. Approve recommendation to appoint Shirley Barber as Community Elder to Finance Committee (00:20:56)**

Sponsor: Tehassi Hill, Chairman

Motion by David P. Jordan to approve the recommendation to appoint Shirley Barber as Community Elder to Finance Committee, seconded by Lisa Summers. Motion carried unanimously:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa Summers, Jennifer Webster

Not Present: Trish King

**DRAFT****B. Approve recommendation to appoint Joshua Hicks to Anna John Residential Centered Care Community Board (00:21:30)**

Sponsor: Tehassi Hill, Chairman

Motion by David P. Jordan to approve the recommendation to appoint Joshua Hicks to the Anna John Residential Centered Care Community Board, seconded by Lisa Summers. Motion carried unanimously:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Brandon Stevens,  
Ernie Stevens III, Lisa Summers, Jennifer Webster

Not Present: Trish King

**IX. NEW BUSINESS****~~A. Approve Tribal Member request to conduct survey activities regarding Oneida Nation adult voting members and traditional decision-making practices in the 21<sup>st</sup> century~~**~~Requestor: Anita Barber~~~~Sponsor: Daniel Guzman King, Councilman~~*Item deleted at adoption of agenda.***B. Approve posting of known 2018 vacancies for Boards, Committees, Commissions, and Corporate Boards (00:22:00)**

Requestor: Kathleen Metoxen, Records Tech II/BC Support Office

Sponsor: Lisa Summers, Secretary

Motion by David P. Jordan to approve the posting of known 2018 vacancies for Boards, Committees, Commissions, and Corporate Boards, seconded by Jennifer Webster. Motion carried unanimously:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Brandon Stevens,  
Ernie Stevens III, Lisa Summers, Jennifer Webster

Not Present: Trish King

**X. TRAVEL****A. TRAVEL REPORTS****1. Accept travel report – Councilman Kirby Metoxen – Native American Tourism of Wisconsin (NATOW) Board of Directors meeting – Milwaukee, WI – September 5-6, 2017 (00:22:45)**

Motion by Lisa Summers to accept the travel report – Councilman Kirby Metoxen – Native American Tourism of Wisconsin (NATOW) Board of Directors meeting – Milwaukee, WI – September 5-6, 2017, seconded by Ernie Stevens III. Motion carried with one abstention:

Ayes: Daniel Guzman King, David P. Jordan, Brandon Stevens, Ernie Stevens  
III, Lisa Summers, Jennifer Webster

Abstained: Kirby Metoxen

Not Present: Trish King

**DRAFT****2. Accept travel report – Councilman Kirby Metoxen – National Indian Gaming Association (NIGA) Mid-Year conference – Phoenix, AZ – September 18-21, 2017 (00:23:45)**

Motion by David P. Jordan to accept the travel report – Councilman Kirby Metoxen – National Indian Gaming Association (NIGA) Mid-Year conference – Phoenix, AZ – September 18-21, 2017, seconded by Lisa Summers. Motion carried with one abstention:

Ayes: Daniel Guzman King, David P. Jordan, Brandon Stevens, Ernie Stevens III, Lisa Summers, Jennifer Webster  
 Abstained: Kirby Metoxen  
 Not Present: Trish King

**B. TRAVEL REQUESTS****1. Approve travel request – Various Attendees – New York Properties tour – New York – November 3-6, 2017 (00:24:40)**

Motion by Lisa Summers to approve the travel request – Chairman Tehassi Hill, Secretary Lisa Summers, Councilman Daniel Guzman King, Councilman Kirby Metoxen, Councilman Ernest Stevens III, Councilwoman Jennifer Webster, Chris Cornelius, Dakota Webster, Tomas Escamea, Sheila Shawanokasic, Jay Rasmussen, Becky Webster, Julie Barton, Troy Parr, and Pat Pelky – New York Properties tour – New York – November 3-6, 2017, seconded by Jennifer Webster. Motion carried unanimously:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa Summers, Jennifer Webster  
 Not Present: Trish King  
 For the record: Secretary Lisa Summers stated I am planning on attending.  
 For the record: Councilman Ernest Stevens III stated that even though I have been to the area this is the first I've seen some of these lands so it's come from a land use perspective.

**XI. GENERAL TRIBAL COUNCIL** *(To obtain a copy of Members Only materials, visit the BC Support Office, 2nd floor, Norbert Hill Center and present Tribal I.D. card or go to <https://goo.gl/uLp2jE>)***A. Petitioner Edward Delgado – Trust Land Distribution (00:30:34)****1. Defer legal analysis for sixty (60) days**

Sponsor: Jo Anne House, Chief Counsel

Motion by Lisa Summers to defer the legal analysis for sixty (60) days, noting the Law Office will be kept informed of the progress being made about possible withdrawing the petition in the future, seconded by Jennifer Webster. Motion carried unanimously:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa Summers, Jennifer Webster  
 Not Present: Trish King

**2. Accept 2<sup>nd</sup> financial progress report**

Sponsor: Larry Barton, Chief Financial Officer

Motion by David P. Jordan to accept the 2<sup>nd</sup> financial progress report, seconded by Brandon Stevens. Motion carried unanimously:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa Summers, Jennifer Webster  
 Not Present: Trish King



**DRAFT**

EXCERPT FROM SEPTEMBER 27, 2017: Motion by David P. Jordan to accept the legislative analysis, legal progress report, and financial progress report, seconded by Trish King. Motion carried unanimously.

EXCERPT FROM JULY 27, 2017: (1) Motion by Tehassi Hill to acknowledge receipt of the petition submitted by Edward Delgado regarding Trust Land Distribution, seconded by Fawn Billie. Motion carried unanimously. (2) Motion by Tehassi Hill to send the verified petition to the Law, Finance, Legislative Reference, and Direct Report Offices' for legal financial, legislative, and administrative analyses, seconded by Trish King. Motion carried unanimously. (3) Motion by Tehassi Hill to direct the Law, Finance, and Legislative Reference Office to submit their analyses to the Tribal Secretary within sixty (60) days with a progress report to be submitted within forty-five (45) days, seconded by Fawn Billie. Motion carried unanimously. (4) Motion by Tehassi Hill to direct the Direct Report Offices to submit administrative analyses to Tribal Secretary within thirty (30) days, seconded by Fawn Billie. Motion carried unanimously.

**B. Petitioner Frank Vandehei – Modify or eliminate E-Poll (00:44:09)****1. Accept legislative analysis**

Sponsor: David P. Jordan, Councilman/Legislative Operating Committee Chair

Motion by Lisa Summers to accept the legislative analysis, seconded by David P. Jordan. Motion carried unanimously:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa Summers, Jennifer Webster  
Not Present: Trish King

**2. Defer legal analysis for sixty (60) days**

Sponsor: Jo Anne House, Chief Counsel

Motion by Jennifer Webster to defer the legal analysis for sixty (60) days, seconded by Lisa Summers. Motion carried unanimously:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa Summers, Jennifer Webster  
Not Present: Trish King

**3. Accept financial analysis progress report**

Sponsor: Larry Barton, Chief Financial Officer

Motion by Lisa Summers to accept the financial analysis progress report, seconded by Daniel Guzman King. Motion carried unanimously:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa Summers, Jennifer Webster  
Not Present: Trish King

EXCERPT FROM SEPTEMBER 27, 2017: Motion by David P. Jordan to accept the legislative progress report, legal progress report, and financial verbal progress report, seconded by Daniel Guzman King. Motion carried unanimously.

EXCERPT FROM JULY 27, 2017: (1) Motion by Tehassi Hill to acknowledge receipt of the petition submitted Frank Vandehei regarding the E-Poll process, seconded by David Jordan. Motion carried unanimously. (2) Motion by Tehassi Hill to send the verified petition to the Law, Finance, Legislative Reference, and Direct Report Offices' for legal financial, legislative, and administrative analyses, seconded by Fawn Billie. Motion carried unanimously. (3) Motion by Tehassi Hill to direct the Law, Finance, and Legislative Reference Office to submit their analyses to the Tribal Secretary within sixty (60) days with a progress report to be submitted within forty-five (45) days, seconded by David Jordan. Motion carried unanimously. (4) Motion by Tehassi Hill to direct the Direct Report Offices to submit administrative analyses to Tribal Secretary within thirty (30) days, seconded by David Jordan. Motion carried unanimously.

**DRAFT****C. Petitioner Linda Dallas – 2017 Tri-Annual General Election (00:45:31)****1. Accept legislative analysis**

Sponsor: David P. Jordan, Councilman/Legislative Operating Committee Chair

Motion by Lisa Summers to accept the legislative analysis, seconded by David P. Jordan. Motion carried unanimously:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa Summers, Jennifer Webster

Not Present: Trish King

*EXCERPT FROM SEPTEMBER 27, 2017: Motion by Lisa Summers to accept the legislative progress report, and financial analysis, seconded by David P. Jordan. Motion carried unanimously.*

*EXCERPT FROM SEPTEMBER 9, 2017: Motion by Lisa Summers to accept the legal opinion regarding Petitioner Linda Dallas – 2017 Tri-Annual Election, seconded by Kirby Metoxen. Motion carried unanimously.*

*EXCERPT FROM JULY 27, 2017: (1) Motion by Brandon Stevens to acknowledge receipt of the petition submitted by Linda Dallas regarding the 2017 Tri-Annual Election, seconded by Trish King. Motion carried unanimously. (2) Motion by Trish King to send the verified petition to the Law, Finance, Legislative Reference, and Direct Report Offices' for legal financial, legislative, and administrative analyses, seconded by Tehassi Hill. Motion carried unanimously. (3) Motion by Tehassi Hill to direct the Law, Finance, and Legislative Reference Office to submit their analyses to the Tribal Secretary within sixty (60) days with a progress report to be submitted within forty-five (45) days, seconded by Fawn Billie. Motion carried unanimously. (4) Motion by Tehassi Hill to direct the Direct Report Offices to submit administrative analyses to Tribal Secretary within thirty (30) days, seconded by Brandon Stevens. Motion carried unanimously.*

**D. Petitioner Brad Graham – 2017 Tri-Annual General Election (00:46:00)****1. Accept legislative analysis**

Sponsor: David P. Jordan, Councilman/Legislative Operating Committee Chair

Motion by Kirby Metoxen to accept the legislative analysis, seconded by Lisa Summers. Motion carried unanimously:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa Summers, Jennifer Webster

Not Present: Trish King

**2. Accept financial analysis**

Sponsor: Larry Barton, Chief Financial Officer

Motion by Lisa Summers to accept financial analysis, seconded by David P. Jordan. Motion carried unanimously:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa Summers, Jennifer Webster

Not Present: Trish King

*EXCERPT SEPTEMBER 27, 2017: (1) Motion by David P. Jordan to accept the legal analysis and supplemental materials, seconded by Brandon Stevens. Motion carried unanimously. (2) Amendment to the main motion by Lisa Summers to request the Secretary to schedule a special Business Committee work session as soon as possible to go over the agenda for these items so that we can put the packet together and formulate what will be*

**DRAFT**

*presented to General Tribal Council, seconded by Jennifer Webster. Motion carried unanimously.*

*EXCERPT FROM AUGUST 17, 2017: Motion by Kirby Metoxen to acknowledge receipt of the petition submitted by Brad Graham regarding the 2017 Tri-Annual General Election; to send the verified petition to the Law, Finance, Legislative Reference, and Direct Report Offices for legal, financial, legislative, and administrative analyses; to direct the Law, Finance, and Legislative Reference Offices to submit their analyses to the Tribal Secretary within sixty (60) days with a progress report to be submitted within forty-five (45) days; and to direct the Direct Report Offices to submit administrative analyses to Tribal Secretary within thirty (30) days, seconded by Lisa Summers. Motion carried unanimously.*

**E. Schedule special GTC meeting on Tuesday, January 16, 2018, at 6:00 p.m. (00:47:03)**

Sponsor: Lisa Summers, Secretary

Motion by Jennifer Webster to schedule a special GTC meeting on Tuesday, January 16, 2018, at 6:00 p.m., seconded by Lisa Summers. Motion carried unanimously:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa Summers, Jennifer Webster

Not Present: Trish King

**XII. EXECUTIVE SESSION****A. REPORTS****1. Accept Chief Counsel report – Jo Anne House, Chief Counsel (00:49:77)**

Motion by Lisa Summers to accept the Chief Counsel report, seconded by David P. Jordan. Motion carried unanimously:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa Summers, Jennifer Webster

Not Present: Trish King

**a. Approve Purchase Order increase – No. JSC-16625-17-PO for Hansen Reynolds LLC. contract – file # 2017-0378 (00:49:49)**

Motion by Lisa Summers to approve the Purchase Order increase – No. JSC-16625-17-PO for Hansen Reynolds LLC. contract – file # 2017-0378, seconded by Jennifer Webster. Motion carried unanimously:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa Summers, Jennifer Webster

Not Present: Trish King

**B. STANDING ITEMS****1. Land Claims Strategy (00:50:30)**

Motion by Lisa Summers to accept this item as information; and to defer the discussion to the November OBC work session, seconded by David P. Jordan. Motion carried unanimously:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa Summers, Jennifer Webster

Not Present: Trish King

**DRAFT**

Motion by Lisa Summers to direct to the Law Office to assist the Chair's Office with recommended correspondence, seconded by David P. Jordan. Motion carried unanimously:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Brandon Stevens,  
Ernie Stevens III, Lisa Summers, Jennifer Webster  
Not Present: Trish King

**C. NEW BUSINESS****1. Approve two (2) requested actions regarding TIP Strategies, INC. Economic Development Strategic Plan contract – file # 2017-1154 (00:51:06)**

Requestor: Troy Parr, Division Director/Community & Economic Development  
Sponsor: Trish King, Treasurer

Motion by Jennifer Webster to approve the TIP Strategies, INC. Economic Development Strategic Plan contract – file # 2017-1154, seconded by Lisa Summers. Motion carried unanimously:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Brandon Stevens,  
Ernie Stevens III, Lisa Summers, Jennifer Webster  
Not Present: Trish King

Motion by Lisa Summers to direct the funding for the contract be acquired in accordance with BC resolution # 09-28-16-B, seconded by Jennifer Webster. Motion carried unanimously:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Brandon Stevens,  
Ernie Stevens III, Lisa Summers, Jennifer Webster  
Not Present: Trish King

**2. Approve limited waiver of sovereign immunity – Election Systems & Software LLC. – file # 2017-1114 (00:51:53)**

Sponsor: Tehassi Hill, Chairman

Motion by Jennifer Webster to approve the limited waiver of sovereign immunity – Election Systems & Software LLC. – file # 2017-1114, seconded by David P. Jordan. Motion carried unanimously:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Brandon Stevens,  
Ernie Stevens III, Lisa Summers, Jennifer Webster  
Not Present: Trish King

**3. Review request regarding Blue Skies Foundation and Freedom House Golf Outing**

Sponsor: Tehassi Hill, Chairman (00:53:13)

Motion by Jennifer Webster to defer the request to the Chair's Office for the appropriate follow-up, seconded by David P. Jordan. Motion carried unanimously:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Brandon Stevens,  
Ernie Stevens III, Lisa Summers, Jennifer Webster  
Not Present: Trish King

Motion by Jennifer Webster to forward the discussion regarding donations/sponsorships from the Nation's vendors to the Finance Committee for the development of a standard process, seconded by Lisa Summers. Motion carried unanimously:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Brandon Stevens,  
Ernie Stevens III, Lisa Summers, Jennifer Webster  
Not Present: Trish King

**DRAFT****4. Review concern # 2017-CRPT05-01 (00:53:04)**

Sponsor: Lisa Summers, Secretary

Motion by Lisa Summers to accept complaint 2017-CRPT05-01 as information, noting it has been resolved, seconded by David P. Jordan. Motion carried unanimously:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa Summers, Jennifer Webster

Not Present: Trish King

**5. Review concern # 2017-CRPT02-01**

Sponsor: Daniel Guzman King, Councilman

Motion by Lisa Summers to defer this item until 3:30 p.m. today, seconded by Kirby Metoxen. Motion carried unanimously: (00:53:33)

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa Summers, Jennifer Webster

Not Present: Trish King

Motion by Lisa Summers to recess at 10:30 a.m. until 3:30 p.m., seconded by David P. Jordan. Motion carried unanimously: (00:57:04)

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa Summers, Jennifer Webster

Not Present: Trish King

*Meeting called to order by Chairman Tehassi Hill at 4:48 p.m.*

*Vice-Chairman Brandon Stevens and Treasurer Trish King not present.*

Motion by Lisa Summers to defer concern # 2017- CRPT02-01 to the special Business Committee meeting on October 13, 2017, seconded by David P. Jordan. Motion carried unanimously: (00:57:10)

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens III, Lisa Summers, Jennifer Webster

Not Present: Trish King, Brandon Stevens

**6. Review concern # 2017-DR06-09 (00:52:24)**

Sponsor: Lisa Summers, Secretary

Motion by Lisa Summers to deem complaint # 2017-DR06-09 as having no merit in accordance with the Business Committee's SOP for the Complaint Process for Direct Reports, noting the complainant did not submit additional information or provide verbal additional information as requested, seconded by Kirby Metoxen. Motion carried unanimously:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa Summers, Jennifer Webster

Not Present: Trish King

**7. Approve limited waiver of sovereign immunity – VitalSmarts Trainer Agreement – file # 2017-1219 (00:55:07)**

Sponsor: Geraldine Danforth, Area Manager/Human Resources

Motion by Lisa Summers to approve the limited waiver of sovereign immunity – VitalSmarts Trainer Agreement – file # 2017-1219, seconded by Jennifer Webster. Motion carried unanimously:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa Summers, Jennifer Webster

Not Present: Trish King

**DRAFT**

Motion by Lisa Summers to go into executive session at 9:27 a.m., seconded by Jennifer Webster.

Motion carried unanimously:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa Summers, Jennifer Webster

Not Present: Trish King

Motion by Lisa Summers to come out of executive session at 10:30 a.m., seconded by David P. Jordan.

Motion carried unanimously:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa Summers, Jennifer Webster

Not Present: Trish King

**8. Discuss Oneida Airport Hotel Corporation Strategy (00:56:30)**

Sponsor: Tehassi Hill, Chairman

Motion by Lisa Summers to approve the correspondence dated October 11, 2017, seconded by Ernie Stevens III. Motion carried unanimously:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa Summers, Jennifer Webster

Not Present: Trish King

**XIII. ADJOURN**

Motion by Lisa Summers to adjourn at 4:49 p.m., seconded by Ernest Stevens III. Motion carried unanimously:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa Summers, Jennifer Webster

Not Present: Trish King

Minutes prepared by Heather Heuer, Information Management Specialist

Minutes approved as presented on \_\_\_\_\_.

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Lisa Summers, Secretary  
ONEIDA BUSINESS COMMITTEE

### Oneida Business Committee Agenda Request

1. Meeting Date Requested: 10 / 25 / 17

**2. General Information:**

Session:  Open  Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

Approve October 13, 2017, special meeting minutes

**3. Supporting Materials**

Report  Resolution  Contract

Other:

1. <input type="text" value="October 13, 2017, special meeting minutes"/>	3. <input type="text"/>
2. <input type="text"/>	4. <input type="text"/>

Business Committee signature required

**4. Budget Information**

Budgeted - Tribal Contribution  Budgeted - Grant Funded  Unbudgeted

**5. Submission**

Authorized Sponsor / Liaison:

Primary Requestor/Submitter: Submitted by: Heather Heuer, Info. Mgmt. Spec./BC Support Office  
Your Name, Title / Dept. or Tribal Member

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.



**DRAFT****Oneida Business Committee**

**Special Meeting**  
**8:15 a.m. Friday, October 13, 2017**  
**BC Conference Room, 2<sup>nd</sup> floor, Norbert Hill Center**

**Minutes - DRAFT****SPECIAL MEETING**

**Present:** Chairman Tehassi Hill, Treasurer Trish King, Secretary Lisa Summers, Council members: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens III, Jennifer Webster;

**Not Present:** Vice-Chairman Brandon Stevens;

**Arrived at:** ;

**Others present:** Jo Anne House, Heather Heuer, Larry Barton, Lisa Liggins;

**I. CALL TO ORDER AND ROLL CALL** by Chairman Tehassi Hill at 8:25 a.m.

**II. OPENING** by Chairman Tehassi Hill

For the record: Vice-Chairman Brandon Stevens is excused for the afternoon session for approved travel to attend the Haskell Board of Regents Fall meeting in Lawrence, KS.

**III. ADOPT THE AGENDA (00:04:10)**

Motion by Lisa Summers to adopt the agenda with the following change: [Add-on Executive Session – Unfinished Business item V.A.01. Review complaint # 2017-CRPT02-01], seconded by Jennifer Webster.

Motion carried unanimously:

Ayes: Daniel Guzman King, David P. Jordan, Trish King, Kirby Metoxen, Ernie Stevens III, Lisa Summers, Jennifer Webster

Not Present: Brandon Stevens

**IV. GENERAL TRIBAL COUNCIL** *(To obtain a copy of Members Only materials, visit the BC Support Office, 2nd floor, Norbert Hill Center and present Tribal I.D. card or go to <https://goo.gl/uLp2jE>)*

**A. Approve November 12, 2017, special GTC meeting materials (00:04:48)**

Sponsor: Lisa Summers, Tribal Secretary

Motion by Lisa Summers to approve the November 12, 2017, special GTC meeting materials with the following changes: [Combine all supplemental materials into a separate packet due to printing costs; make a note on the legal review chart with a website link to where the larger sized chart can be viewed; remove images of sharpie pen, the additional ballot, and ballot machine from legal review; and note on the petition certification pages the limitations on actions that can be taken in accordance with Election Law], seconded by Jennifer Webster. Motion carried unanimously:

Ayes: Daniel Guzman King, David P. Jordan, Trish King, Kirby Metoxen, Ernie Stevens III, Lisa Summers, Jennifer Webster



**DRAFT**

Not Present: Brandon Stevens

Motion by Lisa Summers to go into executive session at 8:51 a.m., seconded by Ernest Stevens III.

Motion carried unanimously:

Ayes: Daniel Guzman King, David P. Jordan, Trish King, Kirby Metoxen, Ernie Stevens III, Lisa Summers, Jennifer Webster

Not Present: Brandon Stevens

Motion by Lisa Summers to come out of executive session at 9:54 a.m., seconded by Trish King. Motion carried unanimously:

Ayes: Daniel Guzman King, David P. Jordan, Trish King, Kirby Metoxen, Ernie Stevens III, Lisa Summers, Jennifer Webster

Not Present: Brandon Stevens

**V. EXECUTIVE SESSION****A. UNFINISHED BUSINESS****1. Review complaint # 2017-CRPT02-01 (00:26:01)**

Sponsor: Daniel Guzman King, Councilman

Motion by Lisa Summers to enact Article 7, Section C of the Oneida Airport Hotel Corporation Charter as discussed today, noting the Chairman will send the correspondence to the affected Board Members, seconded by Kirby Metoxen. Motion carried unanimously:

Ayes: Daniel Guzman King, David P. Jordan, Trish King, Kirby Metoxen, Ernie Stevens III, Lisa Summers, Jennifer Webster

Not Present: Brandon Stevens

Motion by Lisa Summers for the Liaisons of the Airport Hotel Corporation Board to communicate with them the action taken by the Business Committee today, seconded by Jennifer Webster. Motion carried unanimously:

Ayes: Daniel Guzman King, David P. Jordan, Trish King, Kirby Metoxen, Ernie Stevens III, Lisa Summers, Jennifer Webster

Not Present: Brandon Stevens

Motion by Lisa Summers to post the new vacancy for the Oneida Airport Hotel Corporation Board in accordance with their Charter, seconded by Kirby Metoxen. Motion carried unanimously:

Ayes: Daniel Guzman King, David P. Jordan, Trish King, Kirby Metoxen, Ernie Stevens III, Lisa Summers, Jennifer Webster

Not Present: Brandon Stevens

*EXCERPT FROM OCTOBER 11, 2017: Motion by Lisa Summers to defer concern # 2017-CRPT02-01 to the special Business Committee meeting on October 13, 2017, seconded by David P. Jordan. Motion carried unanimously.*

***DRAFT***

**VI. ADJOURN**

Motion by David P. Jordan to adjourn at 9:56 a.m., seconded by Lisa Summers. Motion carried unanimously:

Ayes:	Daniel Guzman King, David P. Jordan, Trish King, Kirby Metoxen, Ernie Stevens III, Lisa Summers, Jennifer Webster
Not Present:	Brandon Stevens

Minutes prepared by Heather Heuer, Information Management Specialist  
Minutes approved as presented on \_\_\_\_\_.

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Lisa Summers, Secretary  
ONEIDA BUSINESS COMMITTEE

### Oneida Business Committee Agenda Request

1. Meeting Date Requested: 10 / 25 / 17

2. General Information:

Session:  Open  Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

Approval and adoption of a resolution that authorizes and supports the submission of the Zero Suicide Initiative Grant application to the U.S. Department of Health and Human Services, Indian Health Services, Division of Behavioral Health, Office of Clinical and Preventive Services.

3. Supporting Materials

Report  Resolution  Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution  Budgeted - Grant Funded  Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor/Submitter:   
Your Name, Title / Dept. or Tribal Member

Additional Requestor:   
Name, Title / Dept.

Additional Requestor:   
Name, Title / Dept.

## Oneida Business Committee Agenda Request

### 6. Cover Memo:

Describe the purpose, background/history, and action requested:

The U.S. Department of Health and Human Services requires an approved, signed resolution by the Governing Body as part of the grant application process.

- 1) Save a copy of this form for your records.
- 2) Print this form as a \*.pdf *OR* print and scan this form in as \*.pdf.
- 3) E-mail this form and all supporting materials in a **SINGLE** \*.pdf file to: [BC\\_Agenda\\_Requests@oneidanation.org](mailto:BC_Agenda_Requests@oneidanation.org)

# Oneida Nation

Post Office Box 365

Phone: (920)869-2214

Oneida, WI 54155



## BC Resolution # \_ - - - - Zero Suicide Initiative

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**WHEREAS,** the Oneida Nation is a federally recognized Indian government and a treaty tribe recognized by the laws of the United States of America; and

**WHEREAS,** the Oneida General Tribal Council is the governing body of the Oneida Nation; 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 Nation has determined that the overall goal of the Oneida Nation is to protect, maintain, and improve the standard of living and the environment in which the Oneida people live; and

**WHEREAS,** the Oneida Nation recognizes the need to address the issue of suicide, suicide attempts and suicide ideation among tribal youth and community members; and

**WHEREAS,** the prevalence and impact of suicide and suicide related behaviors is overwhelmingly high and undeniably problematic; and

**WHEREAS,** the Oneida Nation understands there is a need to develop and implement a Zero Suicide Initiative to create a healthy and empowered community through providing culturally-based, trauma-informed prevention for youth suicide and substance abuse; and

**WHEREAS,** utilizing the Oneida Nation Core Values as guiding principles, the Zero Suicide team will work with tribal leaders and departments to develop and implement a coordinated approach to providing social services to our community member's; and

**WHEREAS,** the Oneida Behavioral Health Department was created "to empower individuals and families within the Oneida community to restore harmony in mind, body, and spirit through culturally inspired interventions for the next seven generations; and

**WHEREAS,** the Oneida Nation believes that our community will be strengthened by providing critically needed services and programming which will have a positive impact on our families, elders, and youth; and

**NOW THEREFORE BE IT RESOLVED,** that the Oneida Nation authorizes and supports the submission of a Zero Suicide Initiative Grant Application to the U.S. Department of Health and Human Services/Indian Health Services in the amount of \$400,000.

### Oneida Business Committee Agenda Request

1. Meeting Date Requested: 10 / 25 / 17

**2. General Information:**

Session:  Open  Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

approval of the Transamerica Trust Agreement for the Oneida Nation Enterprise 401(k) Plan and Oneida Nation Governmental 401(k) Plan that appoints State Street Bank and Trust (SSBT) as Trustee for the plan(s).

**3. Supporting Materials**

Report  Resolution  Contract

Other:

1.

3.

2.

4.

Business Committee signature required

**4. Budget Information**

Budgeted - Tribal Contribution  Budgeted - Grant Funded  Unbudgeted

**5. Submission**

Authorized Sponsor / Liaison:

Primary Requestor/Submitter: Denise Vigue, Exec. Asst. to the CFO /Finance Administration  
Your Name, Title / Dept. or Tribal Member

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.

### Oneida Business Committee Agenda Request

**6. Cover Memo:**

Describe the purpose, background/history, and action requested:

Per the Legal Review, OBC approval is needed before executing this agreement.

- 1) Save a copy of this form for your records.
- 2) Print this form as a \*.pdf *OR* print and scan this form in as \*.pdf.
- 3) E-mail this form and all supporting materials in a **SINGLE** \*.pdf file to: [BC\\_Agenda\\_Requests@oneidanation.org](mailto:BC_Agenda_Requests@oneidanation.org)

# ONEIDA LAW OFFICE

*CONFIDENTIAL: ATTORNEY/CLIENT WORK PRODUCT*

TO: Terry A. Cornelius  
Finance Department

*Use this number on future correspondence:*

FROM: James R. Bittorf, Deputy Chief Counsel



**2017-1250**

DATE: October 16, 2017

RE: State Street Bank and Trust Company-Trust Agreement

<del>Purchasing Department Use</del>
<del>Contract Approved</del>
<del>Contract Not Approved</del>
<del>(see attached explanation)</del>

*If you have any questions or comments regarding this review, please call 869-4327.*

The attached agreement, contract, policy and/or guaranty has been reviewed by the Oneida Law Office for legal content only. Please note the following:

- ✓ The document is in appropriate legal form. *(Execution is a management decision.)*
- ✓ Requires Business Committee approval prior to execution.



**Oneida Law**

---

**From:** Terry A. Cornelius  
**Sent:** Thursday, October 12, 2017 11:24 AM  
**To:** Oneida Law  
**Cc:** Denise J. Vigue; Lawrence E. Barton; Joshua C. Cottrell  
**Subject:** supporting documentation for Transamerica platform change

Below is an explanation for need of the Trust agreement. There is also a corporate resolution, which was not applicable to us. I will work on rewording that resolution to a form more compatible through Transamerica and Yoder&Langford.

**State Street Bank and Trust Company Trust Agreement:** The Trust Agreement offered by Transamerica is a trust agreement that appoints State Street Bank & Trust (SSBT) as the trustee for the plan and details the agreement between the plan sponsor and SSBT. A Trust Agreement is required for accounts offering mutual funds and/or collective trust funds. The document outlines the procedures and policies under the Trust and the responsibilities of the Trustee.

If State Street Bank & Trust Company (SSBT) is appointed as trustee, the SSBT directed trust agreement must be used. SSBT acts as a passive or directed trustee, and many of the trustee responsibilities have been assigned by SSBT to Transamerica through a servicing agent agreement.

**Corporate Resolution:** This document is required when State Street Bank & Trust (SSBT) is appointed as the Trustee for the plan. It should be on client letterhead and is required to contain the following information: (1) accept resignation of current trustee(s), (2) appoint State Street as new trustee, (3) appoint Transamerica as the new provider, (4) appoint individuals to serve as members of the retirement plan committee, (5) appoint individuals authorized to sign documents necessary to complete transactions (i.e., withdrawals, loans, election changes, distribution requests, etc.), and (6) appoint individuals authorized to sign the trust agreement and plan documents. If it's not possible to obtain a Corporate Resolution prior to the asset transfer date, then a letter or other form of official authorization is acceptable.

Terry A. Cornelius  
Oneida Nation Finance Department  
PO Box 365  
Oneida, WI 54155

(O): 920-869-4410  
(C): 920-737-4410  
(F): 920-869-4393

# Trust Agreement

**Please note that this Trust Agreement is a proprietary document of State Street Bank and Trust Company (“SSBT”), which is offered for use solely by clients of Transamerica Retirement Solutions, LLC and its affiliated companies (“TRS”). Trustee services are provided by SSBT as a directed trustee under this document to clients of TRS free of charge due to TRS's unique business relationship with SSBT.**

**Please note that this Trust Agreement may not be modified or altered in any way. Also note there is no obligation to appoint SSBT as plan trustee; a different trustee may be appointed at your discretion.**

**We would be glad to answer any questions you or your legal counsel may have regarding the Trust Agreement's provisions.**

# **TRUST AGREEMENT**

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## TRUST AGREEMENT

**THIS TRUST AGREEMENT (this “Trust Agreement”)**, between Oneida Nation (the “Employer”), and State Street Bank and Trust Company (the “Trustee”) is effective January 1, 2018. This Trust Agreement is applicable to the following plan or plans, sponsored by the Employer. Such plan or plans will be referred to collectively as “Plan” throughout this Trust Agreement, and will mean each plan referenced below, or any one, all or any combination of the plans, or the applicable plan, whichever meaning is appropriate to the section of this Trust Agreement.

<u>Account Number</u>	<u>Plan Name</u>
QK63094	Oneida Nation Enterprise 401(k) Plan
QK63095	Oneida Nation Governmental 401(k) Plan

### WITNESSETH:

**WHEREAS**, the Employer has duly established the Oneida Nation Enterprise 401(k) Plan and Oneida Nation Governmental 401(k) Plan, for certain of its employees and the employees of other adopting employers, if so provided in the Plan, and wishes to establish a trust (the “Trust”) to be administered by the Trustee, to which Trust contributions are to be made from time to time by the Employer and the other adopting employers, to be used for the exclusive benefit of its employees and their successors in interest in accordance with the provisions of the Plan and as set forth below;

**WHEREAS**, Transamerica Retirement Solutions, LLC (TRS) or any successor thereto has been selected by the Employer to provide administrative and recordkeeping services for the Plan pursuant to a written service agreement between Transamerica and the Employer or the Plan Administrator; and

**WHEREAS**, the Trustee is willing to serve as a directed trustee and to hold and administer such money and other property that is deposited to the Trust pursuant to the terms of this Trust Agreement;

**NOW, THEREFORE**, the Employer and the Trustee agree as follows:

### ARTICLE I ESTABLISHMENT

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1.1 Establishment of Trust. The Employer hereby establishes the Trust to hold assets of the Plan qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended (“Code”). If the Plan is not qualified, the Trust will not be made available to the Employer, and if the Plan subsequently ceases at any time and for any reason to be qualified, the Trust will not remain available to the Employer. All deposits to the Plan must be made to the Trust, and all assets of the Plan must be held under the Trust, with the exception of Plan assets held in trust by a Trustee other than State Street Bank and Trust Company.

The Trustee, by executing this Trust Agreement, accepts the Trust and agrees to administer the Trust as provided in this Agreement.

1.2 Plan Qualification. The Employer, by executing this Trust Agreement, represents that the Plan is a qualified plan under Section 401(a) of the Code, and agrees to notify the Trustee if it has reason to believe the Plan has ceased or will cease to be so qualified. The Trustee will have no liability or responsibility for the validity, legal effect or tax qualification of the Plan.

### ARTICLE II ADMINISTRATION OF TRUST FUND

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2.1 General Administration. The Trust shall be administered by the Trustee for the exclusive purposes of providing benefits to Participants and their successors in interest and shall be administered in accordance with all applicable laws and regulations including without limitation the Employee Retirement Income Security Act of 1974 (“ERISA”), and this Agreement. The Trustee, by executing this Agreement, agrees to be bound by its terms. The Employer hereby agrees to provide a copy of the Plan document to the Trustee, to notify the Trustee of any amendment to the Plan and to provide promptly a copy of such amendment to the Trustee.

- 2.2 Contributions to Trust. The Trustee will, subject to prior review and approval, accept such contributions of cash or Employer Securities as defined by Code Section 409(1) made by or on behalf of Participants as it receives from time to time from the Employer, and such assets as may be transferred by the Plan Administrator, Participants or by the trustee or custodian of another qualified plan or individual retirement account, if the Plan Administrator has certified that such transfer is in accordance with the Plan.

Pursuant to the Department of Labor Field Assistance Bulletin 2008-1, the Trustee is a directed trustee. As such, it will have no power over or responsibility for determining the time for making or the amount of any contribution to the Trust. Nor will the Trustee have any power over or responsibility for enforcing the collection of any delinquent contributions unless the Named Fiduciary directs it to do so. In that event, the Trustee will follow the direction of the Named Fiduciary in collecting delinquent contributions so long as the directions are proper, made in accordance with this Agreement and are not contrary to ERISA. If the Trustee knows that the Named Fiduciary has not assumed the responsibility for providing proper directions to the Trustee and also knows that delinquent contributions are going uncollected, then the Trustee will take appropriate steps to remedy the situation. The Trustee will have no power over or responsibility for determining that contributions satisfy any applicable requirement of the Plan or law, including, but not limited to, the minimum contribution requirements of Code Sections 412, 416 and 430. The Trustee will have no power over or responsibility for determining whether the amount of any contribution (or the portion of such contribution allocated to the account(s) of a Participant) is within any applicable limit, including, but not limited to, the limits imposed by Code Sections 401(k) and (m), 402(g), 404 and 415. The responsibilities described in this paragraph shall be those of the Employer, Named Fiduciary or Plan Administrator, whoever submits the contribution or transfer to the plan. The contribution or transfer of any amount to the Trustee hereunder constitutes a certification by the Employer and the Plan Administrator that such contribution or transfer is in accordance with the Plan.

The Employer represents and warrants that it is a "Named Fiduciary" as defined in Section 402(a)(2) of ERISA, or has properly delegated the responsibility of such role to another Named Fiduciary, or that the Plan or this Agreement has named another Named Fiduciary (other than the Trustee). Whichever party is the Named Fiduciary shall be responsible for determining the amount, correctness and timing for making contributions and for directing the Trustee to collect delinquent contributions, loan repayments and other amounts required to be made to the Trust.

- 2.3 Accounts. The Trustee will maintain such accounts or funds as are necessary for the Trustee to carry out its responsibilities under the Trust; and the Trustee will make credits to or charges against such accounts or funds as directed. The Trustee will not maintain records of individual Participant's accounts.
- 2.4 Distributions from Trust. The Trustee shall pay benefits, fees and/or dividends paid on Employer Securities, if any, from the Trust only upon receipt of written direction from Transamerica Retirement Solutions, LLC ("TRS") or any successor thereto.

TRS will provide such direction to the Trustee based on the written direction it receives from the Plan Administrator or a third party administrator or other entity, if authorized by the Plan Administrator. The Trustee shall rely on directions from TRS and shall be under no duty to ascertain whether the directions are in accordance with the Plan.

Upon receipt of written direction as described above certifying that an amount is payable under the Plan, TRS will give direction to the Trustee who will promptly pay such amount in accordance with the notice and will be fully protected in so doing. The notice to TRS will include all information necessary to enable TRS to direct the Trustee to make such payment, including income tax withholding instructions and the account or accounts or investment fund or funds to be charged with such payments. The Plan Administrator's giving of a payment notice constitutes a certification to the Trustee and TRS that such payment is in accordance with the Plan, that the Plan Administrator has provided the Participant any and all notices and explanations required by law and that the Plan Administrator has properly obtained any waivers or consents of the Participant, the Participant's spouse or other distributee required by law. The Trustee will have no responsibility for the application of any payments made by it, for determining the rights or benefits of any person in the Trust or under the Plan, for the administration of the Plan, or for the adequacy of the Trust to meet all liabilities arising under the Plan. The Trustee shall have no responsibility for calculating or determining any amount to be distributed to a Participant and/or for compliance with any applicable requirements for distribution.

**ARTICLE III  
INVESTMENT DIRECTION**

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- 3.1 Directed Trustee. The Trustee shall act only as a directed Trustee and shall exercise no discretion over the investment or distribution of the Trust. The Trustee shall invest and reinvest the Trust, without distinction between principal and income, in accordance with investment directions, as provided in this Article. The Trustee will have no responsibility to question such instructions or directions and will have no responsibility or liability for compliance with any applicable requirements concerning Plan investments under the Plan or ERISA or for any loss or decrease in value which results from the choice of investments for the Trust. Whenever the Trustee is permitted or required to act upon instructions or directions of the Named Fiduciary, Plan Administrator, or Participant, the Trustee will have no responsibility or liability for any action taken or omitted by the Trustee in reliance on such instructions or directions. Notwithstanding the foregoing, the Employer shall ensure that any investments of Plan assets in Employer Securities are made in accordance with the Plan and applicable law.

It is understood and agreed by the parties that although the Trustee will perform certain ministerial and custodial duties with respect to the assets held in Trust, such duties will be performed by officers and other employees of the Trustee or by such other person or persons with whom the Trustee has contracted to perform services for it, all of whom may be unfamiliar with investment management, and that such duties will not include the exercise of any discretionary authority or other authority to manage and control assets comprising the Trust.

It is also understood that for administrative purposes the Employer will execute all documents relating to the investment of Plan assets in any vehicle sponsored by or made available through TRS and its affiliates.

The Employer or any person authorized to act on behalf of the Employer shall execute any document with respect to any investment vehicle, account, fund or product approved by the Employer or its authorized person as an investment option under the Plan and made available by or through TRS. Any such investment option shall be held under the Trust unless the Trustee or TRS notifies the Employer or its authorized person that such investment option is not permitted to be held under the Trust.

- 3.2 Named Fiduciary-Investment Direction. Subject to Sections 3.3 and 3.4, the Trustee is authorized to take investment instructions from TRS and TRS will provide investment instructions to the Trustee based on the written direction it receives from the Plan's Named Fiduciary or any person authorized to act on behalf of the Named Fiduciary. The Employer will certify to TRS the identity of any person authorized to act on behalf of the Plan and will provide specimen signatures of such person(s). The Trustee and TRS may assume that the authority of such person or persons continues unless otherwise notified in writing.
- 3.3 Participant-Investment Direction. If the Plan permits Participants to direct the investment of some or all of their Plan accounts, the Trustee will invest the Trust pursuant to the Participant's investment directions as communicated to it by TRS. Each Participant shall convey investment instructions to the Plan Administrator and the Plan Administrator shall transmit those instructions, in writing (or such other method as TRS and the Plan Administrator may agree in a separate written agreement), promptly to TRS. TRS will then provide such investment instructions to the Trustee.

Each Participant who has established a Schwab Personal Choice Retirement Account® ("PCRA") and completed a Limited Power of Attorney ("LPOA") is authorized by the Trustee to relay trading instructions directly to Charles Schwab & Co., Inc. ("Schwab"). The Trustee or its agent may, in accordance with the LPOA, revoke the LPOA at any time by giving written notice to Schwab and reserves the right under certain circumstances to provide written direction to Schwab to liquidate a Participant's PCRA assets for transfer to TRS on behalf of such Participant.

- 3.4 Short-Term Holdings Pending Instructions. In the event the Trustee fails to receive proper direction with respect to the investment of any contribution made to the Plan, the Trustee may hold such assets without liability for interest for a reasonable length of time from the date of receipt; and, then, if proper instructions have still not been received, the Trustee shall invest such contribution in a short-term investment fund. The Trustee may also hold assets awaiting distribution from the Plan for a reasonable length of time without liability for interest.

The Trustee does not retain any float income; the handling of float income that may be retained by TRS is described in detail in TRS's investment documents or Pension Services Agreement, as the case may be.



**ARTICLE IV  
POWERS OF TRUSTEE**

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- 4.1 Directed Powers of the Trustee. The Trustee shall have the following powers and authority in the administration of the Trust; provided, however, that such powers and authority shall be exercised by the Trustee only upon the receipt of direction as provided in Article III:
- (a) to deal with all or any part of the Trust assets, including the power to acquire and dispose of assets;
  - (b) to hold any part of the Trust in cash for a reasonable time pending investment or distribution, without liability for interest;
  - (c) to enforce by suit or otherwise, or to waive its rights on behalf of the Trust, and to defend claims asserted against it or the Trust; however, the Trustee will not be required to institute or defend itself, the Plan or the Trust in any court or administrative proceeding unless it has first been indemnified to its satisfaction for costs and expenses;
  - (d) to compromise, adjust and settle any and all claims against or in favor of it or the Trust;
  - (e) to vote, or give proxies to vote, any stock or other security, and to waive notice of meetings; provided, however, that such rights shall be exercisable with respect to Employer Securities held as part of the Trust Fund only to the extent and in the manner set forth in the Operating Procedures;
  - (f) to oppose, or participate in and consent to the reorganization, merger, consolidation or readjustment of the finances or capitalization of any enterprise, to pay assessments and expenses in connection therewith, and to deposit securities under deposit agreements;
  - (g) to invest or reinvest principal and income of the funds belonging to the Trust in common or preferred stocks, including Employer Securities, mutual funds, bonds, or other securities, or limited partnership interests, or real or personal properties or interests therein, or any options, warrants or other instruments representing rights to receive, purchase, or subscribe for the same, or evidencing or representing any other rights or interests therein, or group annuity contracts which may include separate accounts issued by a legal reserve life insurance company or to hold any reasonable amounts of such principal or income in cash;
  - (h) to execute such deeds, leases, contracts, bills of sale, notes, proxies and other instruments in writing as shall be deemed requisite or desirable in the proper administration of the Trust Fund;
  - (i) unless otherwise provided in the Plan, to cause all or any part of the money or other property of this Trust to be commingled with the money or other property of trusts created by others by causing such assets to be invested as part of any one or more collective investment funds or group trusts maintained by fiduciaries with respect to this Plan and Trust, including the Trustee. The declaration of trust under which each such collective investment fund or group trust is established and maintained, as from time to time amended, is hereby made a part of this Trust to the same extent as if its terms were set out in full herein;
  - (j) to sell for cash, to convert, redeem or exchange for other securities or other property, to tender securities pursuant to tender offers, or otherwise to dispose of any securities or other property at any time held by the Trustee;
  - (k) to exercise any conversion privilege, subscription or other rights incident to property in the Trust and to make payments incidental thereto;
  - (l) to do all acts and things, not specified herein, which it deems advisable to carry out the Trust; and generally to exercise any of the powers of an owner with respect to all or any part of the Trust.
- 4.2 Discretionary Powers of the Trustee. The Trustee shall have the following powers and authority in the administration of the Trust to be exercised in its sole discretion:
- (a) to register or cause to be registered any securities held by it hereunder in its own name or in the name of a nominee with or without the addition of words indicating that such securities are held in a fiduciary capacity, to permit securities or other property to be held by or in the name of others, to hold any securities in bearer form and to deposit any securities or other property in a domestic depository, clearing corporation, or similar corporation;
  - (b) to make, execute, and deliver as Trustee hereunder, any and all instruments in writing necessary or proper for the accomplishment of any of the powers referred to in Section 4.1 or in this Section 4.2;
  - (c) to employ suitable agents, advisers, and counsel and to pay their reasonable expenses and compensation as expenses of the Trust;
  - (d) to contract with, as an agent of the Trustee, another person or persons, related or unrelated to the Trustee, for performance of any of the Trustee's duties hereunder, including, but not limited to, Trust recordkeeping, provided that the expenses and compensation of such person or persons shall be an expense of the Trustee, and not an expense of the Trust;
  - (e) to bring, join in, or oppose any suits or legal proceedings involving the Trust where the Trustee may be adversely affected by the outcome, individually or as trustee, or where it is advised by counsel that such action is required on its part by ERISA or other applicable law provided that the Trustee shall promptly give written notice to the Employer and offer the Employer the right to control any such action as long as such action has not been initiated by the Employer or any of its affiliates;

- (f) to receive all rents, issues, dividends, income, profits, and properties of every nature due the Trust Fund, and to hold or make distribution therefore in accordance with the terms of this Trust Agreement;
  - (g) to take any action committed to the Trustee's discretion by other provisions of this Agreement;
  - (h) generally to exercise such powers and to do such acts (exclusive of powers and acts involving investment management or otherwise committed to the discretion of the Named Fiduciary or any other party hereunder) whether or not expressly authorized, which may be considered necessary or desirable by the Trustee for the protection of the Trust.
- 4.3 Delegation. In the administration of the Trust and with respect to its duties hereunder, the Trustee may employ agents and delegate to them such duties as the Trustee shall see fit. As of the effective date of the Trust Agreement, the Trustee has appointed TRS as the agent to which it has delegated certain duties.
- 4.4 Delivery and Custody of Funds and Securities. All settlements of transactions shall be carried out through the Trustee. The Trustee shall comply with applicable law as to such custody.
- 4.5 Voting. The Trustee shall forward all proxies, shareholder information calls for redemption, offer or exchange, subscription, reorganization or other proceedings affecting securities in the Trust Fund to the individual or entity holding voting power with respect to the securities involved and shall take action in respect thereto as directed; with respect to Employer Securities, the provisions of the Plan or Operating Procedures shall determine who has such voting power.

## ARTICLE V ACCOUNTINGS

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### 5.1 Valuation and Reports.

- (a) The Trustee will keep full accounts of all its receipts, disbursements and other transactions hereunder, and, will (subject to Section 5.1(b) hereof) determine the fair market value of the assets of the Trust periodically. Within sixty days after the close of each Plan Year and at more frequent intervals as may be agreed to by the parties hereto in writing, and within sixty days after the removal or resignation of the Trustee as provided hereunder, the Trustee shall render or cause TRS to render to the Employer a report showing in reasonable summary the investments, receipts, disbursements, and other transactions engaged in during the preceding Plan Year (or such period of time during the preceding Plan Year that it was the Trustee), and setting forth the assets held in the Trust. If any assets of the Trust are invested in Employer Securities for which there is no readily ascertainable market value, the Employer shall engage an independent fiduciary to supply the Trustee with a proper valuation. For purposes of such accounts, the fiscal year of the Trust will coincide with the Plan Year.
- (b) Assets of the Trust shall be valued at their market values based on information and financial publications of general circulation, statistical and valuation services, or records of security exchanges. If any assets of the Trust are not traded with sufficient volume or frequency to be considered readily tradable on a national security market or exchange or if pricing information for such assets is not otherwise readily available, the Employer shall be responsible for engaging an independent appraiser to determine the value of such asset(s) and for providing that valuation information to the Trustee. The Trustee shall be entitled to conclusively rely upon such valuation for all purposes under this Trust Agreement and shall have no responsibility with respect to such valuation.
- (c) With the consent of the Trustee, the Plan Administrator or Employer may establish other valuation dates, and the Trustee will render to the Plan Administrator an account of the value of the Trust assets as of the current valuation date and, if requested, of its transactions hereunder since the preceding valuation date.
- (d) The Trustee's records, if any, relating to each Plan, shall be open to inspection, copying and audits at reasonable times by the Plan Administrator and TRS. No person other than the Plan Administrator will have the right to demand or receive any report or account from the Trustee. In any proceeding for a judicial settlement of any account or for instructions, the only necessary parties will be the Trustee, TRS, and the Plan Administrator.

- 5.2 Approval of Account. To the extent permissible under applicable law, the written approval of any account statement by the Plan Administrator will be final and binding upon the Employer, the Participants and all persons who now or at any time have an interest in the Trust, relating to all matters and transactions stated or shown. The failure of the Plan Administrator to notify the Trustee or its duly appointed agent within 180 days (9 ½ months for the Plan year end account statement) of the Plan Administrator's objections (if any) to the account statement after the Trustee's sending of any such account statement to the Employer will be the equivalent of written approval. If the Plan Administrator files any objections within such 180 day period (9 ½ months for the Plan year end account statement) with respect to any matters or transactions stated or shown in the account statement and the Plan Administrator and the Trustee cannot resolve the questions raised by such objections, the Trustee will have the right to have such questions settled by judicial proceedings.

**ARTICLE VI  
COMPENSATION, FEES AND TAXES**

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- 6.1 Trustee Compensation. There are currently no direct fees due the Trustee from the Plan or the Employer except with respect to certain plans which offer Employer Securities as a plan investment option. However, for all plans, the Trustee receives indirect compensation from TRS for the services provided hereunder. The Trustee reserves the right to impose and/or amend fees upon the giving of 90 days' advance written notice to the Employer. If the Trustee resigns or is removed during the 90 day notice period, such new or amended fees will not be in effect.
- 6.2 Fees. Any direct fees imposed pursuant to Section 6.1 which are incurred in the administration of the Trust may be paid directly to the Trustee by the Employer. All direct fees not so directly paid by the Employer shall be paid from the assets of the Trust.
- 6.3 Method of Payment. In order to provide for payment of any direct fees not paid directly by the Employer as provided in Section 6.2, the Trustee in its discretion may partially or fully liquidate any asset in the Trust and shall not be liable for any loss resulting from such liquidation. Any direct fees of the Trustee which are not paid from the Trust for whatever reason will be the responsibility of the Employer. Any payment out of the Trust of any of the direct fees authorized in this Article VI shall be deemed to be for the exclusive benefit of the Participants and their successors in interest.
- 6.4 Taxes.
- (a) All real and personal property taxes, income taxes and other taxes of any and all kinds in respect of the Trust or any money, income or property forming a part of the Trust, shall be paid directly from the assets of the Trust following advance written notice to the Employer, if the Employer chooses not to pay such taxes separately.
  - (b) The Trustee may assume that any taxes assessed on or in respect of the Trust are lawfully assessed unless the Plan Administrator or the Employer shall in writing advise the Trustee that in the opinion of counsel for the Employer such taxes are not lawfully assessed. If the Trustee is so advised and if requested to do so by the Plan Administrator and suitable provision for indemnity has been made, the Trustee shall contest the validity of such taxes in any manner deemed appropriate by the Plan Administrator, Employer or counsel for the Employer. The word "taxes" in this Section 6.4 shall be deemed to include any interest or penalties that may be levied or imposed in respect to any taxes assessed.
  - (c) In order to provide for payment of any taxes as provided in Section 6.4, the Trustee in its discretion may partially or fully liquidate any asset in the Trust and shall not be liable for any resulting loss. Any payment out of the Trust of any taxes authorized in this Article VI, shall be deemed to be for the exclusive benefit of the Participants and their successors in interest.

**ARTICLE VII  
RESIGNATION**

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- 7.1 Resignation or Removal of Trustee.
- (a) The Trustee may resign at any time by giving at least 90 days' written notice to the Employer, and the Employer may remove the Trustee at any time by giving at least 90 days' written notice to the Trustee; in either case, the notice period may be reduced to such shorter period as the Trustee and the Employer agree upon. The Trustee's removal or resignation will be effective upon the last day of the notice period or, if later, the acceptance of the Trust by the successor Trustee. Until the effective date of the appointment of a successor Trustee, the incumbent Trustee will have full authority and responsibility to act as Trustee hereunder.
  - (b) The Trustee shall give the Employer at least 90 days' notice of its resignation upon the occurrence of any one of the following events:
    - (i) The giving of notice of termination by either party to the Pension Services Agreement, if any, between TRS and the Employer;
    - (ii) The Employer or the Named Fiduciary directs that any Plan assets be invested in investments or investment vehicles not made available through or permitted by TRS or one of its affiliates.
  - (c) When the Trustee's resignation or removal becomes effective, the Trustee will perform all acts necessary to transfer the assets of the Trust to its successor. However, the Trustee may reserve such portion of the Trust assets as it may reasonably determine to be necessary for payment of its fees, if any, and any taxes and expenses; any balance of such reserve remaining after payment of such fees, taxes and expenses will be paid over to its successor.
  - (d) Resignation or removal of the Trustee will not terminate the Trust. In the event of any vacancy in the position of Trustee, whether by the resignation or removal of the Trustee, the Employer will appoint a successor Trustee and such appointment will become effective upon the acceptance of its office by the successor Trustee. If the Employer does

not appoint such a successor within 90 days after notice of resignation or removal is given, the Trustee may apply to a court of competent jurisdiction for such appointment. Each successor Trustee so appointed and accepting a Trusteeship hereunder will have all of the rights and powers and all of the duties and obligations of the original trustee under the provisions hereof. However, the Trustee may reserve such portion of the Trust assets as it may reasonably determine to be necessary for payment of its fees, if any, and any taxes and expenses; any balance of such reserve remaining after payment of such fees, taxes and expenses will be paid over to its successor.

- (e) No Trustee will be liable or responsible for any actions taken or not taken in the administration of the Trust before it became Trustee or after it ceases to be Trustee.

#### **ARTICLE VIII PROTECTION/LIMITATION ON LIABILITY FOR TRUSTEE**

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- 8.1 Trustee's Protection. The Trustee shall have no duty to take any action other than as specified in this Agreement, unless the Plan Administrator shall furnish it with instructions in proper form and such instructions shall have been specifically agreed to by it, or to defend or engage in any suit unless it shall have first agreed in writing to do so and shall have been fully indemnified to its satisfaction.
- 8.2 Reliance by Trustee.
- (a) The Trustee may rely upon any decision of the Plan Administrator purporting to be made pursuant to the terms of the Plan, and upon any information, statements, certifications or directions submitted by the Employer or the Plan Administrator (including statements concerning the entitlement of any Participant to benefits under the Plan or directions to make payments), and will not be bound to inquire as to the basis of any such decision or information or statements, and will incur no obligation or liability for any action taken or omitted by the Trustee in reliance thereon.
  - (b) Whenever the Trustee is permitted or required to act upon the instructions or directions of the Employer or Plan Administrator, the Trustee will be fully protected in not acting in the absence hereof.
  - (c) The Trustee may conclusively rely upon and shall be protected in acting in good faith upon any written representation or order from the Plan Administrator or any other notice, request, consent, certificate or other instrument or paper believed by the Trustee to be genuine and properly executed, or any instrument or paper if the Trustee believes the signature to be genuine.
  - (d) The Trustee may consult with legal counsel (who may or may not be counsel for the Employer) concerning any questions which may arise with respect to its rights and duties under this Trust Agreement, and will be fully protected with respect to any actions taken or omitted in good faith in accordance with the opinion of such counsel.
- 8.3 Absence of Instructions. If the Trustee receives no instructions from the Plan Administrator or the Employer in response to communications sent to the last known address as shown on the books of the Trustee, the Trustee shall make certain determinations with respect to matters that would adversely impact the tax-qualified status of the Plan and/or the Trust. If determinations so made were in order to avoid adverse tax consequences, then they shall be binding on all persons having or claiming any interest under the Plan or Trust, and the Trustee will incur no obligation or responsibility for such determinations made in good faith, or for any action taken with respect to such determinations.
- 8.4 Indemnification by the Employer and Plan Administrator.
- (a) The Employer shall indemnify and hold harmless the Trustee and its officers, directors, employees, shareholders and agents (Trustee) from and against any losses, costs, damages, or expenses, including reasonable attorneys' fees, which may be incurred or paid out by the Trustee, by reason of: (i) actions taken by the Trustee in accordance with the directions of the Employer, Plan Administrator, TRS (when TRS is acting as agent for the Employer or the Plan Administrator), or, if applicable, a Participant or successor in interest, or actions not taken in the absence of such directions; (ii) the Trustee's exercise and performance of its powers and duties hereunder, or (iii) any (alleged or actual) action or inaction on the part of the Employer or Plan Administrator, unless, with respect to (ii) and (iii) above, such losses, costs, damages, expenses are due to the Trustee's negligence, bad faith, willful misconduct, breach of this Agreement, or of applicable law.
  - (b) In addition, regardless of whether the Plan meets the requirements of Section 404(c) of ERISA and its regulations, if the Participant controls the investment of his or her account, the Employer shall indemnify and hold harmless the Trustee and its agent from and against any losses, costs, damages, or expenses, including reasonable attorneys' fees, which may be incurred or paid out by reason of actions taken in accordance with a Participant's directions or failing to act in the absence of such directions or acting or failing to act in reliance on a Participant's instructions incorrectly conveyed by the Plan Administrator.

- (c) The Employer further agrees to indemnify and hold harmless the Trustee for any losses, costs, damages, or expenses, including reasonable attorneys' fees, which may be incurred or paid out by reason of any (alleged or actual) action or inaction on the part of any predecessor or successor Trustee.
- (d) Any obligation to provide indemnification under this Agreement shall be expressly conditioned upon providing written notice to the Employer of any pending or threatened action within a reasonable time after learning of such action and offering the Employer the right to control the defense of any such action as long as the Employer or any of its affiliates did not initiate such action.

#### 8.5 Indemnification by the Trustee.

- (a) The Trustee and its officers, directors, employees, shareholders and agents shall indemnify and hold harmless the Employer and the Plan Administrator and their officers, directors, partners and employees (Employer) from and against any losses, costs, damages, or expenses, including reasonable attorney's fees, incurred or paid out by reason of the Trustee's negligence, bad faith, willful misconduct, intentional breach of this Agreement or breach of applicable law.
- (b) Any obligation to provide indemnification under this Agreement shall be expressly conditioned upon the provision of providing written notice to the Trustee of any pending or threatened action within a reasonable time after learning of such action and offering the Trustee the right to control the defense of any such action as long as the Trustee or its agent did not initiate such action.

### ARTICLE IX PROHIBITION OF DIVERSION

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#### 9.1 Prohibition of Diversion.

- (a) Except as provided in subparagraph (b), at no time prior to the satisfaction of all liabilities with respect to Participants and their successor in interest under the Plan shall any part of the corpus or income of the Trust be used for, or diverted to, purposes other than for the exclusive benefit of Participants or their successors in interest or for defraying reasonable expenses of administering the Plan.
- (b) The provisions of subparagraph (a) notwithstanding, contributions made by the Employer shall be returned to the Employer under the following conditions:
  - (i) if a contribution to the Plan (other than a multi-employer Plan) is made by mistake of fact, such contribution, adjusted for losses, not adjusted for gains, shall be returned to the Employer within one year of the payment of such contribution; and
  - (ii) contributions to the Plan are specifically conditioned upon their deductibility under the Internal Revenue Code. To the extent a deduction is disallowed for any such contribution, it shall be returned to the Employer within one year after the disallowance of the deduction, adjusted for losses, not adjusted for gains. Contributions which are not deductible in the taxable year in which made but are deductible in subsequent taxable years shall not be considered to be disallowed for purposes of this subsection.

### ARTICLE X AMENDMENT AND TERMINATION OF THE TRUST

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- 10.1 Amendment. Either the Trustee or the Employer may amend all or any part of the Agreement at any time provided, however, that any amendment shall not be effective until it has been agreed to and executed by both parties. Any such amendment may be retroactive if necessary or appropriate to qualify or maintain the Trust as a part of a plan and trust exempt from Federal income tax under Sections 401(a) and 501(a) of the Code, the provisions of ERISA, or other applicable law. No amendment shall increase the duties or liabilities of the Trustee without the Trustee's consent; and no amendment shall divert any part of the Trust to any purpose other than providing benefits to Participants and their successors in interest or defraying reasonable expenses of administering the Plan.
- 10.2 Termination of Plan. If the Plan is terminated in whole or in part, the Trustee shall distribute the Trust or any part in such manner and at such times as the Plan Administrator shall direct in writing subject to the Trustee's receipt of 90 days advance written notice. The Trust created hereunder will terminate upon the distribution or application of all the assets of the Trust.
- 10.3 Termination of Trust by Employer. The Employer may terminate the Trust at any time, subject to providing the Trustee with at least 90 days written notice. If the Trust is terminated, the Trustee shall distribute the assets as directed by the Employer. Upon distribution of all the assets under the Trust, the Trust is terminated.



**ARTICLE XI  
MISCELLANEOUS PROVISIONS**

---

- 11.1 Relationship to Plan. Unless the context of this Agreement clearly indicates otherwise, any terms used in this Agreement which are defined in the Plan shall have the same meaning as in the Plan.
- 11.2 Nonalienation. Except as otherwise required in the case of any qualified domestic relations order within the meaning of Section 414(p) of the Code or as otherwise allowed by Code Section 401(a)(13)(A) or (C), the benefits or proceeds of any allocated or unallocated portion of the assets of the Trust and any interest of any Participant or successor in interest arising out of or created by the Plan either before or after the Participant's retirement shall not be subject to execution, attachment, garnishment or other legal or judicial process whatsoever by any person, whether creditor or otherwise, claiming against such Participant or successor in interest. No Participant or successor in interest shall have the right to alienate, encumber or assign any of the payments or proceeds or any other interest arising out of or created by the Plan and any action purporting to do so shall be void. The provisions of this Section shall apply to all Participants and successors in interest regardless of their citizenship or place of residence.
- 11.3 Certification of Trust Agreement. Any person dealing with the Trustee may rely upon a copy of this Agreement and any amendments certified to be true and correct by the Trustee.
- 11.4 Not a Party to Trust. If any contract issued by an insurance company shall form a part of the Trust assets, the insurance company shall not be deemed a party to this Trust Agreement. A certification in writing by the Trustee as to the occurrence of any event contemplated by this Trust Agreement or the Plan shall be conclusive evidence thereof and the insurance company shall be protected in relying upon such certification and shall incur no liability for so doing. With respect to any action under any such contract, the insurance company may deal with the Trustee as the sole owner thereof and need not see that any action of the Trustee is authorized by this Trust Agreement or the Plan.
- 11.5 Governing Law. The construction, validity and administration of this Agreement shall be governed by the laws of the Commonwealth of Massachusetts, except to the extent that such laws have been specifically superseded by ERISA.
- 11.6 Definition of Employer. As used in the Agreement, "Employer" means: (a) the employer specified in the Agreement and (b) any other entity, maintaining the Plan, that is required to be aggregated with such employer under Code Section 414(b), (c), (m), or (o) and which has authorized such employer to act on its behalf for purposes of this Agreement. The term "Employer" shall include other adopting employers under the Plan, to the extent not inconsistent with the terms of the Plan.
- 11.7 Titles. The titles to sections of this Trust Agreement are placed herein for convenience of reference only, and the Trust Agreement is not to be construed by reference thereto.
- 11.8 Counterparts. This Trust Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute but one instrument, which may sufficiently be evidenced by any counterpart.
- 11.9 Severability. If any provision of this Trust Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions thereof, and this Trust Agreement shall be construed and enforced as if such provisions had not been included.
- 11.10 Trustee's Standard of Care. The Trustee shall discharge its fiduciary duties with respect to the Plan in accordance with the following: (a) solely in the interest of the Plan's Participants and successors in interest; and (b) with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.
- 11.11 Trustee's Acknowledgement of Fiduciary Status. Except as provided herein, the Trustee will provide its services hereunder to the Plan as a fiduciary within the meaning of ERISA Section 3(21).
- 11.12 Employer Certification Re: Other Plan Assets. The Trustee will have no responsibility for any assets of the Plan that are not held under the Trust. The Employer will promptly notify the Trustee and TRS of any Plan assets that are not held

under the Trust. Upon the Trustee’s request, the Employer shall provide a written certification to the Trustee that no Plan assets are held outside of the Trust.

- 11.13 Written Notice. Any written notice, demand, direction, or instruction given to the parties to this Agreement shall be duly given if mailed or delivered:
  - (a) to the Trustee, at State Street Bank and Trust Company, One Lincoln Street, Boston, MA 02111, Attention: Director, Trust and Custody Services, or any other address as shall be specified by the Trustee in writing; and
  - (b) to the Employer, at the address indicated on the signature page, or any other address as shall be specified by the Employer in writing.

A copy of any written notice, demand, direction, or instruction between the parties to the Agreement shall be sent to Transamerica Retirement Solutions, LLC, 440 Mamaroneck Avenue, Harrison, NY 10528, Attention: Mr. Robert J. Vetere.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the parties hereto, all on the day and year first above written.

**EMPLOYER**

By: \_\_\_\_\_

Address for receipt of notices:

Oneida Nation  
\_\_\_\_\_

N7210 Seminary Road  
\_\_\_\_\_

Oneida, WI 54155  
\_\_\_\_\_

Attn: Plan Administrator  
\_\_\_\_\_

**TRUSTEE**

By: \_\_\_\_\_

Account # QK63094-QK63095

SSBT Trust Agreement #2 Rev 6-12-14



STATE STREET.

# ERISA §408(b)(2) Report – Disclosure of Service Provider Compensation

Prepared for State Street as Directed Trustee

Mon Nov 19 09:50:12

11

The information contained in this document and any attachments have been classified as limited access and/or privileged State Street information/communication and is intended solely for the use of the named addressee(s). If you are not an intended recipient or a person responsible for delivery to an intended recipient, please notify the author and destroy this document. Any unauthorized copying, disclosure, retention or distribution of the material in this document is strictly forbidden.

Report ID: 408(b)(2) Published: Mon Nov 19 09:50:12 EST 2012

Page 1 of 3



STATE STREET

ERISA §408(b)(2) Report – Disclosure of Service Provider Compensation

State Street as Directed Trustee

Description of Reporting

Service providers must provide in writing a description of the services provided, fees received directly and indirectly including fees from any affiliates of the service provider.

Services and fees must be disclosed in either a bundled and unbundled fee arrangement.

Service providers must disclose if they are providing these services as a fiduciary.

Additionally, a service provider must disclose any changes in fees as soon as practical but no later than 60 days from date of the change of fee.

12

STATE STREET

ERISA §408(b)(2) Report – Disclosure of Service Provider Compensation

State Street as Directed Trustee

Division : USIS

<b>Service</b>	Directed Trustee Services
<b>Description of Service</b>	Performs all services stated within Trust Agreement--Transamerica Retirement Solutions compensates State Street for service provided.
<b>Fiduciary Status</b>	To the extent our activities qualify as "fiduciary" acts as described in ERISA Section 3(21), we perform such activities in the capacity of a fiduciary.
<b>Type of Compensation</b>	Indirect
<b>Manner of Receipt</b>	Paid By Third Party
<b>Description of Compensation</b>	\$400.00 per plan annually
<b>Compensation Among Related Parties (If applicable)</b>	N/A
<b>Investment Disclosure — Fiduciary Services</b>	N/A
<b>Investment Disclosure — Recordkeeping and Brokerage Services</b>	N/A
<b>Compensation for Termination of Arrangement</b>	N/A
<b>Recordkeeping Services</b>	N/A

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Report ID: 408(b)(2) Published: Mon Nov 19 09:50:12 EST 2012

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Oneida Nation  
Oneida Business Committee  
Legislative Operating Committee  
PO Box 365 • Oneida, WI 54155-0365  
[Oneida-nsn.gov](http://Oneida-nsn.gov)



**Statement of Effect**

*Appointing State Street Bank and Trust Company to act as Trustee for the Oneida Nation Enterprise 401(k) Plan*

**Summary**

This Resolution appoints State Street Bank and Trust Company to act as trustee for the Oneida Nation Enterprise 401(k) Plan.

*Submitted by: Clorissa N. Santiago, Staff Attorney, Legislative Reference Office  
Date: October 18, 2017*

**Analysis by the Legislative Reference Office**

This Resolution terminates Reliance Trust Company retirement administration as Trustee with respect to the Oneida Nation Enterprise 401(k) Plan and appoints State Street Bank and Trust Company to act as Trustee with respect to the Oneida Nation Enterprise 401(k) Plan. This trustee appointment is effective January 1, 2018.

**Conclusion**

Adoption of this Resolution would not conflict with any of the Nation's laws.

# Oneida Nation

Post Office Box 365

Phone: (920)869-2214



Oneida, WI 54155

**BC Resolution # Leave this line blank  
Appointing State Street Bank and Trust Company to act as Trustee for the  
Oneida Nation Enterprise 401(k) Plan**

- WHEREAS,** the Oneida Nation is a federally recognized Indian government and a treaty tribe recognized by the laws of the United States of America; and
- WHEREAS,** the Oneida General Tribal Council is the governing body of the Oneida Nation; 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 Nation sponsors the Oneida Nation Retirement Savings and 401(k) Plan (the "Enterprise 401(k) Plan"), and
- WHEREAS,** the Nation has operated the Governmental 401(k) Plan in reasonable and good faith operation compliance with the PPA requirements since January 1, 2007 and has adopted on an operational basis, the Oneida Nation Enterprise 401(k) Plan (the "Enterprise 401(k) Plan") in connection with such reasonable and good faith operational compliance; and
- WHEREAS,** the Nation has now chosen to transition from Reliance Trust Company's retirement administration as Trustee for the Enterprise 401(k) Plan to State Street Bank and Trust Company.

**NOW THEREFORE BE IT RESOLVED,** that the Oneida Business Committee appoint State Street Bank and Trust Company to act as Trustee with respect to the Oneida Nation Enterprise 401(k) Plan effective January 1, 2018, and

**BE IT FUTHER RESOLVED,** that the Oneida Business Committee terminates Reliance Trust Company as Trustee with respect to the Oneida Nation Enterprise 401(k) Plan effective January 1, 2018.



Oneida Nation  
Oneida Business Committee  
Legislative Operating Committee  
PO Box 365 • Oneida, WI 54155-0365  
[Oneida-nsn.gov](http://Oneida-nsn.gov)



**Statement of Effect**

*Appointing State Street Bank and Trust Company to act as Trustee for the Oneida Nation Governmental 401(k) Plan*

**Summary**

This Resolution appoints State Street Bank and Trust Company to act as trustee for the Oneida Nation Governmental 401(k) Plan.

*Submitted by: Clorissa N. Santiago, Staff Attorney, Legislative Reference Office*

*Date: October 18, 2017*

**Analysis by the Legislative Reference Office**

This Resolution terminates Reliance Trust Company retirement administration as Trustee with respect to the Oneida Nation Governmental 401(k) Plan and appoints State Street Bank and Trust Company to act as Trustee with respect to the Oneida Nation Governmental 401(k) Plan. This trustee appointment is effective January 1, 2018.

**Conclusion**

Adoption of this Resolution would not conflict with any of the Nation's laws.

# Oneida Nation

Post Office Box 365

Phone: (920)869-2214



Oneida, WI 54155

**BC Resolution # Leave this line blank  
Appointing State Street Bank and Trust Company to act as Trustee for the  
Oneida Nation Governmental 401(k) Plan**

**WHEREAS,** the Oneida Nation is a federally recognized Indian government and a treaty tribe recognized by the laws of the United States of America; and

**WHEREAS,** the Oneida General Tribal Council is the governing body of the Oneida Nation; 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 Nation sponsors the Oneida Nation Retirement Savings and 401(k) Plan (the "Governmental 401(k) Plan"), and

**WHEREAS,** the Nation has operated the Governmental 401(k) Plan in reasonable and good faith operation compliance with the PPA requirements since January 1, 2007 and has adopted on an operational basis, the Oneida Nation Enterprise 401(k) Plan (the "Enterprise 401(k) Plan") in connection with such reasonable and good faith operational compliance; and

**WHEREAS,** the Nation has now chosen to transition from Reliance Trust Company's retirement administration as Trustee for the Governmental 401(k) Plan to State Street Bank and Trust Company.

**NOW THEREFORE BE IT RESOLVED,** that the Oneida Business Committee appoint State Street Bank and Trust Company to act as Trustee with respect to the Oneida Nation Governmental 401(k) Plan effective January 1, 2018, and

**BE IT FUTHER RESOLVED,** that the Oneida Business Committee terminates Reliance Trust Company as Trustee with respect to the Oneida Nation Governmental 401(k) Plan effective January 1, 2018.

### Oneida Business Committee Agenda Request

1. Meeting Date Requested: 10 / 25 / 17

**2. General Information:**

Session:  Open  Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

Adopt Opposition to 2017 Senate Bill 395 Regulation and Permitting of Nonferrous Metallic Mineral Prospecting and Mining resolution.

**3. Supporting Materials**

Report  Resolution  Contract

Other:

1. <input type="text" value="Statement of Effect"/>	3. <input type="text"/>
2. <input type="text"/>	4. <input type="text"/>

Business Committee signature required

**4. Budget Information**

Budgeted - Tribal Contribution  Budgeted - Grant Funded  Unbudgeted

**5. Submission**

Authorized Sponsor / Liaison:

Primary Requestor/Submitter: Danelle Wilson, Chairman's Assistant  
Your Name, Title / Dept. or Tribal Member

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.

# Oneida Nation

Post Office Box 365

Phone: (920)869-2214

Oneida, WI 54155



BC Resolution # \_\_\_\_\_  
**Opposition to 2017 Senate Bill 395 Regulation and Permitting of Nonferrous Metallic Mineral  
 Prospecting and Mining**

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**WHEREAS,** the Oneida Nation is a federally recognized Indian government and a treaty tribe recognized by the laws of the United States of America; and

**WHEREAS,** the Oneida General Tribal Council is the governing body of the Oneida Nation; 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 Wisconsin State Legislature is currently considering 2017 Senate Bill 395 (SB395) which would repeal existing state law that prohibits the Department of Natural Resources from issuing sulfide ore mining permits until the Department of Natural Resources determines that there is a mining operation in a potentially acid-generating sulfide ore body in the United States or Canada that has been in operation for at least ten years, or that has been closed for at least ten years, without resulting in the pollution of groundwater or surface water from acid drainage or from the release of heavy metals; and

**WHEREAS,** SB 395 would also modify the point of application for groundwater standards; exempt wetland regulations from applying to some state-regulated wetlands; change the bulk sampling process; modify the application, review and permitting process; and exempt nonferrous metallic mining from certain fees required under Wisconsin law; and

**WHEREAS,** the regulatory process proposed under SB 395 does not provide Indian tribes with an adequate, recognized role as most of the proposed mines are in areas where tribal lands and/or interests will be impacted by such mining; and

**WHEREAS,** acid mine drainage is a serious, long-term environmental problem as can be seen through the example of Roman-era mines in Europe, which are more than 1,500 years old and still resulting in acid mine drainage; and

**WHEREAS,** the Flambeau Mine, which the State of Wisconsin uses as an example of a successful mine, has resulted in tributaries to the Flambeau River currently being classified as impaired waters due to acute aquatic toxicity for both copper and zinc under the Wisconsin Department of Natural Resources Impaired Waters Search Tool.

**NOW THEREFORE BE IT RESOLVED,** that the Oneida Nation opposes SB 395, which would repeal the moratorium on nonferrous metallic mining, until there are proven technologies relating to non-polluting mining.

**BE IT FINALLY RESOLVED,** that the Oneida Nation opposes SB 395 until modifications are made to the regulatory process to increase environmental protections as SB 395 does not adequately protect the interests of Indian tribes and the public from the harms of such mining.





Oneida Nation  
Oneida Business Committee  
Legislative Operating Committee  
PO Box 365 • Oneida, WI 54155-0365  
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### **Statement of Effect**

*Opposition to 2017 Senate Bill 395 Regulation and Permitting of Nonferrous Metallic Mineral Prospecting and Mining*

#### ***Summary***

This Resolution opposes Senate Bill 395, which would repeal the moratorium on nonferrous metallic mining, until there are proven technologies relating to non-polluting mining.

*Submitted by: Clorissa N. Santiago, Staff Attorney, Legislative Reference Office  
Date: October 3, 2017*

#### ***Analysis by the Legislative Reference Office***

This Resolution states the Nation's opposition to Senate Bill 395, which would repeal the moratorium on nonferrous metallic mining, until there are proven technologies relating to non-polluting mining. The resolution also states that the Nation will oppose Senate Bill 395 until modifications are made to the regulatory process to increase environmental protections as Senate Bill 395 does not adequately protect the interests of Indian tribes and the public from the harms of such mining.

#### ***Conclusion***

Adoption of this Resolution would not conflict with any of the Nation's laws.

### Oneida Business Committee Agenda Request

1. Meeting Date Requested: 10 / 25 / 17

2. General Information:

Session:  Open  Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

Adopt BC Resolution titled, "Fiscal Years 2019 to 2022 Triennial Strategic Fiscal Plan` [ Y."

3. Supporting Materials

Report  Resolution  Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution  Budgeted - Grant Funded  Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor/Submitter: Brian A. Doxtator, Executive Assistant to Tribal Treasurer  
Your Name, Title / Dept. or Tribal Member

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.

## Oneida Business Committee Agenda Request

### 6. Cover Memo:

Describe the purpose, background/history, and action requested:

Requested action:

Adopt BC Resolution, "Fiscal Years 2019 to 2022 Triennial Strategic Plan."

1) Save a copy of this form for your records.

2) Print this form as a \*.pdf *OR* print and scan this form in as \*.pdf.

3) E-mail this form and all supporting materials in a **SINGLE** \*.pdf file to: [BC\\_Agenda\\_Requests@oneidanation.org](mailto:BC_Agenda_Requests@oneidanation.org)



Oneida Nation  
Oneida Business Committee  
PO Box 365 • Oneida, WI 54155-0365  
oneida-nsn.gov



## Office of the Treasurer

### Memorandum

---

To: Oneida Business Committee  
From: Trish King, Treasurer  
Date: October 18, 2017  
Re: FY 2019 to FY 2022 Triennial Strategic Fiscal Planning

I respectfully request adoption of the proposed resolution titled, "FY 2019 to FY 2022 Triennial Strategic Fiscal Planning." The proposed resolution, keynotes the Treasurer's budget initiative for FY 2019-2021, and "connects the dots" in relation to implementing the Oneida Business Committee's Strategic Plan for the 2017-2020 term of Office.

The foundation for the O.B.C.'s strategic plan includes Trust, Value Based Budgeting, Sovereignty Protection, Change Management, and Communication. The O.B.C.'s strategic plan also includes broad goals providing guidance to the organization for organizational needs. The O.B.C. Strategic Plan was presented to the O.B.C. Direct Reports on September 1, 2017. The Triennial Strategic Fiscal Planning resolution supports BC Resolution #09-27-17-B, "Setting the Strategic Plan for the 2017-2010 Term of the Oneida Business Committee."

In addition to compliance with BC Resolution #09-27-17-B, the resolution also complies with Section 121.4 of the Budget Management and Control Law requiring development of a triennial strategic plan beginning with Fiscal Year 2019.

Section 121.4 within the Budget Management and Control Law requires development of a Triennial Strategic Plan. The law requires the plan to identify major policy goals, strategies and planned action for achieving each goal, performance targets and indicators to track progress as a collaborative effort between the Oneida Business Committee and operations. These are all required to be identified prior to December 1st of each year.

In summary, the proposed resolution recognizes our past budget initiatives, strategy planning, and communication activities. The resolution further identifies the Treasurer's budget initiatives for Fiscal Years 2019 through 2022.

Upon final adoption of this resolution, a Budget Guidebook will be developed and distributed to Tribal operations. The guidebook shall set parameters and directions for compliance with the Budget Management and Control law, while incorporating all initiatives of the OBC's strategic plan.

Additionally, O.B.C. adoption of this resolution expounds and carries forward Resolution BC-02-11-15-A, which calls for economic sustainability, good governance, social programs, and a rising standard of living for all Oneidas. Collaboratively, we will focus on creating and applying measurements which will ultimately determine necessity and opportunity for efficiencies and/or change of operational goals.

In conclusion, adoption of the "FY 2019 to FY 2022 Triennial Strategic Fiscal Planning" resolution supports both the Budget Management and Control law and the O.B.C. Strategic Plan.

Yaw^ko for your support in this matter.



# Goal - Strategy - Outcome

## Broad Goal

Encouraging  
Tsi? NiyukwalihoTÁ  
(We have everything here to sustain us)

### Strategy

Identify components needed for a sustainability plan by March 2018.

### Outcome

Community and organizational buy-in will be formed and Economic sustainability will be promoted.

### Strategy

Create and implement the sustainability plan by March 2019.

### Outcome

Sustainable economic initiatives are met (Oneida/Non-Oneida)

Trust

Value based budgeting

Sovereignty protection

Change Management

Communication



# Oneida Nation

Post Office Box 365

Phone: (920)869-2214



Oneida, WI 54155

**BC Resolution #**  
**FY 2019 to FY 2022 Triennial Strategic Fiscal Planning**

1  
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5 **WHEREAS,** the Oneida Nation is a federally recognized Indian government and a treaty tribe  
6 recognized by the laws of the United States of America; and  
7

8 **WHEREAS,** the Oneida General Tribal Council is the governing body of the Oneida Nation; and  
9

10 **WHEREAS,** the Oneida Business Committee has been delegated the authority of Article IV, Section 1,  
11 of the Oneida Tribal Constitution by the Oneida General Tribal Council; and  
12

13 **WHEREAS,** the Oneida Nation operates on an October to September fiscal year governed by a  
14 budget created by the organization, approved by the Oneida Business Committee and  
15 adopted by the General Tribal Council; and  
16

17 **WHEREAS,** Treasurers have accepted the responsibility for the finances of the Oneida Nation,  
18 including development of the budget since adoption of the Constitution of the Oneida  
19 Nation; and  
20

21 **WHEREAS,** Treasurer Mercie L. Danforth began the implementation of the three-year budget which  
22 identified the estimated budget for the next fiscal year for adoption and the projected  
23 budgets for the next two fiscal years as an operational and planning tool; and  
24

25 **WHEREAS,** Treasurer Cristina Danforth continued implementation of the three-year budget and was  
26 also faced with many years of financial difficulties which resulted in cost containment  
27 resolutions intended to manage expenses or cash flow to allow the operations of the  
28 Oneida Nation to continue uninterrupted; and  
29

30 **WHEREAS,** Treasurer Patricia King continued implementation of the three-year budget planning and  
31 identified that budgeting is a collaborative effort between the Treasurer, the Oneida  
32 Business Committee and the operations of the Oneida Nation; and  
33

34 **WHEREAS,** Treasurer King presented, and the Oneida Business Committee adopted, resolution #  
35 BC-02-11-15-A, which set forth the budget initiatives for Fiscal Years 2016 through 2018  
36 based on *Sustainability*, a budget initiative that "supports and enhances efficient and  
37 sustainable public financial management which is key to promoting economic  
38 sustainability, good governance, social programs and a rising standard of living for all  
39 Oneidas" *Resolve #1*; and  
40

41 **WHEREAS,** during Fiscal Years 2016 and 2017 the Oneida Nation could identify estimated revenues  
42 and expenditures in the adopted budgets that resulted in two years of both carry-over  
43 unexpended funds as well as the lack of a need to adopt a cost containment resolution;  
44 and  
45

46 **WHEREAS,** during Fiscal Years 2016, 2017, and 2018, the Treasurer, in collaboration with the  
47 Oneida Business Committee, gave additional discretionary authorities to the operations

- 48 to create budgets and manage expenditures in accordance with the FY2016-2018 budget  
49 initiative - *Sustainability*; and  
50
- 51 **WHEREAS,** the Legislative Operating Committee, working with Treasurer King developed and the  
52 Oneida Business Committee adopted, the Budget Management and Control Law which  
53 "implements a budgeting process focused on value based budgeting wherein budget  
54 increases and budget cuts are allocated based on a priority list approved by the Oneida  
55 Business Committee, *resolution # BC-02-08-17-C, Whereas #7*; and  
56
- 57 **WHEREAS,** the Budget Management and Control Law, Section 121.4, requires the development of a  
58 Triennial Strategic Plan that identifies major policy goals, strategies and planned actions  
59 for achieving each goal, and performance targets and indicators to track progress as a  
60 collaborative effort between the Oneida Business Committee and operations; and  
61
- 62 **WHEREAS,** the Oneida Business Committee, after taking their oath of office, collaborated to identify  
63 how their goals identified during the elections, informed by the transition meetings with  
64 the organization, could be organized into a cohesive plan for their term which could be  
65 interpreted and applied by the organization in day-to-day programming activities and  
66 development; and  
67
- 68 **WHEREAS,** the Oneida Business Committee adopted resolution # 09-27-17-B, *Setting the Strategic*  
69 *Plan for the 2017-2020 Term of the Oneida Business Committee*, which adopted the  
70 following broad goals for "all direct reports, and all parts of the organization, utilize the  
71 concepts as a guide for all organizational needs, actions, planning, and reporting for  
72 effective development and measurement," that guides the Oneida Business Committee  
73 and organization on the same path, *Resolve # 3 -*  
74
  - 75 • Advancing Onʎoyoteʎa·ká· principles – helps us to support and sustain our culture
  - 76 • Exercising Sovereignty – helps us to strengthen and protect our people, land, and  
77 environment
  - 78 • Improving Organizational Changes – promote effective, responsive decision-making, while  
79 providing the opportunity to meet the needs of the Tribal Membership, technology,  
80 customers, economy, and growth
  - 81 • Promoting Positive Community Relations – will promote open communication in an  
82 atmosphere of trust, collaboration, and positive relationships
  - 83 • Inspiring Yukwatsístayʎ – (Our fire, our spirit within each one of us)
  - 84 • Encouraging Tsiʎniyukwalihotʎ - (We have everything here to sustain us), *Resolve #1*;  
85 and
- 86 **WHEREAS,** the Oneida Business Committee adopted resolution # BC-09-27-17-I, *Strategic*  
87 *Workforce Planning – Budget – Implementation for the Oneida Nation*, which identified  
88 long-term planning goals (*Strategic Workforce Planning*), mid-term planning goals  
89 (*Workforce Level Assessments*), and immediate action goals (*Employment Caps based*  
90 *on FTEs*), which allows the Oneida Nation to better understand its programming and  
91 employment decisions; and  
92
- 93 **WHEREAS,** Treasurer King has identified that the budget initiatives for Fiscal Years 2019 through  
94 2022 shall be focused on creating and applying measurements to identify how our  
95 enterprises are managing revenue generating activities and creating and applying  
96 measurements to identify whether programs are providing services in a manner intended  
97 to focus on those in need and to discontinue services that are not meeting needs, are no  
98 longer needed because other services are providing a more comprehensive service, or  
99 should be combined with other services in order to create efficiencies and greater  
100 effectiveness; and  
101
- 102 **WHEREAS,** the Oneida Business Committee supports this budget initiative focusing on measures and  
103 outcomes;



104  
105 **NOW THEREFORE BE IT RESOLVED**, the Oneida Business Committee hereby adopts the budget  
106 initiative set forth below which expands on the initiative set forth in Resolution # BC-02-11-15-A, to  
107 support and enhance efficient and sustainable public financial management which is key to promoting  
108 economic sustainability, good governance, social programs and a rising standard of living for all Oneidas.

109 "The goal of *Sustainability* is identified through measures of all activities in enterprises, programs,  
110 and services to ensure that the revenues and expenses of the Oneida Nation are being utilized in  
111 a manner that creates the most effective and efficient use of those revenues or expenditures."  
112

113 **BE IT FURTHER RESOLVED**, that each organizational unit of the Oneida Nation, guided by direct  
114 reports, shall begin development of the following requirements in section 121.4-2 of the Budget  
115 Management and Control Law, consistent with the budget initiative set forth in this resolution, and guided  
116 by the Strategic Plan adopted in resolution # BC-09-27-17-B:

117 (a) A statement of the fund unit's mission;  
118 (b) Specific goals including a description of the fund unit's strategies as part of its service group  
119 provided in 121.5-3(c) which aligns with the goals established in the Nation's triennial strategic  
120 plan;

121 (c) Specific strategies for achieving each of the fund unit's goals; and

122 (d) Performance targets and indicators to track progress which, to the extent available, includes,  
123 but is not limited to:

124 (1) Statistics and trending data for, at a minimum, the last three (3) complete fiscal years;  
125 and

126 (2) Performance targets for, at a minimum, the next three (3) complete fiscal years  
127 moving forward.  
128

129 **BE IT FINALLY RESOLVED**, the report required above shall be forwarded to the Organizational  
130 Specialist and the Chief Financial Officer on or before the following dates:

- 131 • December 1, 2018 for Fiscal Year 2019;  
132 • December 1, 2019 for Fiscal Year 2020; and  
133 • December 1, 2020 for Fiscal Year 2021.  
134  
135

### Oneida Business Committee Agenda Request

1. Meeting Date Requested: 10 / 25 / 17

**2. General Information:**

Session:  Open  Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

Consider adoption of Resolution: Third Extension of the Effective Date of the Community Support Fund Law

**3. Supporting Materials**

Report  Resolution  Contract

Other:

1.

3.

2.

4.

Business Committee signature required

**4. Budget Information**

Budgeted - Tribal Contribution  Budgeted - Grant Funded  Unbudgeted

**5. Submission**

Authorized Sponsor / Liaison:

Primary Requestor/Submitter: Jennifer Falck, LRO Director  
Your Name, Title / Dept. or Tribal Member

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.

# Oneida Nation

Post Office Box 365

Phone: (920)869-2214

Oneida, WI 54155



**BC Resolution # \_\_\_\_\_**  
**Third Extension of the Effective Date of the Community Support Fund Law**

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**WHEREAS,** the Oneida Nation is a federally recognized Indian government and a treaty tribe recognized by the laws of the United States of America; and

**WHEREAS,** the Oneida General Tribal Council is the governing body of the Oneida Nation; 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 Business Committee originally adopted the Community Support Fund law ("the Law") pursuant to resolution BC-05-15-96-A, and made amendments pursuant to resolution BC-01-08-97-G, BC-12-01-13-D, and most recently with BC-01-11-17-B; and

**WHEREAS,** the most recent amendments were originally set to become effective on May 11, 2017; and

**WHEREAS,** the Law states that the Social Services Area of Governmental Services Division is responsible for operation of the Community Support Fund ("the Fund") but may designate the operation of the Fund to a department within its control; and

**WHEREAS,** the Law delegates rulemaking authority to the operators of the Fund to create rules to manage the Fund including the list of categories the Fund covers and funding caps; and

**WHEREAS,** the Law is so dependent on the development and use of Community Support Fund rules that the Law cannot become effective until the rules are created and prepared; and

**WHEREAS,** the Oneida Business Committee extended the effective date of the Law in resolution BC-04-12-17-B to September 8, 2017, to allow for the rules to be promulgated and become effective; and

**WHEREAS,** the Oneida Business Committee extended the effective date of the Law a second time in resolution BC-06-28-17-F to October 26, 2017 because the September 8, 2017 effective date was too soon after the transition of the incoming newly elected Oneida Business Committee, so it was necessary to allow time for the new Oneida Business Committee to become familiar with the Law and the process set forth in the Administrative Rulemaking law; and

**WHEREAS,** after a Public Meeting was held on the proposed rules and significant changes being made to the rules, a second Public Meeting is now required in accordance with the process set forth in the Administrative Rulemaking law, thereby requiring more time before the law and rules can become effective.

**NOW THEREFORE BE IT RESOLVED,** the effective date of the Community Support Fund law as stated in resolution BC-01-11-17-B, and extended in resolution BC-04-12-17-B, and extended in resolution 06-28-17-A, is again extended until January 25, 2018.

53  
54  
55

**NOW THEREFORE BE IT FURTHER RESOLVED**, that the Fund operator shall have until January 25, 2018, when the law becomes effective to create and make effective rules in accordance with the Law.



Oneida Nation  
Oneida Business Committee  
Legislative Operating Committee  
PO Box 365 • Oneida, WI 54155-0365  
[Oneida-nsn.gov](http://Oneida-nsn.gov)



## **Statement of Effect**

### *Third Extension of the Effective Date of the Community Support Fund Law*

#### **Summary**

This resolution extends the effective date of the Community Support Fund law for a third time.

*Submitted by: Clorissa N. Santiago, Staff Attorney, Legislative Reference Office*

*Date: October 17, 2017*

#### ***Analysis by the Legislative Reference Office***

This resolution provides a third extension of the effective date of the Community Support Fund law (“the Law”). The most recent amendments to the Law were originally set to become effective on May 11, 2017, as stated in resolution BC-01-11-17-B.

The Oneida Business Committee extended the effective date of the Law an additional one hundred and twenty (120) days in resolution BC-04-12-17-B, so that the Law would become effective on September 8, 2017. The Law was extended due to additional time being needed to develop and make effective the rules regarding management of the Community Support Fund in accordance with the process set forth in the Administrative Rulemaking law. The Law is so dependent on the development and use of Community Support Fund rules that the Law cannot become effective until the rules are created and made effective.

The Oneida Business Committee extended the effective date of the Law a second time through resolution BC-06-28-17-F, so that the Law would become effective on October 26, 2017. This extension was granted by the Oneida Business Committee due to 1) additional time being needed to develop and make effective the Community Support Fund rules and 2) the September 8, 2017, effective date of the Law fell during the transition of the incoming newly elected Oneida Business Committee.

Due to the fact that the Community Support Fund rules will again not be developed or made effective by the extended effective date of the Law, this Resolution extends the effective date of the Law a third time, so that the Law would become effective on January 25, 2018.

This Resolution also requires that the Community Support Fund operator shall have until January 25, 2018, the date the Law becomes effective, to create and make effective rules in accordance with the Law.

#### ***Conclusion***

Adoption of this Resolution would not conflict with any of the Nation’s laws.

### Oneida Business Committee Agenda Request

1. Meeting Date Requested: 10 / 25 / 17

2. General Information:

Session:  Open  Executive - See instructions for the applicable laws, then choose one:

[Empty text box]

Agenda Header: Standing Committees

Accept as Information only

Action - please describe:

BC approval of Finance Committee Meeting Minutes of October 16, 2017

3. Supporting Materials

Report  Resolution  Contract

Other:

1. FC E-Poll approving 10/16/17 Minutes

3. [Empty text box]

2. FC Mtg Minutes of 10/16/17

4. [Empty text box]

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution  Budgeted - Grant Funded  Unbudgeted

5. Submission

Authorized Sponsor / Liaison: Trish King, Tribal Treasurer

Primary Requestor: Denise Vigue, Executive Assistant to the CFO /Finance Administration  
Your Name, Title / Dept. or Tribal Member

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.

## Oneida Business Committee Agenda Request

### 6. Cover Memo:

Describe the purpose, background/history, and action requested:

Oneida Business Committee approval is required to approve all Finance Committee meeting actions as the FC is a standing committee of the OBC.

- 1) Save a copy of this form for your records.
- 2) Print this form as a \*.pdf *OR* print and scan this form in as \*.pdf.
- 3) E-mail this form and all supporting materials in a **SINGLE** \*.pdf file to: [BC\\_Agenda\\_Requests@oneidanation.org](mailto:BC_Agenda_Requests@oneidanation.org)

# ONEIDA NATION

P.O. Box 365



Oneida, WI 54115

## ***MEMORANDUM***

**TO:** Finance Committee  
**CC:** Business Committee  
**FR:** Denise Vigue, Executive Assistant  
**DT:** October 17, 2017  
**RE:** **E-Poll Results of: FC Meeting Minutes of October 16, 2017**

An E-Poll vote of the Finance Committee was conducted to approve the October 16, 2017 Finance Committee meeting minutes. The results of the completed E-Poll are as follows:

### **E-POLL RESULTS:**

There was a Majority 4 YES votes from Larry Barton, Patrick Stensloff, Daniel Guzman King and Chad Fuss to approve the October 16, 2017 Finance Committee Meeting Minutes.

The minutes will be placed on the next BC agenda of October 25, 2017 for approval and the next Finance Committee agenda of October 30, 2017 to ratify this E-Poll action.

Yaw^ko

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\* Per the Finance Committee By-Laws Article III-Meetings, 3-4 Quorum. Four (4) members of the Finance Committee shall constitute a quorum & 3-6 Voting. (d) The Finance Committee shall act by a majority of vote of the quorum present at any meeting.





A good mind. A good heart. A strong fire.

## ONEIDA FINANCE COMMITTEE

October 16, 2017 – 10:00 A.M.

Business Committee Executive Conference Room

### REGULAR MEETING MINUTES

#### FC Members Present:

Patricia King, Treasurer/FC Chair

Larry Barton, CFO/FC Vice-Chair

Chad Fuss, AGGM-Finance (Gam. Alt.)

Patrick Stensloff, Purchasing Director

**Members Excused:** Jennifer Webster, BC Council Member and Daniel Guzman King, BC Council Member

**Others Present:** Jed Schacht; Lisa A. Moore; Francine Valentino; and Denise Vigue, taking minutes

I. **CALL TO ORDER:** The meeting was called to order by the FC Chair at 10:02 A.M.

II. **APPROVAL OF AGENDA:** OCTOBER 16, 2017

Motion by Chad Fuss to approve the FC meeting agenda of Oct. 16, 2017 with one ADD On under Donations #4. Seconded by Larry Barton. Motion carried unanimously.

For The Record: The CF Chair just wanted to let everyone know that the Community Fund for individual fund requests has been increased to \$500 per person/per year. This was part of the motion by GTC when the budget was approved. New forms and information are already on the Intranet and Internet reflecting this update.

III. **APPROVAL OF MINUTES:** Oct. 2, 2017 (Approved via E-Poll on 10/02/17)

Motion by Patrick Stensloff to ratify the FC E-Poll action taken on 10/02/17 approving the 10/02/17 Finance Committee meeting minutes. Seconded by Larry Barton. Motion carried unanimously.

IV. **TABLED BUSINESS:** No Tabled Business

V. **CAPITAL EXPENDITURES:** None

VI. **DONATIONS:**

1. **Update: Oneida Community Farm Projects**

Frank Vandehei

Frank was not present for the discussion over the two lost checks and recipient responsibilities; as the growing season has passed FC felt if needed the requestor can bring this back in the spring; a letter explaining this will be sent if that is the motion.

Motion by Larry Barton to defer this request to spring of 2018 provided it is again brought forward by the requestor. Seconded by Chad Fuss. Motion carried unanimously.

**2. Donations - Monthly Update for Oct. 2017**

Denise Vigue, Finance

Motion by Larry Barton to accept the October 2017 Monthly Update for the FC Donations line. Seconded by Chad Fuss. Motion carried unanimously.

**3. St. John's Homeless Shelter – Gala Fundraiser**

Amount: \$5,000.00

Requestor: Leanne Baeten, Program Director

The Requestor is seeking \$5,000.00 in sponsorships/donation due to group moving fund raising event to the Radisson. This would require a procedural exception to the \$2,500. Limit per the Donation Policy; this would also be one fourth of the FY18 funds allocated for Local Groups; last year group received \$2,000.00.

Motion by Larry Barton to approve \$2,500.00; the maximum from the Finance Committee Donation line per the Donation Policy for the St. John's Homeless Shelter's Gala Fundraising Event at the Radisson in Nov. 2017 payable to the Radisson. Seconded by Patrick Stensloff. Motion carried unanimously.

**4. ADD ON: Update-Oneida Sportsmen's Club – Prize**

Patricia King, Treasurer & FC Chair

The Treasurer reported that she was fortunate enough to receive a prize of a gun cabinet from the Oneida Sportsmen's Club. The ticket she had was from the OSC given to the Oneida Nation for their donation. As the item is costly, in keeping with the Code of Ethics, she donated the cabinet back to the OSC for future fundraising for the club. She has attached documentation to this effect as well as e-mail receipt from the OSC accepting this item back.

Motion by Chad Fuss to accept, for the record, the update from the Treasurer of the received and returned prize from the Oneida Sportsmen's Club. Seconded by Patrick Stensloff. Motion carried unanimously.

The following request was not part of the agenda when it was approved; when requestor was present the following motion was made:

Motion by Chad Fuss to include as a Late Add On the donation request from the Blue Skies Foundation. Seconded by Patrick Stensloff. Motion carried unanimously.

**5. LATE ADD: Blue Skies Foundation Donation Request (referral from BC mtg 10/11/17)**

Francine Valentino was present to discuss this request with the Finance Committee. They are sponsoring a golf event at the end of the month to raise funds for a Freedom House for indigenous youth in Oneida. This is complimentary to what the Oneida Nation is doing in their TAPS initiatives; they also have a month long fire going to help bring awareness to the situation of the opioid epidemic in tribal communities. There were some questions as far as needs for the firekeepers, a list will be forwarded to the Treasurer to follow up with the BC special projects; the FC also discussed approving water from the Community Funds-Products.

Motion by Larry Barton to: 1) approve from the Finance Committee's Donation Line \$2,500.00 for the Golf Fundraising Event the Blue Skies Foundation is holding at the end of the month and direct staff to process the check to be payable directly to Thornberry Creek when Donation application is received by the requestor; and 2) Have requestor submit directly to the Treasurer a list of supplies needed by the firekeepers/volunteers (food, paper products, etc.) and she will follow up with the BC Special Projects funds. Seconded By Chad Fuss. Motion carried unanimously.

Motion by Larry Barton to approve from the Community Fund ten (10) cases of Coca-Cola product (water) for use at the month long fire event sponsored by the Blue Skies Foundation. Seconded by Patrick Stensloff. Motion carried unanimously.

## VII. NEW BUSINESS:

- 1. Alliant Specialty Ins. Serv.** Amount: \$109,205.00  
Robert Keck, Risk Management

This is the last of 8 payments, originally to Meadowbrook; this last payment will be made directly to the carrier; early next year an RFP will go out to see current market rates.

Motion by Chad Fuss to approve the payment to Alliant Specialty Insurance Services for liability coverage in the amount of \$109,205.00. Seconded by Patrick Stensloff. Larry Barton abstained. Motion carried.

- 2. FY18 Blanket PO- Bellin** Amount: \$106,000.00  
Robert Keck, Risk Management

This is a blanket for ongoing wellness initiatives offered now to non-gaming employees; this includes Nursing Care Coordinator and Clerical Assistant; both employees of Bellin.

Motion by Chad Fuss to approve the FY18 Blanket Purchase Order to Bellin for Nursing services and support in the amount of \$106,000.00. Seconded by Patrick Stensloff. Motion carried.

- 3. FY17 Fourth Quarter Report to the BC**  
Larry Barton, Finance

Motion by Chad Fuss to approve the FY17 Fourth Quarter Report to the BC. Seconded by Patrick Stensloff. Motion carried unanimously.

## VIII. EXECUTIVE SESSION: None

### IX. FOLLOW UP: None

### X. FYI and/or THANK YOU:

- 1. FYI: Revised Service Agreement-Town of Oneida**  
Paula King Dessart, BC Support Office

Motion by Larry Barton to accept the revised service agreement with the Town of Oneida as FYI. Seconded by Patrick Stensloff. Motion carried unanimously.

**2. FYI: Updated Vendor Information Form – 2017**

Patrick Stensloff, Purchasing Director

Jed Schacht from Purchasing was present to update the Finance Committee on the new Vendor Information Form; the coordination across departments with new form/updated procedures & to communicate with departments and vendors the use of the new form; part of the change was due to an Audit finding; there was a question if Purchasing can work with the Oneida Gaming Committee to come up with one fee for gaming vendors; this would simplify a stringent process gaming vendors are required to do, this can be worked on; last piece will be communication to all departments.

Motion by Chad Fuss to accept the updated Vendor Information Form 2017 as FYI. Seconded by Larry Barton. Motion carried unanimously.

- XI. ADJOURN:** Motion by Chad Fuss to adjourn. Seconded by Patrick Stensloff. Motion carried unanimously. Time: 11:05 A.M.

Minutes taken & transcribed by:  
Denise Vigue, Executive Assistant to the CFO  
& Finance Committee Contact/Recording Secretary

*Finance Committee-E-Poll Minutes Approval Date:* October 17, 2017

*Oneida Business Committee's FC Minutes Approval Date:* \_\_\_\_\_

### Oneida Business Committee Agenda Request

1. Meeting Date Requested: 10 / 25 / 17

2. General Information:

Session:  Open  Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

Approve Power Purchase Agreement between Oneida Nation and Oneida Nation Solar LLC.

3. Supporting Materials

Report  Resolution  Contract

Other:

- 1.  3.
- 2.  4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution  Budgeted - Grant Funded  Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor/Submitter: Michael Troge, Project Manager  
Your Name, Title / Dept. or Tribal Member

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.

## Oneida Business Committee Agenda Request

### 6. Cover Memo:

Describe the purpose, background/history, and action requested:

On July 26, 2017 the previous Business Committee approved the Operating Agreement and associated agreements that created Oneida Nation Solar LLC. This allowed for the Solar Deployment Project to proceed with installation activities.

The solar power purchase phase of the partnership is defined by the Power Purchase Agreement. Sovereign Finance (SF) was put on contract by Finance Department to review the Power Purchase Agreement and the capital analysis that was drafted by the Project Team. The Project Team is comprised of Ater Wynne (legal consultant), BDO (financial consultant), NREL (technical consultant), and SunVest (investor). Two meetings have been held with SF. Most of their questions have been addressed. The Project Agreements have received verbal acceptance from SF. What remains to be completed from SF's standpoint is BDO's updated capital analysis and SF's final report.

It has been the Project Team's intention to present SF's findings to the BC, however, requests for information have been somewhat delayed thus delaying the capital analysis and the final report.

The Project is nearly complete. The commissioning of the Project is December 1, 2017. Shortly after that time is when the Power Purchase Agreement takes into effect.

1. The Project Team requests that BC approve the PPA as presented to initiate the purchase of solar power.
2. Upon receiving SF's evaluation, the Project Team will present their findings at a future BC meeting.

1) Save a copy of this form for your records.

2) Print this form as a \*.pdf OR print and scan this form in as \*.pdf.

3) E-mail this form and all supporting materials in a **SINGLE** \*.pdf file to: BC\_Agenda\_Requests@oneidanation.org

# ONEIDA LAW OFFICE

*CONFIDENTIAL: ATTORNEY/CLIENT WORK PRODUCT*

TO: Brenda L. Skenandore  
Environmental Health & Safety

*Use this number on future correspondence:*



**2017-0873**

FROM: James R. Bittorf, Deputy Chief Counsel

DATE: September 25, 2017

RE: Oneida Nation Solar LLC-Solar Power Purchase Agreement First Amendment

<u>Purchasing Department Use</u>	
<input type="checkbox"/>	<b>Contract Approved</b>
<input type="checkbox"/>	<b>Contract Not Approved</b>
<i>(see attached explanation)</i>	

*If you have any questions or comments regarding this review, please call 869-4327.*

The attached agreement, contract, policy and/or guaranty has been reviewed by the Oneida Law Office for legal content only. Please note the following:

- ✓ The document is in appropriate legal form. *(Execution is a management decision.)*

## CONTRACT REVIEW REQUEST FORM

This form must be filled out **COMPLETELY**.

- General Instructions:**
1. Contracts must be submitted to the Law Office no less than ten (10) business days prior to commencement of the contract.
  2. Please read the contract prior to submission. If the contract language does not make sense to you, request an explanation from the contractor.
  3. **DO NOT SIGN** contracts prior to attorney approval. All contracts signed or contract services started prior to legal approval are reported to the Business Committee.
  4. If you need immediate review of a contract, call the Law Office at 869-4327 **PRIOR** to sending the contract.
  5. Upon receipt of the contract, the Law Office will assign a file number which is located in the top right-hand corner of the legal review. Any future communication concerning this contract should reference this file number.
  6. You will receive an e-mail notification when the review of your contract is complete.
  7. All contracts must be submitted with a completed and signed Conflict of Interest Disclosure Form.
  8. **SUBMIT ALL FORMS IN .PDF FORMAT**

**Date:** 9/21/2017 **Telephone:** 920-869-4591

**Contact Person:** Brenda Skenandore **Extension:** 4591

**Department:** Environmental, Health & Safety Division **Response Needed By:** 10/5/2017

**Name of Contractor:** Oneida Nation Solar LLC Amendment 1 for Contract #2017-0873

**Contract Start Date:** 7/26/2017 **Contract Total Amount** \$80,000.00 / year

**Contract End Date:** 12/31/2037

*Does this contract have an automatic renewal clause? (Yes or No)* No

*If yes, indicate the advance notice (in days that must be given to terminate contract.* Number of Days **days.**

**Special Instructions, if any:**

**Submit form as an e-mail attachment following these steps:**

1. Go to: File > Save & Send > Send Using E-Mail > Send as PDF (opens a new mail form in GroupWise)
2. Fill in the "To" field with "Oneida\_Law"
3. Attach **Contract**, completed and signed **Conflict of Interest Disclosure Form** and any other documentation associated this contract.



### First Amendment to Solar Power Purchase Agreement

This First Amendment to Solar Power Purchase Agreement (the "Amendment") is entered into by the parties listed below (each a "Party" and collectively the "Parties") as of the date signed by the Seller below (the "Effective Date").

Purchaser:		Seller:	
Name and Address	Oneida Nation N7332 Water Circle Place Oneida, WI 54155 Attn: Michael Troge, Designated Tribal Representative	Name and Address	Oneida Nation Solar, LLC. N27W24025 Paul Ct. Suite 200 Pewaukee, WI 53072 Attention: Jeff Knudtson & Michael Troge, Co-managers
Phone	(920) 869-4572	Phone	(262) 547-1200; (920) 869-4572
Fax	(920) 869-1610	Fax	(262) 349-9324; (920) 869-1610
E-mail	<a href="mailto:mtroge@oneidanation.org">mtroge@oneidanation.org</a>	E-mail	<a href="mailto:jeff@neumanncompanies.com">jeff@neumanncompanies.com</a>
Premises Ownership	Purchaser [X] owns [ ] leases the premises.	Additional Seller Information	

The Parties entered into a Solar Power Purchase Agreement dated July 26, 2017. The Parties hereby agree to amend the Power Purchase Agreement by deleting the language of section 14(b)(ii) in its entirety and replacing it with the following:

- ii. Purchaser's Insurance. Purchaser shall maintain (A) commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate, (B) employer's liability insurance with coverage of at least \$1,000,000.

The intent of this Amendment is to remove the requirement for the Purchaser to purchase and maintain property insurance on each system and to remove the requirement for the Purchaser to purchase and maintain worker's compensation insurance.

Purchaser: Oneida Nation

Seller: Oneida Nation Solar, LLC.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### Solar Power Purchase Agreement

This Solar Power Purchase Agreement (this “**Agreement**”) is entered into by the parties listed below (each a “**Party**” and collectively the “**Parties**”) as of the date signed by Seller below (the “**Effective Date**”).

<b>Purchaser:</b>		<b>Seller:</b>	
<b>Name and Address</b>	Oneida Nation N7332 Water Circle Place Oneida, WI 54155 Attn: Michael Troge, Environmental Project Manager	<b>Name and Address</b>	Oneida Nation Solar, LLC N27W24075 Paul Ct Suite 200 Pewaukee, WI 53072 Attention: Jeff Knudtson & Michael Troge, Co-managers
<b>Phone</b>	(920) 869-4591	<b>Phone</b>	(262) 547-1200; (920) 869-4572
<b>Fax</b>	(920) 869-1610	<b>Fax</b>	(262) 349-9324; (920) 869-1610
<b>E-mail</b>	mtroge@oneidanation.org	<b>E-mail</b>	<a href="mailto:jeff@neumanncompanies.com">jeff@neumanncompanies.com</a>
<b>Premises Ownership</b>	Purchaser <input checked="" type="checkbox"/> owns <input type="checkbox"/> leases the Premises.  List Premises Owner, if different from Purchaser:	<b>Additional Seller Information</b>	

This Agreement sets forth the terms and conditions of the purchase and sale of solar generated electric energy from the eight solar module systems described in **Exhibits 2A to 2H** (the “**Systems**”) and installed at the Purchaser’s eight facilities described in **Exhibits 2A to 2H** (the “**Facilities**”) at the property where each of the eight Facilities are located described in Exhibits 2A to 2H (the “**Premises**”).

The tables and exhibits listed below are incorporated by reference and made part of this Agreement.

- Exhibit 1** Basic Terms and Conditions (Applies to each System, Facility, and Premise A through H)
- Exhibits 2A-2H** Description of each system, facility, and premise
- Exhibit 3** General Terms and Conditions (Applies to each System, Facility, and Premise A through H)
- Exhibit 4** Form of Memorandum of License
- Exhibit 5** Form of Land Use License

**Table 1: Facilities and Systems**

<b>A</b>	Anna John Resident Centered Care Community	AJRCCC	165.5 kw
<b>B</b>	Elder Service Apartments	ESA	68.3 kw
<b>C</b>	Food Distribution/Pantry	FDP	98.5 kw
<b>D</b>	Irene Moore Activity Center	IMAC	99.8 kw
<b>E</b>	Irene Moore Activity Center Annex	ANNEX	157.5 kw
<b>F</b>	Oneida Community Health Center	OCHC	168.8 kw
<b>G</b>	County H Recreation Center South Array	CHRC South	26.1 kw
<b>H</b>	County H Recreation Center East Array	CHRC East	15.4 kw

**Purchaser:** Oneida Nation

**Seller:** Oneida Nation Solar LLC

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Table 2: Oneida Nation Solar Deployment on Tribal Facilities Site List 7-6-2017**

SYSTEM:	A	B	C	D	E	F	G	H
Building	Anna John Nursing Home	Elder Services	Food Distribution	IMAC	IMAC - Annex	Oneida Community Health Center	County H Rec Center	County H Rec Center
Address	2907 Overland Dr,	2907 S Overland Dr.	N7360 Water Circle	2100 Airport Rd	2100 Airport Rd	525 Airport Rd	N6457 County Rd H	N6457 County Rd H
City	Oneida	Oneida	Oneida	Green Bay	Green Bay	Oneida	Oneida	Oneida
State	WI	WI	WI	WI	WI	WI	WI	WI
Zip Code	54155	54155	54155	54303	54303	54155	54155	54155
Building Use	Health Facility	Office	Warehouse	Casino	Casino	Health Facility	Recreation	Recreation
Electric Supplier	WPS	WPS	WE Energies	WPS	WPS	WPS	WE Energies	WE Energies
Account Number	0402046949-00186	0402048525-00001	4667615101	0402046949-00071	0402046949-00091	0402046949-00092	7250770709	7250770709
Meter #	741964	742110		906257	953578	884103		
Annual Consumption (kWh)	1,463,920	307,080	123,160	1,051,080	1,481,280	1,096,240	60,600	60,600
Annual revenue								38,745
Solar Array Size (kw)	165.5	68.3	98.5	99.8	157.5	168.8	26.1	15.4
Annual Production (kWh)	208,252	88,261	118,931	125,619	200,740	213,467	20,450	18,295
% of Facility Usage	14.2%	28.5%	97.1%	12.0%	13.6%	19.0%	33.7%	30.2%
% of facility usage	14.2%	28.7%	96.6%	12.0%	13.6%	19.5%	33.7%	30.2%
# of modules	494	204	294	298	470	504	78	46
module rated power (kw)	335	335	335	335	335	335	335	335
Racking	Ballasted	Flush - FF	Tilt-up - S5	Ballasted	Ballasted	Ballasted	Flush - S5	Flush - S5
Total Block Count	791	0	0	0	2105	1156	0	0
Roof Type	Adhered EPDM	Arch Shingle	Standing Seam	Adhered EPDM		Ballasted EPDM	Standing Seam	Shingle
Roof Contractor								
Roof install year	2014	2012	1998	1997	2015	2003	2001	2001
Roof Age (yrs)	3	5	19	20	2	14	16	16
Roof replace year	2034	2027	2038	2017	2035	2022	2041	2017
Structural Drawings Complete	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Structure Sufficient	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Service Size	2000A	1200A	(2) 200A	1200A?	1200A	2000A	(2) 200A	(2) 200A
Service Voltage	480	480 & 208	208	208	480	480	240	240
Interconnection	MDP	MDP	CT & Meter	CT cabinet	MDP	MDP	CT & Meter	CT & Meter
Inverters	(5) SE33.3	(2) SE33.3	2) SE33.3 & (1) SE20 w T	SE33.3 & (1) SE20 w	(4) SE33.3	(4) SE33.3	(2) SE10.0 - 240V	(2) SE6.0
Optimizers	P700	P700	P700	P700	P700	P700	P400	P400
Site Emergency Contact	Kevin Rentmeester	Kevin Rentmeester	Becky Demmith	Tim Skenandore	Tim Skenandore	Kevin Rentmeester	Kevin Rentmeester	Kevin Rentmeester
Email/phone	920-869-1059 x2006	920-869-1059 x2006	920-347-0500	920-494-4500 x3442	920-494-4500 x3442	920-869-1059 x2006	920-869-1059 x2006	920-869-1059 x2006
Site Electrical Contact	Kevin Rentmeester	Kevin Rentmeester	Kevin Rentmeester			Kevin Rentmeester	Kevin Rentmeester	Kevin Rentmeester
Email/phone	920-869-1059 x2006	920-869-1059 x2006	920-869-1059 x2006			920-869-1059 x2006	920-869-1059 x2006	920-869-1059 x2006
Site Access Contact			Becky Demmith					
Email/phone			920-347-0500					
Site Security Contact								
Email/phone								

Solar Power Purchase Agreement Between the Oneida Nation and Oneida Nation Solar, LLC  
Page 2 of 25

**Exhibit 1**  
**Basic Terms and Conditions**

1. **Scope:** Exhibit 1 applies to all Systems, A through H.
2. **Term:** Twenty (20) years, beginning on the Commercial Operation Date.
3. **Additional Terms:** Up to two (2) Additional Terms of five (5) years each.
4. **Environmental Incentives and Environment Attributes:** Accrue to Buyer.
5. **Contract Price:**

Contract Year	\$/kWh
1	\$0.081
2	\$0.081
3	\$0.081
4	\$0.081
5	\$0.081
6	\$0.081
7	\$0.081
8	\$0.081
9	\$0.081
10	\$0.081
11	\$0.081
12	\$0.081
13	\$0.081
14	\$0.081
15	\$0.081
16	\$0.081
17	\$0.081
18	\$0.081
19	\$0.081
20	\$0.081

6. **Anticipated Commercial Operation Date:** November 30, 2017
7. **Purchaser Options to Purchase Systems.**  None  or as set forth in Section 15(b).
8. **Systems Installation:**

Includes:	<input checked="" type="checkbox"/> Design, engineering, permitting, installation, monitoring, interconnection application and paperwork processing of the Systems.  <input checked="" type="checkbox"/> Limited Warranty.  <input checked="" type="checkbox"/> List of Approved Subcontractors
Excludes:	Unforeseen groundwork (including, but not limited to, excavation/circumvention of underground obstacles), upgrades or repair to the Facility or utility electrical infrastructure, payment bonds, performance bond(s), prevailing wage construction, tree removal, or tree trimming.



**Exhibit 2A**  
**Description of System A**

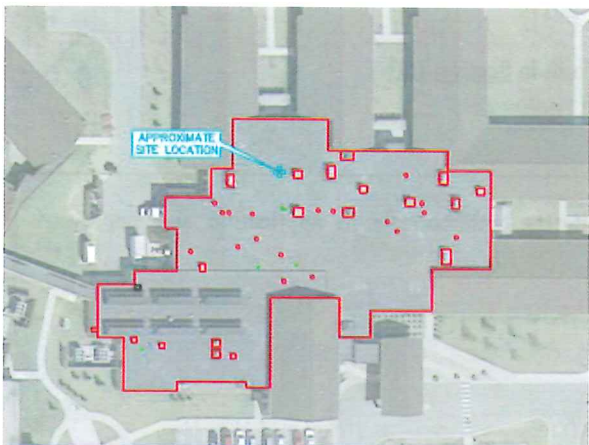
1. **System Location:** AJRCCC, 2907 Overland Road, Oneida, WI 54155
2. **System Size (DC kW):** 165.5 kilowatts
3. **Expected First Year Energy Production (kWh):** 208,252 kilowatt-hours
4. **Expected Structure:**  Ground Mount  Roof Mount  Parking Structure  Other
5. **Expected Module(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
Canadian Solar CSP335 W Poly	494

6. **Expected Inverter(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
SolarEdge 33.3K-US	5

7. **Utility:** Wisconsin Public Service
8. **Delivery Point:** Main Electrical Panel
9. **Facility and System Layout:**



**Aerial of Roof**



**Solar Rendering**

**Exhibit 2B**  
**Description of System B**

1. **System Location:** Elder Service Apartments, 2907 South Overland Road, Oneida, WI 54155
2. **System Size (DC kW):** 68.3 kilowatts
3. **Expected First Year Energy Production (kWh):** 88,261 kilowatt-hours
4. **Expected Structure:**  Ground Mount  Roof Mount  Parking Structure  Other
5. **Expected Module(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
Canadian Solar CSP335 W Poly	204

6. **Expected Inverter(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
SolarEdge 33.3K-US	2

7. **Utility:** Wisconsin Public Service
8. **Delivery Point:** Main Electrical Panel
9. **Facility and System Layout:**



**Solar Rendering**



**System Layout**

**Exhibit 2C**  
**Description of System C**

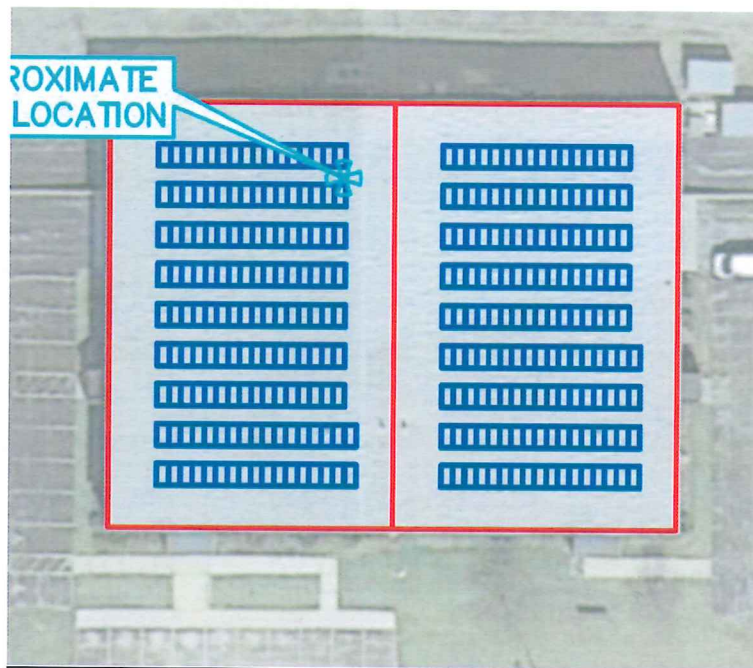
1. **System Location:** Food Distribution, N7360 Water Circle Place, Oneida, WI 54155
2. **System Size (DC kW):** 98.5 kilowatts
3. **Expected First Year Energy Production (kWh):** 118,931 kilowatt-hours
4. **Expected Structure:**  Ground Mount  Roof Mount  Parking Structure  Other
5. **Expected Module(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
Canadian Solar CSP335 W Poly	294

6. **Expected Inverter(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
SolarEdge 33.3K-US	2
SolarEdge 20.0K-US	1

7. **Utility:** WE Energies
8. **Delivery Point:** Main Electrical Panel
9. **Facility and System Layout:**



**System Layout**



**Exhibit 2D**  
**Description of System D**

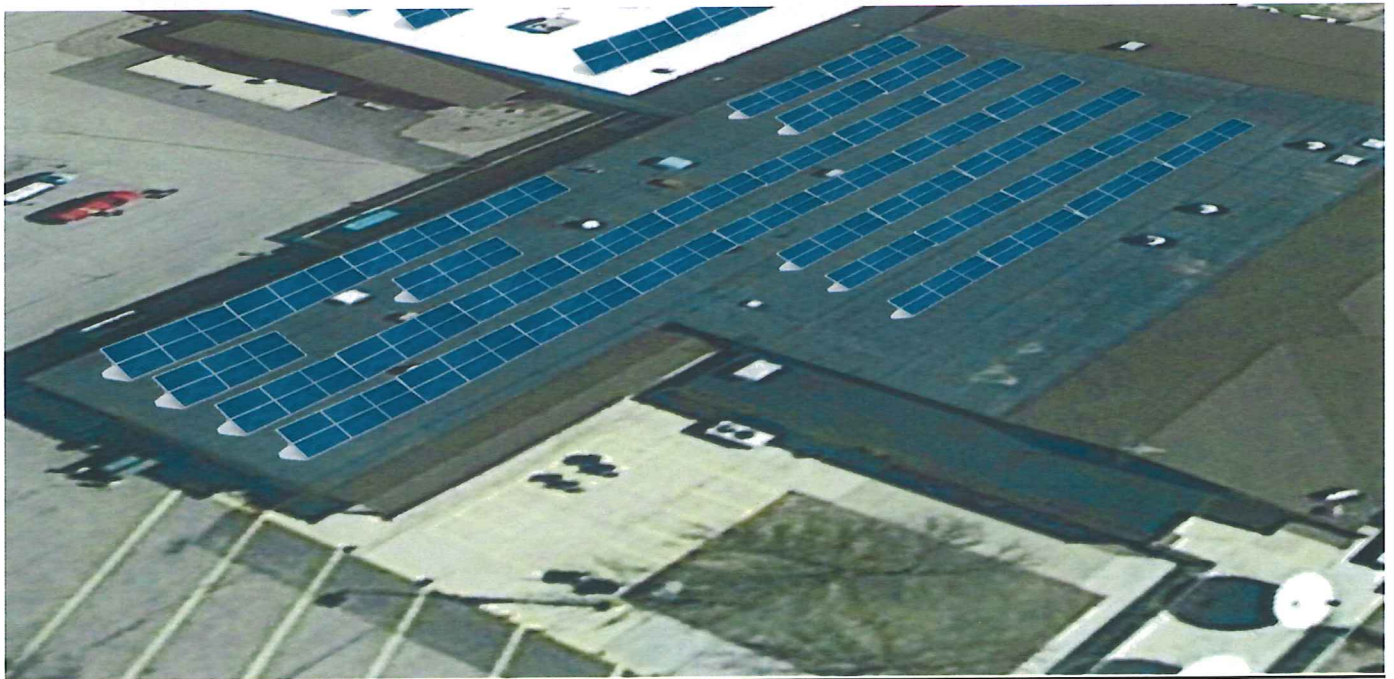
- 1. **System Location:** IMAC, 2100 Airport Road, Green Bay, Wi 54303
- 2. **System Size (DC kW):** 99.8 kilowatts
- 3. **Expected First Year Energy Production (kWh):** 125,619 kilowatt-hours
- 4. **Expected Structure:**  Ground Mount  Roof Mount  Parking Structure  Other
- 5. **Expected Module(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
Canadian Solar CSP335 W Poly	298

- 6. **Expected Inverter(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
SolarEdge 33.3K-US	2
SolarEdge 20.0K-US	1

- 7. **Utility:** Wisconsin Public Service
- 8. **Delivery Point:** Main Electrical Panel
- 9. **Facility and System Layout:**



**Solar Rendering**



**Exhibit 2E**  
**Description of System E**

1. **System Location:** IMAC Annex, 2100 Airport Road, Green Bay, WI 54303
2. **System Size (DC kW):** 157.5 kilowatts
3. **Expected First Year Energy Production (kWh):** 200,740 kilowatt-hours
4. **Expected Structure:**  Ground Mount  Roof Mount  Parking Structure  Other
5. **Expected Module(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
Canadian Solar CSP335 W Poly	470

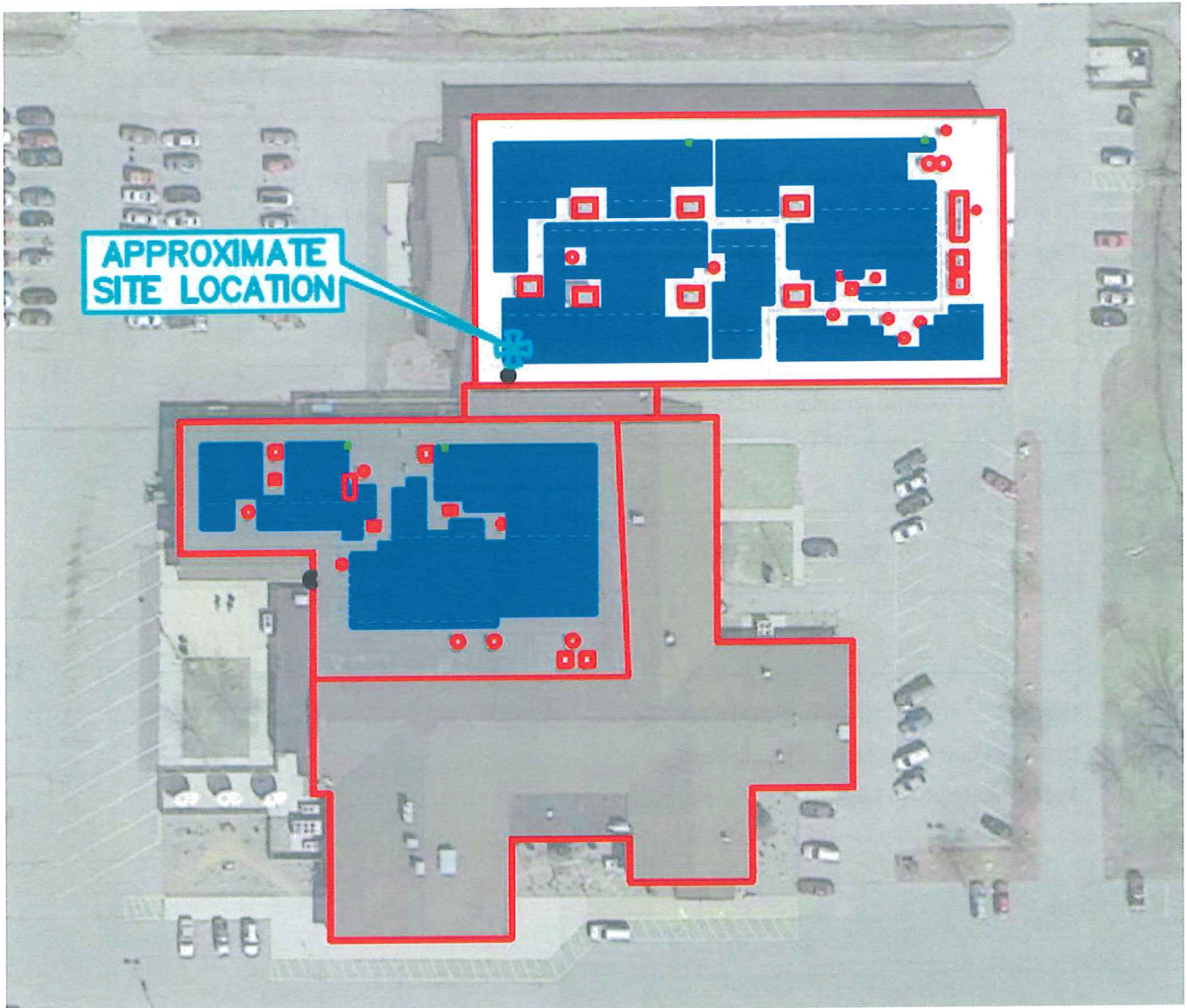
6. **Expected Inverter(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
SolarEdge 33.3K-US	4

7. **Utility:** Wisconsin Public Service
8. **Delivery Point:** Main Electrical Panel
9. **Facility and System Layout:**



**Solar Rendering**



**System Layout, IMAC + Annex**



**Exhibit 2F**  
**Description of System F**

1. **System Location:** ONHC, 525 Airport Road, Oneida, WI 54155
2. **System Size (DC kW):** 168.8 kilowatts
3. **Expected First Year Energy Production (kWh):** 213,467 kilowatt-hours
4. **Expected Structure:**  Ground Mount  Roof Mount  Parking Structure  Other
5. **Expected Module(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
Canadian Solar CSP335 W Poly	504

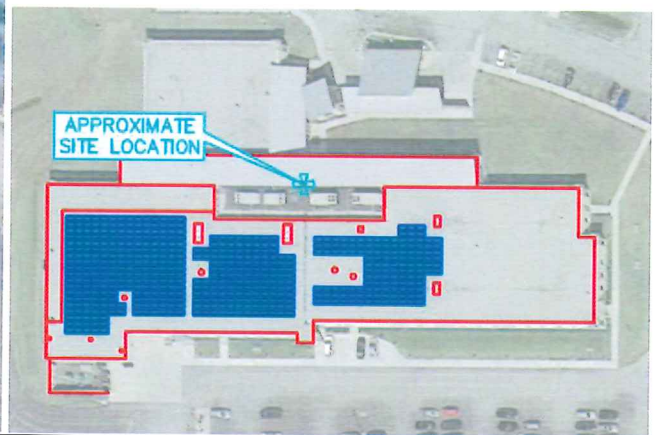
6. **Expected Inverter(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
SolarEdge 33.3K-US	4

7. **Utility:** Wisconsin Public Service
8. **Delivery Point:** Main Electrical Panel
9. **Facility and System Layout:**



**Solar Rendering**



**System Layout**

**Exhibit 2G**  
**Description of System G**

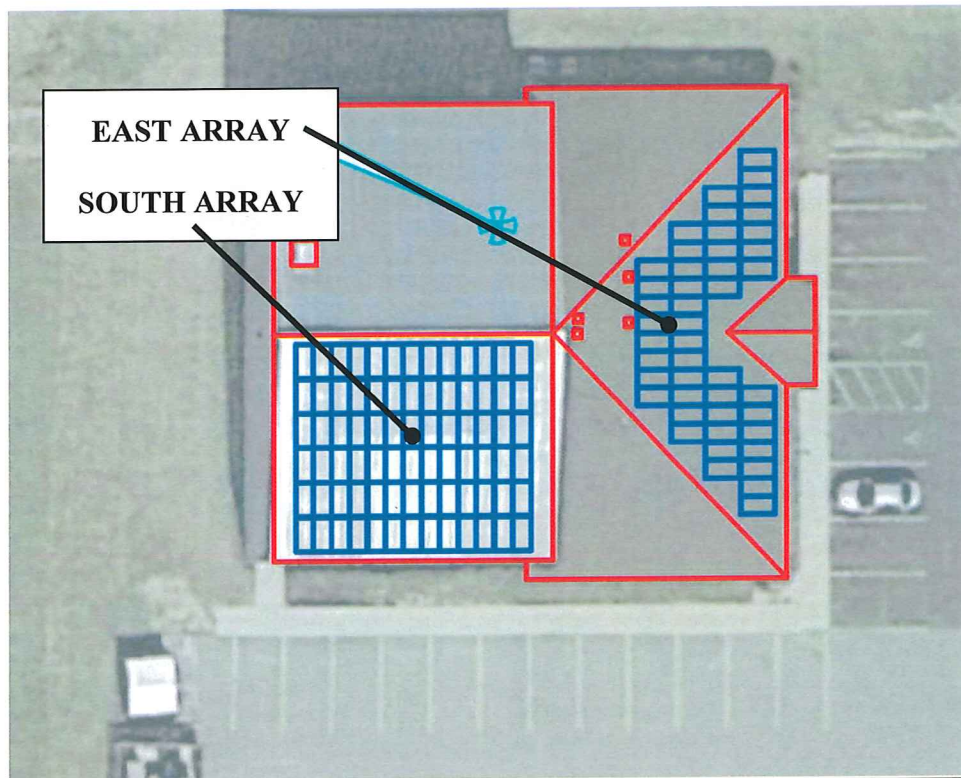
1. **System Location:** CHRC South, N6457 County Hwy H, Oneida, WI 54155
2. **System Size (DC kW):** 26.1 kilowatts
3. **Expected First Year Energy Production (kWh):** 20,450 kilowatt-hours
4. **Expected Structure:**  Ground Mount  Roof Mount  Parking Structure  Other
5. **Expected Module(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
Canadian Solar CSP335 W Poly	78

6. **Expected Inverter(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
SolarEdge 10.0K-US	2

7. **Utility:** WE Energies
8. **Delivery Point:** Main Electrical Panel
9. **Facility and System Layout:**



**System Layout (South + East)**

**Exhibit 2H**  
**Description of System H**

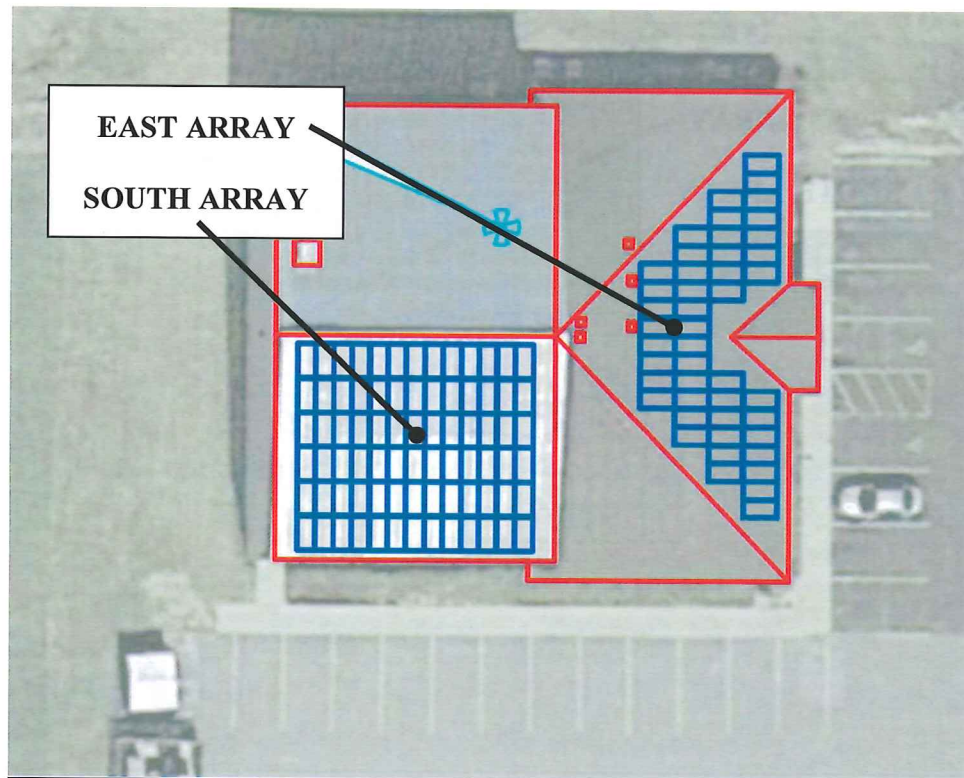
1. **System Location:** CHRC East, N6457 County Hwy H, Oneida, WI 54155
2. **System Size (DC kW):** 15.4 kilowatts
3. **Expected First Year Energy Production (kWh):** 18,295 kilowatt-hours
4. **Expected Structure:**  Ground Mount  Roof Mount  Parking Structure  Other
5. **Expected Module(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
Canadian Solar CSP335 W Poly	46

6. **Expected Inverter(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
SolarEdge 6.0K-US	2

7. **Utility:** WE Energies
8. **Delivery Point:** Main Electrical Panel
9. **Facility and System Layout:**



**System Layout (South + East)**



**Exhibit 3**  
**Solar Power Purchase Agreement**  
**General Terms and Conditions**

*August 8, 2013 Solar Energy Finance Association Version 1.0*

1. **Definitions and Interpretation:** Unless otherwise defined or required by the context in which any term appears: (a) the singular includes the plural and vice versa; (b) the words “herein,” “hereof” and “hereunder” refer to this Agreement as a whole and not to any particular section or subsection of this Agreement; (c) references to any agreement, document or instrument mean such agreement, document or instrument as amended, modified, supplemented or replaced from time to time; and (d) the words “include,” “includes” and “including” mean include, includes and including “without limitation.” The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.
2. **Purchase and Sale of Electricity.** Purchaser shall purchase from Seller, and Seller shall sell to Purchaser, all of the electric energy generated by System A through System H (the “Systems”) during the Initial Term and any Additional Term (as defined in **Exhibit 1**, and collectively the “Term”). Electric energy generated by the System will be delivered to Purchaser at the delivery point identified on **Exhibits 2A through 2H** (the “Delivery Point”) for each System. Purchaser shall take title to the electric energy generated by the System at the Delivery Point for each System, A through H, and risk of loss will pass from Seller to Purchaser at the Delivery Point for each System. Purchaser may purchase electric energy for each Facility from other sources if the Purchaser's electric requirements at such Facility exceed the output of that Facility's System. Any purchase, sale and/or delivery of electric energy generated by the Systems prior to the Commercial Operation Date shall be treated as purchase, sale and/or delivery of limited amounts of test energy only and shall not indicate that the Systems have been put in commercial operation by the purchase, sale and/or delivery of such test energy.
3. **Term**
  - a. **Initial Term.** The initial term (“Initial Term”) of this Agreement shall commence on the Commercial Operation Date (as defined below) and continue for the length of time specified in **Exhibit 1**, unless earlier terminated as provided for in this Agreement. The “Commercial Operation Date” is the date Seller gives Purchaser written notice that the Systems are mechanically complete and capable of providing electric energy to the Delivery Points. Such notice shall be deemed effective unless Purchaser reasonably objects within five (5) days of the date of such notice. Upon Purchaser's request, Seller will give Purchaser copies of certificates of completion or similar documentation from Seller's contractor and the interconnection or similar agreement with the entity authorized and required under applicable law to provide electric distribution service to Purchaser at each Facility (the “Utility”), as set forth on **Exhibits 2A through 2H**. This Agreement is effective as of the Effective Date and Purchaser's failure to enable Seller to provide the electric energy by preventing it from installing the Systems or otherwise not performing shall not excuse Purchaser's obligations to make payments that otherwise would have been due under this Agreement.
  - b. **Additional Terms.** Prior to the end of the Initial Term or of any applicable Additional Term, as defined below, if Purchaser has not exercised its option to purchase the Systems, either Party may give the other Party written notice of its desire to extend this Agreement on the terms and conditions set forth herein for the number and length of additional periods specified in **Exhibit 1** (each such additional period, an “Additional Term”). Such notice shall be given, if at all, not more than one hundred twenty (120) and not less than sixty (60) days before the last day of the Initial Term or the then current Additional Term, as applicable. The Party receiving the notice requesting an Additional Term shall respond positively or negatively to that request in writing within thirty (30) days after receipt of the request. Failure to respond within such thirty (30) day period shall be deemed a **rejection** of the offer for an Additional Term. If both Parties agree to an Additional Term, the Additional Term shall begin immediately upon the conclusion of the Initial Term or the then current term on the same terms and conditions as set forth in this Agreement. If the Party receiving the request for an Additional Term rejects or is deemed to reject the first Party's offer, this Agreement shall terminate at the end of the Initial Term (if the same has not been extended) or the then current Additional Term.
4. **Billing and Payment.**
  - a. **Monthly Charges.** Purchaser shall pay Seller monthly for the electric energy generated by the System and delivered to the Delivery Point at the \$/kWh rate shown in **Exhibit 1** (the “Contract Price”). The monthly payment for such energy will be equal to the applicable \$/kWh rate multiplied by the number of kWh of energy generated during the applicable month, as measured by each System's meter.

- b. **Monthly Invoices.** Seller shall invoice Purchaser monthly, either manually or through ACH. Such monthly invoices shall state (i) the amount of electric energy produced by each System and delivered to each Delivery Point, (ii) the rates applicable to, and charges incurred by, Purchaser under this Agreement and (iii) the total amount due from Purchaser. The Contract Price includes ACH invoicing. If manual invoicing is required, a twenty five dollar (\$25) handling charge will be added to each invoice.
- c. **Payment Terms.** All amounts due under this Agreement shall be due and payable net twenty (20) days from receipt of invoice. Any undisputed portion of the invoice amount not paid within the twenty (20) day period shall accrue interest at the annual rate of two and one-half percent (2.5%) over the prime rate (but not to exceed the maximum rate permitted by law).
- d. **Taxes.** The Purchaser, being a sovereign nation, is exempt from any State Sales and Use Tax as recognized in the Wisconsin Tax Act of 2009 and codified at Wisconsin Statutes Section 77.54(9a)(ed). As such, Seller will not charge the Purchaser for any such taxes and will further work with the Purchaser to assure that all purchases have exemption applied to them where applicable. Tax Exempt Documentation shall be provided by the Purchaser to Seller upon request.

5. **Environmental Attributes and Environmental Incentives.**

Unless otherwise specified on **Exhibit 1**, Purchaser is the owner of all Environmental Attributes and Environmental Incentives. Seller is entitled to the benefit of all Tax Credits. Purchaser's purchase of electricity under this Agreement does include Environmental Attributes and Environmental Incentives. Tax Credits or any other attributes of ownership and operation of the Systems, shall be retained by Seller. Purchaser shall cooperate with Seller in obtaining, securing and transferring all the benefits of all Tax Credits, including by using the electric energy generated by the Systems.. Purchaser shall not be obligated to incur any out-of-pocket costs or expenses in connection with such actions unless reimbursed by Seller.

"**Environmental Attributes**" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the Systems, the production of electrical energy from the System and its displacement of conventional energy generation, including (a) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (b) any avoided emissions of carbon dioxide (CO2), methane (CH4), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (c) the reporting rights related to these avoided emissions, such as Green Tag Reporting Rights and Renewable Energy Credits. Green Tag Reporting Rights are the right of a party to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party, and include Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Environmental Attributes do not include Environmental Incentives and Tax Credits. Purchaser and Seller shall file all tax returns in a manner consistent with this Section 5. Without limiting the generality of the foregoing, Environmental Attributes include carbon trading credits, renewable energy credits or certificates, emissions reduction credits, investment credits, emissions allowances, green tags, tradeable renewable credits and Green-e® products.

"**Environmental Incentives**" means any and all credits, rebates, subsidies, payments or other incentives that relate to self-generation of electricity, the use of technology incorporated into the Systems, environmental benefits of using the Systems, or other similar programs available from the Utility, any other regulated entity, the manufacturer of any part of the Systems or any Governmental Authority.

"**Governmental Authority**" means any national, state, tribal or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity (including the Federal Energy Regulatory Commission, the Oneida Tribe of Indians of Wisconsin Executive Council, or the Wisconsin Public Service Commission), or any arbitrator with authority to bind a party at law.

"**Tax Credits**" means any and all (a) investment tax credits, (b) production tax credits and (c) similar tax credits or grants under federal, state or local law relating to the construction, ownership or production of energy from the Systems.

**6. Conditions to Obligations.**

- a. **Conditions to Seller's Obligations.** Seller's obligations under this Agreement are conditioned on the completion of the following conditions:
- i. Prior to Seller commencing construction and installation of the Systems, Seller shall have received (A) proof of insurance for all insurance required to be maintained by Purchaser under this Agreement, (B) written confirmation from any person holding a mortgage, lien or other encumbrance over the Premises or the Facility, as applicable, that such person will recognize Seller's rights under this Agreement for as long Seller is not in default hereunder and (C), Land Use License issued by Purchaser.
- b. **Conditions to Purchaser's Obligations.**
- i. Purchaser's obligations under Section 4 are conditioned on the occurrence of the Commercial Operation Date for the Systems.
- c. **Failure of Conditions.** If any of the conditions listed in subsections (a) or (b) above are not satisfied by the applicable dates specified in those subsections, the Parties will attempt in good faith to negotiate new dates for the satisfaction of the failed conditions.

**7. Seller's Rights and Obligations.**

- a. **Permits and Approvals.** Seller, with Purchaser's reasonable cooperation, shall use commercially reasonable efforts to obtain, at its sole cost and expense:
- i. any land use and building permits required to construct, install and operate each System; and
  - ii. any agreements and approvals from the Utility necessary in order to interconnect each System to that Facility's electrical system and/or the Utility's electric distribution system.
- Purchaser shall cooperate with Seller's reasonable requests to assist Seller in obtaining such agreements, permits and approvals.
- b. **Standard System Repair and Maintenance.** Seller shall construct and install each System, A through H, at its respective Facility. During the Term, Seller will operate and perform all routine and emergency repairs to, and maintenance of, the Systems at its sole cost and expense, except for any repairs or maintenance resulting from Purchaser's negligence, willful misconduct or breach of this Agreement. Seller shall not be responsible for any work done by others on any part of the Systems unless Seller authorizes that work in advance in writing. Seller shall not be responsible for any loss, damage, cost or expense arising out of or resulting from improper environmental controls or improper operation or maintenance of the Systems by anyone other than Seller or Seller's contractors. If any System requires repairs for which Purchaser is responsible, Purchaser shall pay Seller for diagnosing and correcting the problem at Seller or Seller's contractors' then current standard rates. Seller shall provide Purchaser with reasonable notice prior to accessing the Facility to make standard repairs.
- c. **Non-Standard System Repair and Maintenance.** If Seller incurs incremental costs to maintain any System due to conditions at the Facility or due to the inaccuracy of any information provided by Purchaser and relied upon by Seller, the pricing, schedule and other terms of this Agreement will be equitably adjusted to compensate for any work in excess of normally expected work required to be performed by Seller. In such event, the Parties will negotiate such equitable adjustment in good faith.
- d. **Breakdown Notice.** Seller shall notify Purchaser within twenty-four (24) hours following Seller's discovery of (i) any material malfunction in the operation of any System or (ii) an interruption in the supply of electrical energy from any System. Purchaser and Seller shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Seller's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays. Purchaser shall notify Seller immediately upon the discovery of an emergency condition affecting any System.
- e. **Suspension.** Notwithstanding anything to the contrary herein, Seller shall be entitled to suspend delivery of electricity from any System to its Delivery Point for the purpose of maintaining and repairing the System and such suspension of service shall not constitute a breach of this Agreement; provided, that Seller shall use commercially reasonable efforts to minimize any interruption in service to the Purchaser.



- f. **Use of Contractors and Subcontractors.** Seller shall be permitted to use contractors and subcontractors to perform its obligations under this Agreement, provided however, that such contractors and subcontractors shall be duly licensed and shall provide any work in accordance with applicable industry standards. Notwithstanding the foregoing, Seller shall continue to be responsible for the quality of the work performed by its contractors and subcontractors.
- g. **Liens and Payment of Contractors and Suppliers.** Seller shall pay when due all valid charges from all contractors, subcontractors and suppliers supplying goods or services to Seller under this Agreement and shall keep all of the Facility(ies) free and clear of any liens related to such charges. Seller shall indemnify Purchaser for all claims, losses, damages, liabilities and expenses resulting from any liens filed against the Facility(ies) or the Premises in connection with such charges; provided, however, that Seller shall have the right to contest any such lien, so long as it provides a statutory bond or other reasonable assurances of payment that either remove such lien from title to the Facility (ies) and the Premises or that assure that any adverse judgment with respect to such lien will be paid without affecting title to the Facility(ies) and the Premises.
- h. **Warranty.** Seller warrants to Purchaser that the Systems will be in good quality and for the five years after the Commercial Operation Date will be free from defects. Seller's warranty excludes remedy for damage or defect caused by abuse or modifications not executed by the Seller or its contractors or subcontractors or normal wear and tear under normal usage. Seller shall also pursue and enforce all rights and remedies available under the manufacturer' warranties on the components of each System. The remedies set forth in the agreement shall be Purchaser's sole and exclusive remedies against Seller for any claim or liability under this Agreement, whether arising in contract, tort (including negligence), strict liability or otherwise.
- i. **Compliance with Department of Energy Grant.** Seller understands that the Purchaser has received a substantial grant from the U.S. Department of Energy (the "Grant") for the Systems. Seller agrees that it and all its contractors and subcontractors will act in accordance with all the terms and conditions of that Grant, which are included in Exhibit 4. Seller represents and warrants that neither it nor any of its contractors or subcontractor have been, or currently are, barred or suspended from working on projects with Department of Energy grants and/or other projects where federal agencies participate. Seller shall notify Purchaser if Seller or any of its contractors or subcontractors become barred or suspended. Seller shall indemnify Purchaser if the actions or inactions of Seller or its contractors or subcontractors cause Purchaser to lose or to be required to repay any portion of the Grant.

8. **Purchaser's Rights and Obligations.**

- a. **OSHA Compliance.** Both parties shall ensure that all Occupational Safety and Health Act (OSHA) requirements and other similar applicable worker safety and health laws or codes are adhered to in their performance under this Agreement.
- b. **Maintenance of Facilities.** Purchaser shall, at its sole cost and expense, maintain each Facility in good condition and repair. Purchaser will ensure that the Facility remains interconnected to the local utility grid at all times and will not permit cessation of electric service to any Facility from the local utility. Purchaser is fully responsible for the maintenance and repair of each Facility's electrical system and of all of Purchaser's equipment that utilizes that System's outputs. Purchaser shall properly maintain in full working order all of Purchaser's electric supply or generation equipment that Purchaser may shut down while utilizing any System. Purchaser shall promptly notify Seller of any matters of which it is aware pertaining to any damage to or loss of use of any System or that could reasonably be expected to adversely affect any System.
- c. **No Alteration of Facility.** Purchaser shall not make any alterations or repairs to the Facilities which could adversely affect the operation and maintenance of the Systems without Seller's prior written consent. If Purchaser wishes to make such alterations or repairs, Purchaser shall give prior written notice to Seller, setting forth the work to be undertaken (except for emergency repairs, for which notice may be given by telephone), and give Seller the opportunity to advise Purchaser in making such alterations or repairs in a manner that avoids damage to the Systems, but, notwithstanding any such advice, Purchaser shall be responsible for all damage to the Systems caused by Purchaser or its contractors. To the extent that temporary disconnection or removal of the Systems is necessary to perform such alterations or repairs, such work and any replacement of the Systems after completion of Purchaser's alterations and repairs, shall be done by Seller or its contractors at Purchaser's cost. All of Purchaser's alterations and repairs will be done in a good and workmanlike manner and in compliance with all applicable laws, codes and permits.
- d. **Outages.** Purchaser shall be permitted to have each of the Facilities off line for a total of forty-eight (48) daylight hours (each, a "**Scheduled Outage**") per calendar year during the Term, during which days Purchaser shall not be obligated to accept or pay for electricity from the System; provided, however, that Purchaser must notify Seller in

writing of each such Scheduled Outage at least forty-eight (48) hours in advance of the commencement of a Scheduled Outage. In the event that Scheduled Outages exceed a total of forty-eight (48) daylight hours per calendar year or there are unscheduled outages, in each case for a reason other than a Force Majeure event, Seller shall reasonably estimate the amount of electricity that would have been delivered to Purchaser during such excess Scheduled Outages or unscheduled outages and shall invoice Purchaser for such amount in accordance with Section 4.

- e. **Liens.** Purchaser shall not directly or indirectly cause, create, incur, assume or allow to exist any mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on or with respect to the System or any interest therein. Purchaser shall immediately notify Seller in writing of the existence of any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim, shall promptly cause the same to be discharged and released of record without cost to Seller, and shall indemnify Seller against all costs and expenses (including reasonable attorneys' fees) incurred in discharging and releasing any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim
- f. **Security.** Purchaser shall be responsible for using commercially reasonable efforts to maintain the physical security of each Facility and each System against known risks and risks that should have been known by Purchaser. Purchaser will not conduct activities on, in or about the Premises or any Facility that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the Systems.
- g. **Insolation.** Purchaser understands that unobstructed access to sunlight ("**Insolation**") is essential to Seller's performance of its obligations and a material term of this Agreement. Purchaser shall not in any way cause and, where possible, shall not in any way permit any interference with each System's Insolation. If Purchaser becomes aware of any activity or condition that could diminish the Insolation of the Systems, Purchaser shall notify Seller immediately and shall cooperate with Seller in preserving the Systems' existing Insolation levels.
- h. **Data Line.** Purchaser shall provide Seller a high speed internet data line during the Term to enable Seller to record the electric energy generated by the Systems. If Purchaser fails to provide such high speed internet data line, or if such line ceases to function and is not repaired, Seller may reasonably estimate the amount of electric energy that was generated and invoice Purchaser for such amount in accordance with Section 4.
- i. **Breakdown Notice.** Purchaser shall notify Seller within seventy-two (72) hours following the discovery by it of (i) any material malfunction in the operation of any System; or (ii) any occurrences that could reasonably be expected to adversely affect any System. Purchaser shall notify Seller immediately upon (i) an interruption in the supply of electrical energy from any System; or (ii) the discovery of an emergency condition respecting any System.

9. **Relocation of System.**

- a. **System Relocation.** If Purchaser ceases to conduct business operations at any Facility, or otherwise vacates Facility prior to the expiration of the Term, Purchaser shall have the option to provide Seller with a mutually agreeable substitute premises located within the same Utility district as the terminated System or in a location with similar Utility rates and Insolation. Purchaser shall provide written notice at least sixty (60) days but not more than one hundred eighty (180) days prior to the date that it wants to make this substitution. In connection with such substitution, Purchaser shall execute an amended agreement that shall have all of the same terms as this Agreement except for the (i) Effective Date; (ii) Term, which will be equal to the remainder of the Term of this Agreement calculated starting at the shutdown of the System pursuant to such relocation, and shall toll until the relocated System achieves commercial operation of such new location. Such amended agreement shall be deemed to be a continuation of this Agreement without termination.
- b. **Costs of Relocation.** Purchaser shall pay all costs associated with relocation of any System, including all costs and expenses incurred by or on behalf of Seller in connection with removal of the System from the Facility and installation and testing of the System at the substitute facility.
- c. **Adjustment for Insolation; Termination.** Seller shall remove the System from the vacated Facility prior to the termination of Purchaser's ownership, lease or other rights to use such Facility. Seller will not be required to restore the Facility to its prior condition but shall promptly pay Purchaser for any damage caused by Seller during removal of the System, but not for normal wear and tear. If the substitute facility has inferior Insolation as compared to the original Facility, Seller shall have the right to make an adjustment to Exhibit 1 such that Purchaser's payments to Seller are the same as if the System were located at the original Facility. If Purchaser is unable to provide such substitute facility and to relocate the System as provided, any early termination will be treated as a default by Purchaser.

10. **Removal of Systems at Expiration.**

Upon the expiration or earlier termination of this Agreement (provided Purchaser does not exercise its purchase option), Seller shall, at its expense, remove all of its tangible property comprising the System from each Facility on a mutually convenient date, but in no event later than 60 days after the expiration of the Term. Excluding ordinary wear and tear, the Facility shall be returned to its original condition including the removal of each System mounting pads or other support structures. In no case shall Seller's removal of any System affect the integrity of Purchaser's roof, which shall be as leak proof as it was prior to removal of the System and shall be flashed and/or patched to existing roof specifications. Seller shall leave each Facility in neat and clean order. If Seller fails to remove or commence substantial efforts to remove each System by such agreed upon date, Purchaser shall have the right, at its option, to remove each System to a public warehouse and restore each Facility to its original condition (other than ordinary wear and tear) at Seller's cost. Purchaser shall provide sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during each System's removal.

11. **Measurement.**

Seller shall install one or more meter(s), as Seller deems appropriate, at or immediately before each Delivery Point to measure the output of each System. Such meter shall meet the general commercial standards of the solar photovoltaic industry or the required standard of the Utility. Seller shall maintain the meter(s) in accordance with industry standards.

12. **Default, Remedies and Damages.**

a. **Default.** Any Party that fails to perform its responsibilities as listed below or experiences any of the circumstances listed below shall be deemed a "**Defaulting Party**" and each event of default shall be a "**Default Event**":

- i. failure of a Party to pay any amount greater than ten thousand dollars (\$10,000) due and payable under this Agreement, other than an amount that is subject to a good faith dispute, within thirty (30) days following receipt of written notice from the other Party (the "**Non-Defaulting Party**") of such failure to pay ("**Payment Default**");
- ii. failure of a Party to substantially perform any other material obligation under this Agreement within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure; provided, that such thirty (30) day cure period shall be extended (but not beyond ninety (90) days) if and to the extent reasonably necessary to cure the Default Event, if (A) the Defaulting Party initiates such cure with the thirty (30) day period and continues such cure to completion and (B) there is no material adverse affect on the Non-Defaulting Party resulting from the failure to cure the Default Event;
- iii. if any representation or warranty of a Party proves at any time to have been incorrect in any material respect when made and is material to the transactions contemplated hereby, if the effect of such incorrectness is not cured within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure;
- iv. Purchaser loses its rights to occupy and enjoy the Premises;
- v. a Party becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect; or
- vi. Purchaser prevents Seller from installing any System or otherwise failing to perform in a way that prevents the delivery of electric energy from any System. Such Default Event shall not excuse Purchaser's obligations to make payments that otherwise would have been due under this Agreement.
- vii. Purchaser revokes Land Use License at any time without cause.
- viii.

b. **Remedies.**

- i. **Remedies for Payment Default.** If a Payment Default occurs, the Non-Defaulting Party may suspend performance of its obligations under this Agreement. Further, the Non-Defaulting Party may pursue any

remedy under this Agreement, at law or in equity, including an action for damages and termination of this Agreement, upon five (5) days prior written notice to the Defaulting Party following the Payment Default.

- ii. Remedies for Other Defaults. On the occurrence of a Default Event other than a Payment Default, the Non-Defaulting Party may pursue any remedy under this Agreement, at law or in equity, including an action for damages and termination of this Agreement or suspension of performance of its obligations under this Agreement, upon five (5) days prior written notice to the Defaulting Party following the occurrence of the Default Event. Nothing herein shall limit either Party's right to collect damages upon the occurrence of a breach or a default by the other Party that does not become a Default Event.
- iii. Damages Upon Termination by Default. Upon a termination of this Agreement by the Non-Defaulting Party as a result of a Default Event by the Defaulting Party, the Defaulting Party shall pay a Termination Payment to the Non-Defaulting Party determined as follows (the "**Termination Payment**"):
  - A. Purchaser. If Purchaser is the Defaulting Party, but only if it terminates a land use license without cause and prevents Seller access to one or more of the Systems and Seller terminates this Agreement, the Termination Payment to Seller shall be equal to the sum of (1) reasonable compensation, on a net after tax basis assuming a tax rate of forty percent (40%), for the loss or recapture of (a) the investment tax credit equal to thirty percent (30%) of each System's value; (b) MACRS accelerated depreciation equal to eighty five percent (85%) of each System's value, (c) loss of any Environmental Attributes or Environmental Incentives that accrue or are otherwise assigned to Seller pursuant to the terms of this Agreement (Seller shall furnish Purchaser with a detailed calculation of such compensation if such a claim is made), (d) other financing and associated costs not included in (a), (b) and (c), (2) the net present value (using a discount rate of (4%) of the projected payments over the Term post-termination, had the Term remained effective for the full Initial Term, (3) any and all other amounts previously accrued under this Agreement and then owed by Purchaser to Seller. The Parties agree that actual damages to Seller in the event this Agreement terminates prior to the expiration of the Term as the result of a Default Event by Purchaser would be difficult to ascertain, and the applicable Termination Payment is a reasonable approximation of the damages suffered by Seller as a result of early termination of this Agreement. The Termination Payment shall not be less than zero.
  - B. Seller. If Seller is the Defaulting Party and Purchaser terminates this Agreement, the Termination Payment to Purchaser shall be equal to the sum of (1) the net present value (using a discount rate of (4%) of the excess, if any, of the reasonably expected cost of electric energy from the Utility over the Contract Price for the reasonably expected production of the Systems for the remainder of the Initial Term or the then current Additional Term, as applicable; (2) all costs reasonably incurred by Purchaser in re-converting its electric supply to service from the Utility; (3) any removal costs incurred by Purchaser, and (4) any and all other amounts previously accrued under this Agreement and then owed by Seller to Purchaser. The Termination Payment shall not be less than zero.

### 13. Representations and Warranties.

- a. General Representations and Warranties. Each Party represents and warrants to the other the following:
  - i. Such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such Party of this Agreement have been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, and do not and shall not violate any law; and this Agreement is valid obligation of such Party, enforceable against such Party in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).
  - ii. Such Party has obtained all licenses, authorizations, consents and approvals required by any Governmental Authority or other third party and necessary for such Party to own its assets, carry on its business and to execute and deliver this Agreement; and such Party is in compliance with all laws that relate to this Agreement in all material respects.



- b. **Purchaser's Representations and Warranties.** Purchaser represents and warrants to Seller the following:
- i. **Other Agreements.** Neither the execution and delivery of this Agreement by Purchaser nor the performance by Purchaser of any of its obligations under this Agreement conflicts with or will result in a breach or default under any agreement or obligation to which Purchaser is a party or by which Purchaser or the Facility is bound.
  - ii. **Purchaser Status.** Purchaser is not a public utility or a public utility holding company and is not subject to regulation as a public utility or a public utility holding company.
  - iii. **No Pool Use.** No electricity generated by the Systems will be used to heat a swimming pool.

14. **System and Facility Damage and Insurance.**

- a. **System and Facility Damage.**
- i. **Seller's Obligations.** If any System is damaged or destroyed other than by Purchaser's gross negligence or willful misconduct, Seller shall promptly repair and restore that System to its pre-existing condition.
  - ii. **Purchaser's Obligations.** If any Facility is damaged or destroyed by casualty of any kind or any other occurrence other than Seller's gross negligence or willful misconduct, such that the operation of the associated System and/or Purchaser's ability to accept the electric energy produced by each System are materially impaired or prevented, Purchaser shall promptly repair and restore the Facility to its pre-existing condition; provided, however, that if more than 50% of the Facility is destroyed during the last five years of the Initial Term or during any Additional Term, Purchaser may elect either (A) to restore the Facility or (B) to pay the Termination Payment and all other costs previously accrued but unpaid under this Agreement and thereupon terminate this Agreement.
- b. **Insurance Coverage.** At all times during the Term, Seller and Purchaser shall maintain the following insurance:
- i. **Seller's Insurance.** Seller shall maintain (A) property insurance on each System for the replacement cost thereof, (B) commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate, (C) employer's liability insurance with coverage of at least \$1,000,000 and (iv) workers' compensation insurance as required by law.
  - ii. **Purchaser's Insurance.** Purchaser shall maintain (A) property insurance on the System for the replacement cost thereof, (B) commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate, (C) employer's liability insurance with coverage of at least \$1,000,000 and (iv) workers' compensation insurance as required by law.
- c. **Policy Provisions.** All insurance policies provided hereunder shall (i) contain a provision whereby the insurer agrees to give the party not providing the insurance (A) not less than ten (10) days written notice before the insurance is cancelled, or terminated as a result of non-payment of premiums, or (B) not less than thirty (30) days written notice before the insurance is otherwise cancelled or terminate, (ii) be written on an occurrence basis, and (iii) be maintained with companies either rated no less than A- as to Policy Holder's Rating in the current edition of A.M. Best's Insurance Guide or otherwise reasonably acceptable to the other party.
- d. **Certificates.** Upon execution of this Agreement, each Party shall deliver the other party certificates of insurance evidencing the above required coverage.
- e. **Deductibles.** Unless and to the extent that a claim is covered by an indemnity set forth in this Agreement, each Party shall be responsible for the payment of its own deductibles.

**15. Ownership; Option to Purchase.**

- a. **Ownership of Systems.** Throughout the Term (except as otherwise permitted in ), Seller shall be the legal and beneficial owner of the Systems at all times, and the Systems shall remain the personal property of Seller and shall not attach to or be deemed a part of, or fixture to, the Facility or the Premises. Each of the Seller and Purchaser agree that the Seller is the tax owner of the Systems and all tax filings and reports will be filed in a manner consistent with this Agreement. The Systems shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Purchaser covenants that it will use commercially reasonable efforts to place all parties having an interest in or a mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on the Facilities or the Premises on notice of the ownership of the Systems and the legal status or classification of the Systems as personal property. If there is any mortgage or fixture filing against the Premises which could reasonably be construed as prospectively attaching to the System as a fixture of the Premises, Purchaser shall provide a disclaimer or release from such lienholder.
- b. **Option to Purchase.** At the end of the tenth (10th) Contract Years and at the end of the Initial Term and each Additional Term, so long as Purchaser is not in default under this Agreement, Purchaser may purchase the System from Seller on any such date for a purchase price equal to the Fair Market Value of the Systems. Purchaser must provide a notification to Seller of its intent to purchase at least ninety (90) days and not more than one hundred eighty (180) days prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable, and the purchase shall be complete prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable.
- c. **Determination of Fair Market Value.** “Fair Market Value” means, in Seller’s reasonable determination, the greater of: (i) the amount that would be paid in an arm’s length, free market transaction, for cash, between an informed, willing seller and an informed willing buyer, neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age, condition and performance of the System and advances in solar technology, provided that installed equipment shall be valued on an installed basis, shall not be valued as scrap if it is functioning and in good condition and costs of removal from a current location shall not be a deduction from the valuation. Seller shall determine Fair Market Value within thirty (30) days after Purchaser has exercised its option to Purchase the Systems. Seller shall give written notice to Purchaser of such determination, along with a full explanation of the calculation of Fair Market Value, including without limitation, an explanation of all assumptions, figures and values used in such calculation and factual support for such assumptions, figures and values. If Purchaser reasonably objects to Seller’s determination of Fair Market Value within thirty (30) days after Seller has provided written notice of such determination, the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine the Fair Market Value of the Systems. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value of the Systems based on the formulation set forth herein, and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser shall be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally. Upon purchase of the Systems, Purchaser will assume complete responsibility for the operation and maintenance of the Systems and liability for the performance of the Systems, and Seller shall have no further liabilities or obligations hereunder.

**16. Indemnification and Limitations of Liability.**

- a. **General.** Each Party (the “Indemnifying Party”) shall defend, indemnify and hold harmless the other Party and the directors, officers, shareholders, partners, members, agents and employees of such other Party, and the respective affiliates of each thereof (collectively, the “Indemnified Parties”), from and against all loss, damage, expense, liability and other claims, including court costs and reasonable attorneys’ fees (collectively, “Liabilities”) resulting from any third party actions relating to the breach of any representation or warranty set forth in Section 13 and from injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnifying Party (or its contractors, agents or employees) in connection with this Agreement; provided, however, that nothing herein shall require the Indemnifying Party to indemnify the Indemnified Party for any Liabilities to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnified Party. This Section 16(a) however, shall not apply to liability arising from any form of hazardous substances or other environmental contamination, such matters being addressed exclusively by Section 16(c).
- b. **Notice and Participation in Third Party Claims.** The Indemnified Party shall give the Indemnifying Party written notice with respect to any Liability asserted by a third party (a “Claim”), as soon as possible upon the receipt of information of any possible Claim or of the commencement of such Claim. The Indemnifying Party may assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party. The Indemnified Party may, however, select separate counsel if

both Parties are defendants in the Claim and such defense or other form of participation is not reasonably available to the Indemnifying Party. The Indemnifying Party shall pay the reasonable attorneys' fees incurred by such separate counsel until such time as the need for separate counsel expires. The Indemnified Party may also, at the sole cost and expense of the Indemnifying Party, assume the defense of any Claim if the Indemnifying Party fails to assume the defense of the Claim within a reasonable time. Neither Party shall settle any Claim covered by this Section 16(b) unless it has obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Indemnifying Party shall have no liability under this Section 16(b) for any Claim for which such notice is not provided if that the failure to give notice prejudices the Indemnifying Party.

c. **Environmental Indemnification.** Seller shall indemnify, defend and hold harmless all of Purchaser's Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance (as defined in Section 16(c)(i)) to the extent deposited, spilled or otherwise caused by Seller or any of its contractors or agents. Purchaser shall indemnify, defend and hold harmless all of Seller's Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance, except to the extent deposited, spilled or otherwise caused by Seller or any of its contractors or agents. Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the Premises or the Premises generally or any deposit, spill or release of any Hazardous Substance.

i. **"Hazardous Substance"** means any chemical, waste or other substance (A) which now or hereafter becomes defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollution," "pollutants," "regulated substances," or words of similar import under any laws pertaining to the environment, health, safety or welfare, (B) which is declared to be hazardous, toxic, or polluting by any Governmental Authority, (C) exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Authority, (D) the storage, use, handling, disposal or release of which is restricted or regulated by any Governmental Authority, or (E) for which remediation or cleanup is required by any Governmental Authority.

d. **Limitations on Liability.**

i. **No Consequential Damages.** Neither Party nor its Tribal elected officials, directors, officers, shareholders, partners, members, agents and employee's subcontractors or suppliers shall be liable for any indirect, special, incidental, exemplary, or consequential loss or damage of any nature arising out of their performance or non-performance hereunder even if advised of such.

ii. **Actual Damages.** Except with respect to any loss to Purchaser of any grant funds from the Department of Energy under the funding opportunity announcement ("Grant Funds"), Seller's aggregate liability under this Agreement arising out of or in connection with the performance or non-performance of this Agreement shall not exceed the total payments made (or, as applicable, projected to be made) by Purchaser under this Agreement. The provisions of this Section (16) (d)(ii) shall apply whether such liability arises in contract, tort (including negligence), strict liability or otherwise. Any action against Seller must be brought within one (1) year after the cause of action accrues.

17. **Force Majeure.**

a. **"Force Majeure"** means any event or circumstances beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any Governmental Authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any Governmental Authority (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from the failure of the Party claiming Force Majeure to have exercised reasonable diligence); and failure of equipment not utilized by or under the control of the Party claiming Force Majeure.

b. Except as otherwise expressly provided to the contrary in this Agreement, if either Party is rendered wholly or partly unable to timely perform its obligations under this Agreement because of a Force Majeure event, that Party shall be excused from the performance affected by the Force Majeure event (but only to the extent so affected) and the time for performing such excused obligations shall be extended as reasonably necessary; provided, that: (i) the Party



affected by such Force Majeure event, as soon as reasonably practicable after obtaining knowledge of the occurrence of the claimed Force Majeure event, gives the other Party prompt oral notice, followed by a written notice reasonably describing the event; (ii) the suspension of or extension of time for performance is of no greater scope and of no longer duration than is required by the Force Majeure event; and (iii) the Party affected by such Force Majeure event uses all reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible. The Term shall be extended day for day for each day performance is suspended due to a Force Majeure event.

- c. Notwithstanding anything herein to the contrary, the obligation to make any payment due under this Agreement shall not be excused by a Force Majeure event that solely impacts Purchaser's ability to make payment.

18. **Assignment and Financing.**

- a. **Assignment.** This Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

19. **Confidentiality and Publicity.**

- a. **Confidentiality.** If either Party provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the design, operation and maintenance of the System or of Purchaser's business ("**Confidential Information**") to the other or, if in the course of performing under this Agreement or negotiating this Agreement a Party learns Confidential Information regarding the facilities or plans of the other, the receiving Party shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of this Agreement, including but not limited to obtaining financing for the System. Notwithstanding the above, a Party may provide such Confidential Information to its, officers, directors, members, managers, employees, agents, contractors and consultants (collectively, "**Representatives**"), and affiliates, lenders, and potential assignees of this Agreement (provided and on condition that such potential assignees be bound by a written agreement or legal obligation restricting use and disclosure of Confidential Information). Each such recipient of Confidential Information shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. In any event, each Party shall be liable (with respect to the other Party) for any breach of this provision by any entity to whom that Party improperly discloses Confidential Information. The terms of this Agreement (but not its execution or existence) shall be considered Confidential Information for purposes of this Section 19(a), except as set forth in Section 19(b). All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of the disclosing Party. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Section 19(a) by the receiving Party or its Representatives or other person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of a breach of the provision of this Section 19(a). To the fullest extent permitted by applicable law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 19(a), but shall be in addition to all other remedies available at law or in equity.

- b. **Permitted Disclosures.** Notwithstanding any other provision in this Agreement, neither Party shall be required to hold confidential any information that (i) becomes publicly available other than through the receiving Party, (ii) is required to be disclosed to a Governmental Authority under applicable law or pursuant to a validly issued subpoena (but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement to the extent permitted by applicable law), (iii) is independently developed by the receiving Party or (iv) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. If disclosure of information is required by a Governmental Authority, the disclosing Party shall, to the extent permitted by applicable law, notify the other Party of such required disclosure promptly upon becoming aware of such required disclosure and shall cooperate with the other Party in efforts to limit the disclosure to the maximum extent permitted by law.

20. **Goodwill and Publicity.** Neither Party shall use any name, trade name, service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement, and each Party shall have the right to promptly review, comment upon and approve any publicity materials, press releases or other public statements by the other Party that refer to, or that describe any aspect of, this Agreement. Neither Party shall make any press release or public announcement of the specific terms of this Agreement (except for filings or other statements or releases as may be required by applicable law) without the specific prior written consent of the other Party.

**21. Miscellaneous Provisions**

- a. **Choice of Law.** This agreement shall be construed under the statutory laws of the Oneida Tribe of Indians of Wisconsin. To the extent that no relevant provisions exist within the statutory laws of the Oneida Tribe of Indians of Wisconsin, the law of the State of Wisconsin shall apply. This Agreement is entered into and performed on the trust land owned by the Oneida Tribe of Indians of Wisconsin located in the State of Wisconsin, United States of America.
- b. **Notices.** All notices under this Agreement shall be in writing and shall be by personal delivery, facsimile transmission, electronic mail, overnight courier, or regular, certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the person identified in this Agreement at the addresses set forth in this Agreement or such other address as either party may specify in writing. Each party shall deem a document faxed, emailed or electronically sent in PDF form to it as an original document.
- c. **Survival.** Provisions of this Agreement that should reasonably be considered to survive termination of this Agreement shall survive. For the avoidance of doubt, surviving provisions shall include, without limitation, Section 7(h) (No Warranty), Section 14 (Representations and Warranties), Section 14(b) (Insurance Coverage), Section 16 (Indemnification and Limits of Liability), Section 19 (Confidentiality and Publicity), Section 21(a) (Choice of Law), Section 21 (Error! Reference source not found.) (Arbitration and Attorneys' Fees), Section 21(b) (Notices), Section 21 (f) (Comparative Negligence), Section 21(g) (Non-Dedication of Facilities), Section 21(i) (Service Contract), Section 21(j) (No Partnership) Section 21(k) (Full Agreement, Modification, Invalidity, Counterparts, Captions) and Section 21(m) (No Third Party Beneficiaries).
- d. **Further Assurances.** Each of the Parties hereto agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, to give full effect to this Agreement and to carry out the intent of this Agreement.
- e. **Right of Waiver.** Each Party, in its sole discretion, shall have the right to waive, defer or reduce any of the requirements to which the other Party is subject under this Agreement at any time (other than with respect to and/or relating to the obligation to make any payment due under this Agreement); provided, however that neither Party shall be deemed to have waived, deferred or reduced any such requirements unless such action is in writing and signed by the waiving Party. No waiver will be implied by any usage of trade, course of dealing or course of performance. A Party's exercise of any rights hereunder shall apply only to such requirements and on such occasions as such Party may specify and shall in no event relieve the other Party of any requirements or other obligations not so specified. No failure of either Party to enforce any term of this Agreement will be deemed to be a waiver. No exercise of any right or remedy under this Agreement by Purchaser or Seller shall constitute a waiver of any other right or remedy contained or provided by law. Any delay or failure of a Party to exercise, or any partial exercise of, its rights and remedies under this Agreement shall not operate to limit or otherwise affect such rights or remedies. Any waiver of performance under this Agreement shall be limited to the specific performance waived and shall not, unless otherwise expressly stated in writing, constitute a continuous waiver or a waiver of future performance.
- f. **Comparative Negligence.** It is the intent of the Parties that where negligence is determined to have been joint, contributory or concurrent, each Party shall bear the proportionate cost of any Liability.
- g. **Non-Dedication of Facilities.** Nothing herein shall be construed as the dedication by either Party of its facilities or equipment to the public or any part thereof. Neither Party shall knowingly take any action that would subject the other Party, or other Party's facilities or equipment, to the jurisdiction of any Governmental Authority as a public utility or similar entity. Neither Party shall assert in any proceeding before a court or regulatory body that the other Party is a public utility by virtue of such other Party's performance under this agreement. If Seller is reasonably likely to become subject to regulation as a public utility, then the Parties shall use all reasonable efforts to restructure their relationship under this Agreement in a manner that preserves their relative economic interests while ensuring that Seller does not become subject to any such regulation. If the Parties are unable to agree upon such restructuring, Seller shall have the right to terminate this Agreement without further liability, and Seller shall remove the System in accordance with Section 11 of this Agreement.
- h. **Estoppel.** Either Party hereto, without charge, at any time and from time to time, within five (5) business days after receipt of a written request by the other party hereto, shall deliver a written instrument, duly executed, certifying to



such requesting party, or any other person specified by such requesting Party: (i) that this Agreement is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification; (ii) whether or not to the knowledge of any such party there are then existing any offsets or defenses in favor of such party against enforcement of any of the terms, covenants and conditions of this Agreement and, if so, specifying the same and also whether or not to the knowledge of such party the other party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and if not, specifying the same; and (iii) such other information as may be reasonably requested by the requesting Party. Any written instrument given hereunder may be relied upon by the recipient of such instrument, except to the extent the recipient has actual knowledge of facts contained in the certificate.

- i. **Service Contract.** The Parties intend this Agreement to be a “service contract” within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986. Purchaser will not take the position on any tax return or in any other filings suggesting that it is anything other than a purchase of electricity from the System.
- j. **No Partnership.** No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither shall be considered the agent of the other.
- k. **Full Agreement, Modification, Invalidity, Counterparts, Captions.** This Agreement, together with any Exhibits, completely and exclusively states the agreement of the Parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written, regarding its subject matter. This Agreement may be modified only by a writing signed by both Parties. If any provision of this Agreement is found unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. In such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law. This Agreement may be executed in any number of separate counterparts and each counterpart shall be considered an original and together shall comprise the same Agreement. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.
- l. **Forward Contract.** The transaction contemplated under this Agreement constitutes a “forward contract” within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a “forward contract merchant” within the meaning of the United States Bankruptcy Code.
- m. **No Third Party Beneficiaries.** This Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto and shall not imply or create any rights on the part of, or obligations to, any other Person.

# ONEIDA LAW OFFICE

*CONFIDENTIAL: ATTORNEY/CLIENT WORK PRODUCT*

TO: Michael Troge  
Environmental Health & Safety

*Use this number on future correspondence:*

**2017-0873**

FROM: James R. Bittorf, Deputy Chief Counsel



DATE: July 26, 2017

RE: Oneida Nation Solar LLC-Solar Power Purchase Agreement

<u>Purchasing Department Use</u>	
<input type="checkbox"/>	<b>Contract Approved</b>
<input type="checkbox"/>	<b>Contract Not Approved</b>
<i>(see attached explanation)</i>	

*If you have any questions or comments regarding this review, please call 869-4327.*

The attached agreement, contract, policy and/or guaranty has been reviewed by the Oneida Law Office for legal content only. Please note the following:

- ✓ The document is in appropriate legal form. *(Execution is a management decision.)*
- ✓ Requires Business Committee approval prior to execution.

Note: Land Use License issued by the Oneida Land Commission will be attached as Exhibit 4.

## Solar Power Purchase Agreement

This Solar Power Purchase Agreement (this “**Agreement**”) is entered into by the parties listed below (each a “**Party**” and collectively the “**Parties**”) as of the date signed by Seller below (the “**Effective Date**”).

<b>Purchaser:</b>		<b>Seller:</b>	
<b>Name and Address</b>	Oneida Nation N7332 Water Circle Place Oneida, WI 54155 Attn: Michael Troge, Environmental Project Manager	<b>Name and Address</b>	Oneida Nation Solar, LLC N27W24075 Paul Ct Suite 200 Pewaukee, WI 53072 Attention: Jeff Knudtson & Michael Troge, Co-managers
<b>Phone</b>	(920) 869-4591	<b>Phone</b>	(262) 547-1200; (920) 869-4572
<b>Fax</b>	(920) 869-1610	<b>Fax</b>	(262) 349-9324; (920) 869-1610
<b>E-mail</b>	mtroge@oneidanation.org	<b>E-mail</b>	<a href="mailto:jeff@neumanncompanies.com">jeff@neumanncompanies.com</a>
<b>Premises Ownership</b>	Purchaser <input checked="" type="checkbox"/> owns <input type="checkbox"/> leases the Premises.  List Premises Owner, if different from Purchaser:	<b>Additional Seller Information</b>	

This Agreement sets forth the terms and conditions of the purchase and sale of solar generated electric energy from the eight solar module systems described in **Exhibits 2A to 2H** (the “**Systems**”) and installed at the Purchaser’s eight facilities described in **Exhibits 2A to 2H** (the “**Facilities**”) at the property where each of the eight Facilities are located described in Exhibits 2A to 2H (the “**Premises**”).

The tables and exhibits listed below are incorporated by reference and made part of this Agreement.

- Exhibit 1** Basic Terms and Conditions (Applies to each System, Facility, and Premise A through H)  
**Exhibits 2A-2H** Description of each system, facility, and premise  
**Exhibit 3** General Terms and Conditions (Applies to each System, Facility, and Premise A through H)  
**Exhibit 4** Land Use License

**Table 1: Facilities and Systems**

<b>A</b>	Anna John Resident Centered Care Community	AJRCCC	165.5 kw
<b>B</b>	Elder Service Apartments	ESA	68.3 kw
<b>C</b>	Food Distribution/Pantry	FDP	98.5 kw
<b>D</b>	Irene Moore Activity Center	IMAC	99.8 kw
<b>E</b>	Irene Moore Activity Center Annex	ANNEX	157.5 kw
<b>F</b>	Oneida Community Health Center	OCHC	168.8 kw
<b>G</b>	County H Recreation Center South Array	CHRC South	26.1 kw
<b>H</b>	County H Recreation Center East Array	CHRC East	15.4 kw

**Purchaser:** Oneida Nation

**Seller:** Oneida Nation Solar LLC

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Table 2: Oneida Nation Solar Deployment on Tribal Facilities Site List 7-6-2017**

<b>SYSTEM:</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>
<b>Building</b>	Anna John Nursing Home	Elder Services	Food Distribution	IMAC	IMAC - Annex	Oneida Community Health Center	County H Rec Center	County H Rec Center
Address	2907 Overland Dr,	2907 S Overland Dr.	N7360 Water Circle	2100 Airport Rd	2100 Airport Rd	525 Airport Rd	N6457 County Rd H	N6457 County Rd H
City	Oneida	Oneida	Oneida	Green Bay	Green Bay	Oneida	Oneida	Oneida
State	WI	WI	WI	WI	WI	WI	WI	WI
Zip Code	54155	54155	54155	54303	54303	54155	54155	54155
Building Use	Health Facility	Office	Warehouse	Casino	Casino	Health Facility	Recreation	Recreation
Electric Supplier	WPS	WPS	WE Energies	WPS	WPS	WPS	WE Energies	WE Energies
Account Number	0402046949-00186	0402048525-00001	4667615101	0402046949-00071	0402046949-00091	0402046949-00092	7250770709	7250770709
Meter #	741964	742110		906257	953578	884103		
Annual Consumption (kWh)	1,463,920	307,080	123,160	1,051,080	1,481,280	1,096,240	60,600	60,600
Annual revenue								38,745
Solar Array Size (kw)	165.5	68.3	98.5	99.8	157.5	168.8	26.1	15.4
Annual Production (kWh)	208,252	88,261	118,931	125,619	200,740	213,467	20,450	18,295
% of Facility Usage	14.2%	28.5%	97.1%	12.0%	13.6%	19.0%	33.7%	30.2%
% of facility usage	14.2%	28.7%	96.6%	12.0%	13.6%	19.5%	33.7%	30.2%
# of modules	494	204	294	298	470	504	78	46
module rated power (kw)	335	335	335	335	335	335	335	335
Racking	Ballasted	Flush - FF	Tilt-up - S5	Ballasted	Ballasted	Ballasted	Flush - S5	Flush - S5
Total Block Count	791	0	0	0	2105	1156	0	0
Roof Type	Adhered EPDM	Arch Shingle	Standing Seam	Adhered EPDM		Ballasted EPDM	Standing Seam	Shingle
Roof Contractor								
Roof install year	2014	2012	1998	1997	2015	2003	2001	2001
Roof Age (yrs)	3	5	19	20	2	14	16	16
Roof replace year	2034	2027	2038	2017	2035	2022	2041	2017
Structural Drawings Complete	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Structure Sufficient	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Service Size	2000A	1200A	(2) 200A	1200A?	1200A	2000A	(2) 200A	(2) 200A
Service Voltage	480	480 & 208	208	208	480	480	240	240
Interconnection	MDP	MDP	CT & Meter	CT cabinet	MDP	MDP	CT & Meter	CT & Meter
Inverters	(5) SE33.3	(2) SE33.3	2) SE33.3 & (1) SE20 w T	SE33.3 & (1) SE20 w T	(4) SE33.3	(4) SE33.3	(2) SE10.0 - 240V	(2) SE6.0
Optimizers	P700	P700	P700	P700	P700	P700	P400	P400
Site Emergency Contact	Kevin Rentmeester	Kevin Rentmeester	Becky Demmith	Tim Skenandore	Tim Skenandore	Kevin Rentmeester	Kevin Rentmeester	Kevin Rentmeester
Email/phone	920-869-1059 x2006	920-869-1059 x2006	920-347-0500	920-494-4500 x3442	920-494-4500 x3442	920-869-1059 x2006	920-869-1059 x2006	920-869-1059 x2006
Site Electrical Contact	Kevin Rentmeester	Kevin Rentmeester	Kevin Rentmeester			Kevin Rentmeester	Kevin Rentmeester	Kevin Rentmeester
Email/phone	920-869-1059 x2006	920-869-1059 x2006	920-869-1059 x2006			920-869-1059 x2006	920-869-1059 x2006	920-869-1059 x2006
Site Access Contact			Becky Demmith					
Email/phone			920-347-0500					
Site Security Contact								
Email/phone								

Solar Power Purchase Agreement Between the Oneida Nation and Oneida Nation Solar, LLC  
Page 2 of 25



**Exhibit 1**  
**Basic Terms and Conditions**

1. **Scope:** Exhibit 1 applies to all Systems, A through H.
2. **Term:** Twenty (20) years, beginning on the Commercial Operation Date.
3. **Additional Terms:** Up to two (2) Additional Terms of five (5) years each.
4. **Environmental Incentives and Environment Attributes:** Accrue to Buyer.
5. **Contract Price:**

Contract Year	\$/kWh
1	\$0.081
2	\$0.081
3	\$0.081
4	\$0.081
5	\$0.081
6	\$0.081
7	\$0.081
8	\$0.081
9	\$0.081
10	\$0.081
11	\$0.081
12	\$0.081
13	\$0.081
14	\$0.081
15	\$0.081
16	\$0.081
17	\$0.081
18	\$0.081
19	\$0.081
20	\$0.081

6. **Anticipated Commercial Operation Date:** November 30, 2017
7. **Purchaser Options to Purchase Systems.**  None  or as set forth in Section 15(b).
8. **Systems Installation:**

Includes:	<input checked="" type="checkbox"/> Design, engineering, permitting, installation, monitoring, interconnection application and paperwork processing of the Systems.  <input checked="" type="checkbox"/> Limited Warranty.  <input checked="" type="checkbox"/> List of Approved Subcontractors
Excludes:	Unforeseen groundwork (including, but not limited to, excavation/circumvention of underground obstacles), upgrades or repair to the Facility or utility electrical infrastructure, payment bonds, performance bond(s), prevailing wage construction, tree removal, or tree trimming.

**Exhibit 2A**  
**Description of System A**

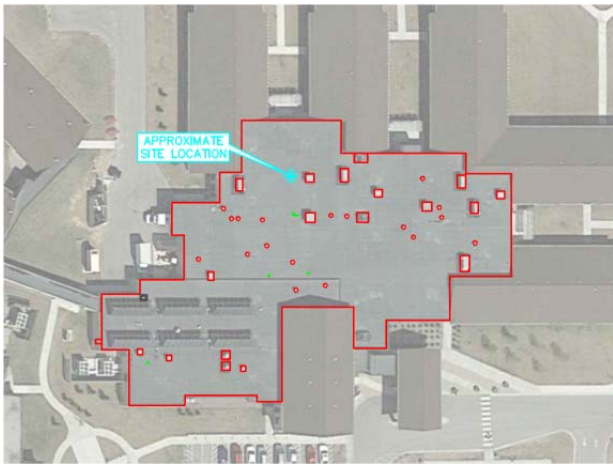
- 1. **System Location:** AJRCCC, 2907 Overland Road, Oneida, WI 54155
- 2. **System Size (DC kW):** 165.5 kilowatts
- 3. **Expected First Year Energy Production (kWh):** 208,252 kilowatt-hours
- 4. **Expected Structure:**  Ground Mount  Roof Mount  Parking Structure  Other
- 5. **Expected Module(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
Canadian Solar CSP335 W Poly	494

- 6. **Expected Inverter(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
SolarEdge 33.3K-US	5

- 7. **Utility:** Wisconsin Public Service
- 8. **Delivery Point:** Main Electrical Panel
- 9. **Facility and System Layout:**



**Aerial of Roof**



**Solar Rendering**

**Exhibit 2B**  
**Description of System B**

- 1. **System Location:** Elder Service Apartments, 2907 South Overland Road, Oneida, WI 54155
- 2. **System Size (DC kW):** 68.3 kilowatts
- 3. **Expected First Year Energy Production (kWh):** 88,261 kilowatt-hours
- 4. **Expected Structure:**  Ground Mount  Roof Mount  Parking Structure  Other
- 5. **Expected Module(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
Canadian Solar CSP335 W Poly	204

- 6. **Expected Inverter(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
SolarEdge 33.3K-US	2

- 7. **Utility:** Wisconsin Public Service
- 8. **Delivery Point:** Main Electrical Panel
- 9. **Facility and System Layout:**



**Solar Rendering**



**System Layout**

**Exhibit 2C**  
**Description of System C**

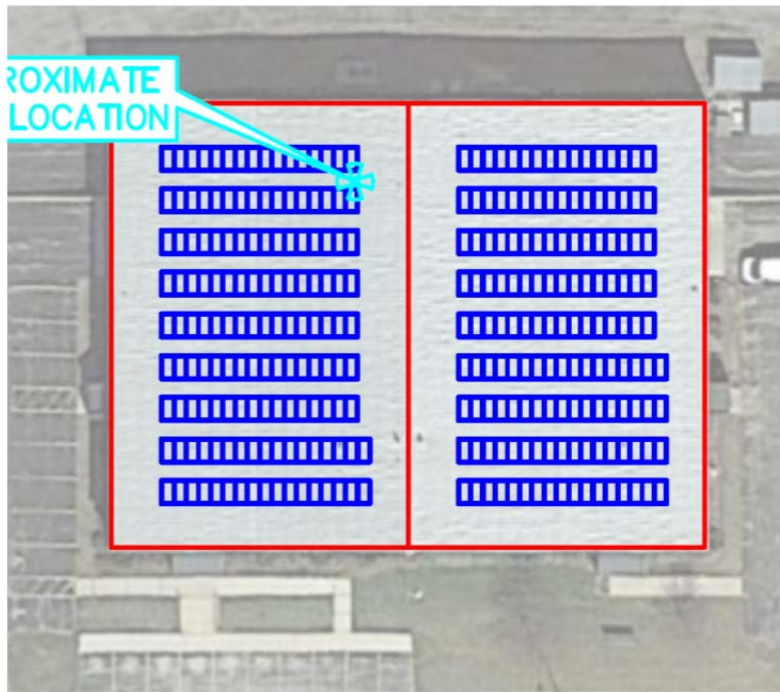
- 1. **System Location:** Food Distribution, N7360 Water Circle Place, Oneida, WI 54155
- 2. **System Size (DC kW):** 98.5 kilowatts
- 3. **Expected First Year Energy Production (kWh):** 118,931 kilowatt-hours
- 4. **Expected Structure:**  Ground Mount  Roof Mount  Parking Structure  Other
- 5. **Expected Module(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
Canadian Solar CSP335 W Poly	294

- 6. **Expected Inverter(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
SolarEdge 33.3K-US	2
SolarEdge 20.0K-US	1

- 7. **Utility:** WE Energies
- 8. **Delivery Point:** Main Electrical Panel
- 9. **Facility and System Layout:**



**System Layout**



**Exhibit 2D**  
**Description of System D**

- 1. **System Location:** IMAC, 2100 Airport Road, Green Bay, Wi 54303
- 2. **System Size (DC kW):** 99.8 kilowatts
- 3. **Expected First Year Energy Production (kWh):** 125,619 kilowatt-hours
- 4. **Expected Structure:**  Ground Mount  Roof Mount  Parking Structure  Other
- 5. **Expected Module(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
Canadian Solar CSP335 W Poly	298

- 6. **Expected Inverter(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
SolarEdge 33.3K-US	2
SolarEdge 20.0K-US	1

- 7. **Utility:** Wisconsin Public Service
- 8. **Delivery Point:** Main Electrical Panel
- 9. **Facility and System Layout:**



**Solar Rendering**

**Exhibit 2E**  
**Description of System E**

- 1. **System Location:** IMAC Annex, 2100 Airport Road, Green Bay, WI 54303
- 2. **System Size (DC kW):** 157.5 kilowatts
- 3. **Expected First Year Energy Production (kWh):** 200,740 kilowatt-hours
- 4. **Expected Structure:**  Ground Mount  Roof Mount  Parking Structure  Other
- 5. **Expected Module(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
Canadian Solar CSP335 W Poly	470

- 6. **Expected Inverter(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
SolarEdge 33.3K-US	4

- 7. **Utility:** Wisconsin Public Service
- 8. **Delivery Point:** Main Electrical Panel
- 9. **Facility and System Layout:**



**Solar Rendering**





**System Layout, IMAC + Annex**

**Exhibit 2F**  
**Description of System F**

1. **System Location:** ONHC, 525 Airport Road, Oneida, WI 54155
2. **System Size (DC kW):** 168.8 kilowatts
3. **Expected First Year Energy Production (kWh):** 213,467 kilowatt-hours
4. **Expected Structure:**  Ground Mount  Roof Mount  Parking Structure  Other
5. **Expected Module(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
Canadian Solar CSP335 W Poly	504

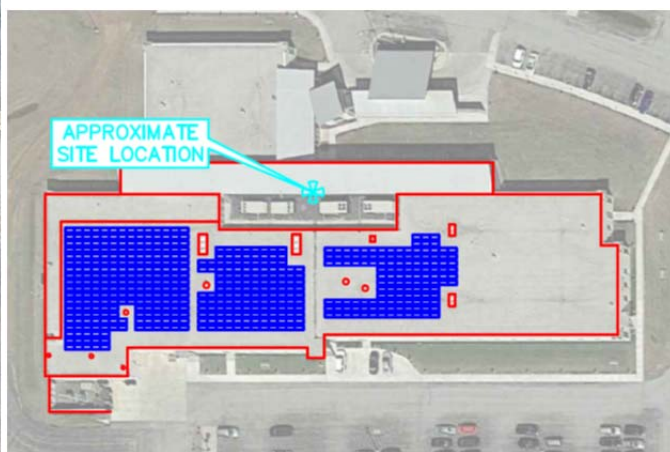
6. **Expected Inverter(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
SolarEdge 33.3K-US	4

7. **Utility:** Wisconsin Public Service
8. **Delivery Point:** Main Electrical Panel
9. **Facility and System Layout:**



**Solar Rendering**



**System Layout**

**Exhibit 2G**  
**Description of System G**

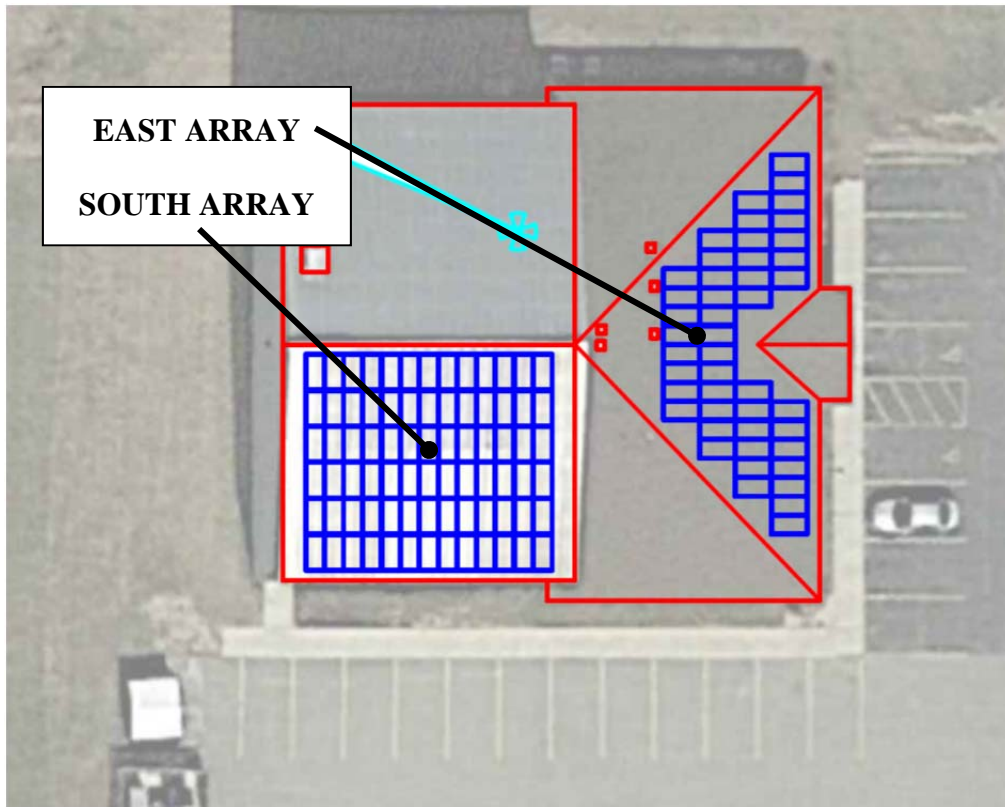
- 1. **System Location:** CHRC South, N6457 County Hwy H, Oneida, WI 54155
- 2. **System Size (DC kW):** 26.1 kilowatts
- 3. **Expected First Year Energy Production (kWh):** 20,450 kilowatt-hours
- 4. **Expected Structure:**  Ground Mount  Roof Mount  Parking Structure  Other
- 5. **Expected Module(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
Canadian Solar CSP335 W Poly	78

- 6. **Expected Inverter(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
SolarEdge 10.0K-US	2

- 7. **Utility:** WE Energies
- 8. **Delivery Point:** Main Electrical Panel
- 9. **Facility and System Layout:**



**System Layout (South + East)**

**Exhibit 2H**  
**Description of System H**

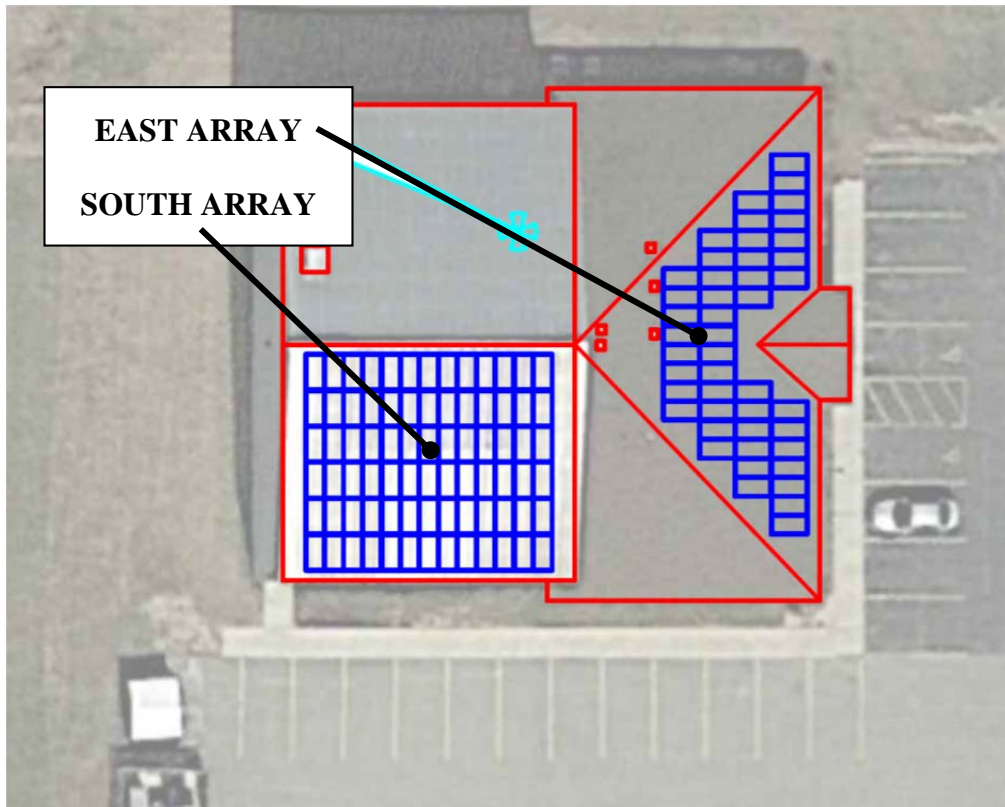
- 1. **System Location:** CHRC East, N6457 County Hwy H, Oneida, WI 54155
- 2. **System Size (DC kW):** 15.4 kilowatts
- 3. **Expected First Year Energy Production (kWh):** 18,295 kilowatt-hours
- 4. **Expected Structure:**  Ground Mount  Roof Mount  Parking Structure  Other
- 5. **Expected Module(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
Canadian Solar CSP335 W Poly	46

- 6. **Expected Inverter(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
SolarEdge 6.0K-US	2

- 7. **Utility:** WE Energies
- 8. **Delivery Point:** Main Electrical Panel
- 9. **Facility and System Layout:**



**System Layout (South + East)**



**Exhibit 3**  
**Solar Power Purchase Agreement**  
**General Terms and Conditions**

*August 8, 2013 Solar Energy Finance Association Version 1.0*

1. **Definitions and Interpretation.** Unless otherwise defined or required by the context in which any term appears: (a) the singular includes the plural and vice versa; (b) the words “herein,” “hereof” and “hereunder” refer to this Agreement as a whole and not to any particular section or subsection of this Agreement; (c) references to any agreement, document or instrument mean such agreement, document or instrument as amended, modified, supplemented or replaced from time to time; and (d) the words “include,” “includes” and “including” mean include, includes and including “without limitation.” The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.
  
2. **Purchase and Sale of Electricity.** Purchaser shall purchase from Seller, and Seller shall sell to Purchaser, all of the electric energy generated by System A through System H (the “Systems”) during the Initial Term and any Additional Term (as defined in **Exhibit 1**, and collectively the “Term”). Electric energy generated by the System will be delivered to Purchaser at the delivery point identified on **Exhibits 2A through 2H** (the “Delivery Point”) for each System. Purchaser shall take title to the electric energy generated by the System at the Delivery Point for each System, A through H, and risk of loss will pass from Seller to Purchaser at the Delivery Point for each System. Purchaser may purchase electric energy for each Facility from other sources if the Purchaser's electric requirements at such Facility exceed the output of that Facility's System. Any purchase, sale and/or delivery of electric energy generated by the Systems prior to the Commercial Operation Date shall be treated as purchase, sale and/or delivery of limited amounts of test energy only and shall not indicate that the Systems have been put in commercial operation by the purchase, sale and/or delivery of such test energy.
  
3. **Term**
  - a. **Initial Term.** The initial term (“Initial Term”) of this Agreement shall commence on the Commercial Operation Date (as defined below) and continue for the length of time specified in **Exhibit 1**, unless earlier terminated as provided for in this Agreement. The “Commercial Operation Date” is the date Seller gives Purchaser written notice that the Systems are mechanically complete and capable of providing electric energy to the Delivery Points. Such notice shall be deemed effective unless Purchaser reasonably objects within five (5) days of the date of such notice. Upon Purchaser's request, Seller will give Purchaser copies of certificates of completion or similar documentation from Seller's contractor and the interconnection or similar agreement with the entity authorized and required under applicable law to provide electric distribution service to Purchaser at each Facility (the “Utility”), as set forth on **Exhibits 2A through 2H**. This Agreement is effective as of the Effective Date and Purchaser's failure to enable Seller to provide the electric energy by preventing it from installing the Systems or otherwise not performing shall not excuse Purchaser's obligations to make payments that otherwise would have been due under this Agreement.
  
  - b. **Additional Terms.** Prior to the end of the Initial Term or of any applicable Additional Term, as defined below, if Purchaser has not exercised its option to purchase the Systems, either Party may give the other Party written notice of its desire to extend this Agreement on the terms and conditions set forth herein for the number and length of additional periods specified in **Exhibit 1** (each such additional period, an “Additional Term”). Such notice shall be given, if at all, not more than one hundred twenty (120) and not less than sixty (60) days before the last day of the Initial Term or the then current Additional Term, as applicable. The Party receiving the notice requesting an Additional Term shall respond positively or negatively to that request in writing within thirty (30) days after receipt of the request. Failure to respond within such thirty (30) day period shall be deemed a rejection of the offer for an Additional Term. If both Parties agree to an Additional Term, the Additional Term shall begin immediately upon the conclusion of the Initial Term or the then current term on the same terms and conditions as set forth in this Agreement. If the Party receiving the request for an Additional Term rejects or is deemed to reject the first Party's offer, this Agreement shall terminate at the end of the Initial Term (if the same has not been extended) or the then current Additional Term.
  
4. **Billing and Payment.**
  - a. **Monthly Charges.** Purchaser shall pay Seller monthly for the electric energy generated by the System and delivered to the Delivery Point at the \$/kWh rate shown in **Exhibit 1** (the “Contract Price”). The monthly payment for such energy will be equal to the applicable \$/kWh rate multiplied by the number of kWh of energy generated during the applicable month, as measured by each System's meter.

- b. **Monthly Invoices.** Seller shall invoice Purchaser monthly, either manually or through ACH. Such monthly invoices shall state (i) the amount of electric energy produced by each System and delivered to each Delivery Point, (ii) the rates applicable to, and charges incurred by, Purchaser under this Agreement and (iii) the total amount due from Purchaser. The Contract Price includes ACH invoicing. If manual invoicing is required, a twenty five dollar (\$25) handling charge will be added to each invoice.
- c. **Payment Terms.** All amounts due under this Agreement shall be due and payable net twenty (20) days from receipt of invoice. Any undisputed portion of the invoice amount not paid within the twenty (20) day period shall accrue interest at the annual rate of two and one-half percent (2.5%) over the prime rate (but not to exceed the maximum rate permitted by law).
- d. **Taxes.** The Purchaser, being a sovereign nation, is exempt from any State Sales and Use Tax as recognized in the Wisconsin Tax Act of 2009 and codified at Wisconsin Statutes Section 77.54(9a)(ed). As such, Seller will not charge the Purchaser for any such taxes and will further work with the Purchaser to assure that all purchases have exemption applied to them where applicable. Tax Exempt Documentation shall be provided by the Purchaser to Seller upon request.

## 5. **Environmental Attributes and Environmental Incentives.**

Unless otherwise specified on **Exhibit 1**, Purchaser is the owner of all Environmental Attributes and Environmental Incentives. Seller is entitled to the benefit of all Tax Credits. Purchaser's purchase of electricity under this Agreement does include Environmental Attributes and Environmental Incentives. Tax Credits or any other attributes of ownership and operation of the Systems, shall be retained by Seller. Purchaser shall cooperate with Seller in obtaining, securing and transferring all the benefits of all Tax Credits, including by using the electric energy generated by the Systems.. Purchaser shall not be obligated to incur any out-of-pocket costs or expenses in connection with such actions unless reimbursed by Seller.

“**Environmental Attributes**” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the Systems, the production of electrical energy from the System and its displacement of conventional energy generation, including (a) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (b) any avoided emissions of carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (c) the reporting rights related to these avoided emissions, such as Green Tag Reporting Rights and Renewable Energy Credits. Green Tag Reporting Rights are the right of a party to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party, and include Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Environmental Attributes do not include Environmental Incentives and Tax Credits. Purchaser and Seller shall file all tax returns in a manner consistent with this Section 5. Without limiting the generality of the foregoing, Environmental Attributes include carbon trading credits, renewable energy credits or certificates, emissions reduction credits, investment credits, emissions allowances, green tags, tradeable renewable credits and Green-e® products.

“**Environmental Incentives**” means any and all credits, rebates, subsidies, payments or other incentives that relate to self-generation of electricity, the use of technology incorporated into the Systems, environmental benefits of using the Systems, or other similar programs available from the Utility, any other regulated entity, the manufacturer of any part of the Systems or any Governmental Authority.

“**Governmental Authority**” means any national, state, tribal or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity (including the Federal Energy Regulatory Commission, the Oneida Nation Business Committee, or the Wisconsin Public Service Commission), or any arbitrator with authority to bind a party at law.

“**Tax Credits**” means any and all (a) investment tax credits, (b) production tax credits and (c) similar tax credits or grants under federal, state or local law relating to the construction, ownership or production of energy from the Systems.

## 6. **Conditions to Obligations.**

- a. **Conditions to Seller's Obligations.** Seller's obligations under this Agreement are conditioned on the completion of the following conditions:



i. Prior to Seller commencing construction and installation of the Systems, Seller shall have received (A) proof of insurance for all insurance required to be maintained by Purchaser under this Agreement, (B) written confirmation from any person holding a mortgage, lien or other encumbrance over the Premises or the Facilities, as applicable, that such person will recognize Seller's rights under this Agreement for as long Seller is not in default hereunder and (C), Land Use License issued by Purchaser.

**b. Conditions to Purchaser's Obligations.**

i. Purchaser's obligations under Section 4 are conditioned on the occurrence of the Commercial Operation Date for the Systems.

**c. Failure of Conditions.** If any of the conditions listed in subsections (a) or (b) above are not satisfied by the applicable dates specified or referred to in those subsections, the Parties will attempt in good faith to negotiate new dates for the satisfaction of the failed conditions.

**7. Seller's Rights and Obligations.**

**a. Permits and Approvals.** Seller, with Purchaser's reasonable cooperation, shall use commercially reasonable efforts to obtain, at its sole cost and expense:

- i. any land use and building permits required to construct, install and operate each System; and
- ii. any agreements and approvals from the Utility necessary in order to interconnect each System to that Facility's electrical system and/or the Utility's electric distribution system.

Purchaser shall cooperate with Seller's reasonable requests to assist Seller in obtaining such agreements, permits and approvals.

**b. Standard System Repair and Maintenance.** Seller shall construct and install each System, A through H, at its respective Facility. During the Term, Seller will operate and perform all routine and emergency repairs to, and maintenance of, the Systems at its sole cost and expense, except for any repairs or maintenance resulting from Purchaser's negligence, willful misconduct or breach of this Agreement. Seller shall not be responsible for any work done by others on any part of the Systems unless Seller authorizes that work in advance in writing. Seller shall not be responsible for any loss, damage, cost or expense arising out of or resulting from improper environmental controls or improper operation or maintenance of the Systems by anyone other than Seller or Seller's contractors. If any System requires repairs for which Purchaser is responsible, Purchaser shall pay Seller for diagnosing and correcting the problem at Seller or Seller's contractors' then current standard rates. Seller shall provide Purchaser with reasonable notice prior to accessing any Facility to make standard repairs.

**c. Non-Standard System Repair and Maintenance.** If Seller incurs incremental costs to maintain any System due to conditions at the Facilities or due to the inaccuracy of any information provided by Purchaser and relied upon by Seller, the pricing, schedule and other terms of this Agreement will be equitably adjusted to compensate for any work in excess of normally expected work required to be performed by Seller. In such event, the Parties will negotiate such equitable adjustment in good faith.

**d. Breakdown Notice.** Seller shall notify Purchaser within twenty-four (24) hours following Seller's discovery of (i) any material malfunction in the operation of any System or (ii) an interruption in the supply of electrical energy from any System. Purchaser and Seller shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Seller's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays. Purchaser shall notify Seller immediately upon the discovery of an emergency condition affecting any System.

**e. Suspension.** Notwithstanding anything to the contrary herein, Seller shall be entitled to suspend delivery of electricity from any System to its Delivery Point for the purpose of maintaining and repairing the System and such suspension of service shall not constitute a breach of this Agreement; provided, that Seller shall use commercially reasonable efforts to minimize any interruption in service to the Purchaser.

**f. Use of Contractors and Subcontractors.** Seller shall be permitted to use contractors and subcontractors to perform its obligations under this Agreement, provided however, that such contractors and subcontractors shall be duly licensed and shall provide any work in accordance with applicable industry standards. Notwithstanding the foregoing, Seller shall continue to be responsible for the quality of the work performed by its contractors and subcontractors.

- g. Liens and Payment of Contractors and Suppliers.** Seller shall pay when due all valid charges from all contractors, subcontractors and suppliers supplying goods or services to Seller under this Agreement and shall keep all of the Facility(ies) free and clear of any liens related to such charges. Seller shall indemnify Purchaser for all claims, losses, damages, liabilities and expenses resulting from any liens filed against the Facility(ies) or the Premises in connection with such charges; provided, however, that Seller shall have the right to contest any such lien, so long as it provides a statutory bond or other reasonable assurances of payment that either remove such lien from title to the Facility (ies) and the Premises or that assure that any adverse judgment with respect to such lien will be paid without affecting title to the Facility(ies) and the Premises.
- h. Warranty.** Seller warrants to Purchaser that the Systems will be in good quality and for the five years after the Commercial Operation Date will be free from defects. Seller's warranty excludes remedy for damage or defect caused by abuse or modifications not executed by the Seller or its contractors or subcontractors or normal wear and tear under normal usage. Seller shall also pursue and enforce all rights and remedies available under the manufacturer' warranties on the components of each System. The remedies set forth in the agreement shall be Purchaser's sole and exclusive remedies against Seller for any claim or liability under this Agreement, whether arising in contract, tort (including negligence), strict liability or otherwise.
- i. Compliance with Department of Energy Grant.** Seller understands that the Purchaser has received a substantial grant from the U.S. Department of Energy (the "Grant") for the Systems. Seller agrees that it and all its contractors and subcontractors will act in accordance with all the terms and conditions of that Grant, which are included in Exhibit 4. Seller represents and warrants that neither it nor any of its contractors or subcontractor have been, or currently are, barred or suspended from working on projects with Department of Energy grants and/or other projects where federal agencies participate. Seller shall notify Purchaser if Seller or any of its contractors or subcontractors become barred or suspended. Seller shall indemnify Purchaser if the actions or inactions of Seller or its contractors or subcontractors cause Purchaser to lose or to be required to repay any portion of the Grant.

**8. Purchaser's Rights and Obligations.**

- a. OSHA Compliance.** Both parties shall ensure that all Occupational Safety and Health Act (OSHA) requirements and other similar applicable worker safety and health laws or codes are adhered to in their performance under this Agreement.
- b. Maintenance of Facilities.** Purchaser shall, at its sole cost and expense, maintain each Facility in good condition and repair. Purchaser will ensure that the Facility remains interconnected to the local utility grid at all times and will not permit cessation of electric service to any Facility from the local utility. Purchaser is fully responsible for the maintenance and repair of each Facility's electrical system and of all of Purchaser's equipment that utilizes that System's outputs. Purchaser shall properly maintain in full working order all of Purchaser's electric supply or generation equipment that Purchaser may shut down while utilizing any System. Purchaser shall promptly notify Seller of any matters of which it is aware pertaining to any damage to or loss of use of any System or that could reasonably be expected to adversely affect any System.
- c. No Alteration of Facilities.** Purchaser shall not make any alterations or repairs to the Facilities which could adversely affect the operation and maintenance of the Systems without Seller's prior written consent. If Purchaser wishes to make such alterations or repairs, Purchaser shall give prior written notice to Seller, setting forth the work to be undertaken (except for emergency repairs, for which notice may be given by telephone), and give Seller the opportunity to advise Purchaser in making such alterations or repairs in a manner that avoids damage to the Systems, but, notwithstanding any such advice, Purchaser shall be responsible for all damage to the Systems caused by Purchaser or its contractors. To the extent that temporary disconnection or removal of the Systems is necessary to perform such alterations or repairs, such work and any replacement of the Systems after completion of Purchaser's alterations and repairs, shall be done by Seller or its contractors at Purchaser's cost. All of Purchaser's alterations and repairs will be done in a good and workmanlike manner and in compliance with all applicable laws, codes and permits.
- d. Outages.** Purchaser shall be permitted to have each of the Facilities off line for a total of forty-eight (48) daylight hours (each, a "**Scheduled Outage**") per calendar year during the Term, during which days Purchaser shall not be obligated to accept or pay for electricity from the System; provided, however, that Purchaser must notify Seller in writing of each such Scheduled Outage at least forty-eight (48) hours in advance of the commencement of a Scheduled Outage. In the event that Scheduled Outages exceed a total of forty-eight (48) daylight hours per calendar year or there are unscheduled outages, in each case for a reason other than a Force Majeure event, Seller shall reasonably estimate the amount of electricity that would have been delivered to Purchaser during such excess Scheduled Outages or unscheduled outages and shall invoice Purchaser for such amount in accordance with Section 4.

- e. **Liens.** Purchaser shall not directly or indirectly cause, create, incur, assume or allow to exist any mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on or with respect to the System or any interest therein. Purchaser shall immediately notify Seller in writing of the existence of any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim, shall promptly cause the same to be discharged and released of record without cost to Seller, and shall indemnify Seller against all costs and expenses (including reasonable attorneys' fees) incurred in discharging and releasing any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim
- f. **Security.** Purchaser shall be responsible for using commercially reasonable efforts to maintain the physical security of each Facility and each System against known risks and risks that should have been known by Purchaser. Purchaser will not conduct activities on, in or about the Premises or any Facility that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the Systems.
- g. **Insolation.** Purchaser understands that unobstructed access to sunlight ("**Insolation**") is essential to Seller's performance of its obligations and a material term of this Agreement. Purchaser shall not in any way cause and, where possible, shall not in any way permit any interference with each System's Insolation. If Purchaser becomes aware of any activity or condition that could diminish the Insolation of the Systems, Purchaser shall notify Seller immediately and shall cooperate with Seller in preserving the Systems' existing Insolation levels.
- h. **Data Line.** Purchaser shall provide Seller a high speed internet data line during the Term to enable Seller to record the electric energy generated by the Systems. If Purchaser fails to provide such high speed internet data line, or if such line ceases to function and is not repaired, Seller may reasonably estimate the amount of electric energy that was generated and invoice Purchaser for such amount in accordance with Section 4.
- i. **Breakdown Notice.** Purchaser shall notify Seller within seventy-two (72) hours following the discovery by it of (i) any material malfunction in the operation of any System; or (ii) any occurrences that could reasonably be expected to adversely affect any System. Purchaser shall notify Seller immediately upon (i) an interruption in the supply of electrical energy from any System; or (ii) the discovery of an emergency condition respecting any System.

## 9. **Relocation of System.**

- a. **System Relocation.** If Purchaser ceases to conduct business operations at any Facility, or otherwise vacates Facility prior to the expiration of the Term, Purchaser shall have the option to provide Seller with a mutually agreeable substitute premises located within the same Utility district as the terminated System or in a location with similar Utility rates and Insolation. Purchaser shall provide written notice at least sixty (60) days but not more than one hundred eighty (180) days prior to the date that it wants to make this substitution. In connection with such substitution, Purchaser shall execute an amended agreement that shall have all of the same terms as this Agreement except for the (i) Effective Date; (ii) Term, which will be equal to the remainder of the Term of this Agreement calculated starting at the shutdown of the System pursuant to such relocation, and shall toll until the relocated System achieves commercial operation of such new location. Such amended agreement shall be deemed to be a continuation of this Agreement without termination.
- b. **Costs of Relocation.** Purchaser shall pay all costs associated with relocation of any System, including all costs and expenses incurred by or on behalf of Seller in connection with removal of the System from the affected Facility and installation and testing of the System at the substitute facility. Purchaser shall further pay all costs associated with temporary removal and reinstallation of any System required to enable Purchaser or its contractors to repair or replace all or part of the roof on any Facility.
- c. **Adjustment for Insolation; Termination.** Seller shall remove the System from the vacated Facility prior to the termination of Purchaser's ownership, lease or other rights to use such Facility. Seller will not be required to restore the Facility to its prior condition but shall promptly pay Purchaser for any damage caused by Seller during removal of the System, but not for normal wear and tear. If the substitute facility has inferior Insolation as compared to the original Facility, Seller shall have the right to make an adjustment to **Exhibit 1** such that Purchaser's payments to Seller are the same as if the System were located at the original Facility. If Purchaser is unable to provide such substitute facility and to relocate the System as provided, any early termination will be treated as a default by Purchaser.

## 10. **Removal of Systems at Expiration.**

Upon the expiration or earlier termination of this Agreement (provided Purchaser does not exercise its purchase option), Seller shall, at its expense, remove all of its tangible property comprising the System from each Facility on a mutually convenient date, but in no event later than 60 days after the expiration of the Term. Excluding ordinary wear and tear, the

Facility shall be returned to its original condition including the removal of each System mounting pads or other support structures. In no case shall Seller's removal of any System affect the integrity of Purchaser's roof, which shall be as leak proof as it was prior to removal of the System and shall be flashed and/or patched to existing roof specifications. Seller shall leave each Facility in neat and clean order. If Seller fails to remove or commence substantial efforts to remove each System by such agreed upon date, Purchaser shall have the right, at its option, to remove each System to a public warehouse and restore each Facility to its original condition (other than ordinary wear and tear) at Seller's cost. Purchaser shall provide sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during each System's removal.

**11. Measurement.**

Seller shall install one or more meter(s), as Seller deems appropriate, at or immediately before each Delivery Point to measure the output of each System. Such meter shall meet the general commercial standards of the solar photovoltaic industry or the required standard of the Utility. Seller shall maintain the meter(s) in accordance with industry standards.

**12. Default, Remedies and Damages.**

**a. Default.** Any Party that fails to perform its responsibilities as listed below or experiences any of the circumstances listed below shall be deemed a "**Defaulting Party**" and each event of default shall be a "**Default Event**":

- i. failure of a Party to pay any amount greater than ten thousand dollars (\$10,000) due and payable under this Agreement, other than an amount that is subject to a good faith dispute, within thirty (30) days following receipt of written notice from the other Party (the "**Non-Defaulting Party**") of such failure to pay ("**Payment Default**");
- ii. failure of a Party to substantially perform any other material obligation under this Agreement within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure; provided, that such thirty (30) day cure period shall be extended (but not beyond ninety (90) days) if and to the extent reasonably necessary to cure the Default Event, if (A) the Defaulting Party initiates such cure with the thirty (30) day period and continues such cure to completion and (B) there is no material adverse affect on the Non-Defaulting Party resulting from the failure to cure the Default Event;
- iii. if any representation or warranty of a Party proves at any time to have been incorrect in any material respect when made and is material to the transactions contemplated hereby, if the effect of such incorrectness is not cured within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure;
- iv. Purchaser loses its rights to occupy and enjoy the Premises;
- v. a Party becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect; or
- vi. Purchaser prevents Seller from installing any System or otherwise failing to perform in a way that prevents the delivery of electric energy from any System. Such Default Event shall not excuse Purchaser's obligations to make payments that otherwise would have been due under this Agreement.
- vii. Purchaser revokes Land Use License at any time without cause.

**b. Remedies.**

- i. Remedies for Payment Default. If a Payment Default occurs, the Non-Defaulting Party may suspend performance of its obligations under this Agreement. Further, the Non-Defaulting Party may pursue any remedy under this Agreement, at law or in equity, including an action for damages and termination of this Agreement, upon five (5) days prior written notice to the Defaulting Party following the Payment Default.
- ii. Remedies for Other Defaults. On the occurrence of a Default Event other than a Payment Default, the Non-Defaulting Party may pursue any remedy under this Agreement, at law or in equity, including an action for damages and termination of this Agreement or suspension of performance of its obligations under this Agreement, upon five (5) days prior written notice to the Defaulting Party following the

occurrence of the Default Event. Nothing herein shall limit either Party's right to collect damages upon the occurrence of a breach or a default by the other Party that does not become a Default Event.

- iii. Damages Upon Termination by Default. Upon a termination of this Agreement by the Non-Defaulting Party as a result of a Default Event by the Defaulting Party, the Defaulting Party shall pay a Termination Payment to the Non-Defaulting Party determined as follows (the "**Termination Payment**"):
- A. Purchaser. If Purchaser is the Defaulting Party, but only if it terminates a land use license without cause and prevents Seller access to one or more of the Systems and Seller terminates this Agreement, the Termination Payment to Seller shall be equal to the sum of (1) reasonable compensation, on a net after tax basis assuming a tax rate of forty percent (40%), for the loss or recapture of (a) the investment tax credit equal to thirty percent (30%) of each System's value; (b) MACRS accelerated depreciation equal to eighty five percent (85%) of each System's value, (c) loss of any Environmental Attributes or Environmental Incentives that accrue or are otherwise assigned to Seller pursuant to the terms of this Agreement (Seller shall furnish Purchaser with a detailed calculation of such compensation if such a claim is made), (d) other financing and associated costs not included in (a), (b) and (c), (2) the net present value (using a discount rate of (4%) of the projected payments over the Term post-termination, had the Term remained effective for the full Initial Term, (3) any and all other amounts previously accrued under this Agreement and then owed by Purchaser to Seller. The Parties agree that actual damages to Seller in the event this Agreement terminates prior to the expiration of the Term as the result of a Default Event by Purchaser would be difficult to ascertain, and the applicable Termination Payment is a reasonable approximation of the damages suffered by Seller as a result of early termination of this Agreement. The Termination Payment shall not be less than zero.
- B. Seller. If Seller is the Defaulting Party and Purchaser terminates this Agreement, the Termination Payment to Purchaser shall be equal to the sum of (1) the net present value (using a discount rate of (4%) of the excess, if any, of the reasonably expected cost of electric energy from the Utility over the Contract Price for the reasonably expected production of the Systems for the remainder of the Initial Term or the then current Additional Term, as applicable; (2) all costs reasonably incurred by Purchaser in re-converting its electric supply to service from the Utility; (3) any removal costs incurred by Purchaser, and (4) any and all other amounts previously accrued under this Agreement and then owed by Seller to Purchaser. The Termination Payment shall not be less than zero.

### 13. Representations and Warranties.

- a. General Representations and Warranties. Each Party represents and warrants to the other the following:
- i. Such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such Party of this Agreement have been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, and do not and shall not violate any law; and this Agreement is valid obligation of such Party, enforceable against such Party in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).
- ii. Such Party has obtained all licenses, authorizations, consents and approvals required by any Governmental Authority or other third party and necessary for such Party to own its assets, carry on its business and to execute and deliver this Agreement; and such Party is in compliance with all laws that relate to this Agreement in all material respects.
- b. Purchaser's Representations and Warranties. Purchaser represents and warrants to Seller the following:
- i. Other Agreements. Neither the execution and delivery of this Agreement by Purchaser nor the performance by Purchaser of any of its obligations under this Agreement conflicts with or will result in a breach or default under any agreement or obligation to which Purchaser is a party or by which Purchaser or any Facility is bound.



- ii. Purchaser Status. Purchaser is not a public utility or a public utility holding company and is not subject to regulation as a public utility or a public utility holding company.
- iii. No Pool Use. No electricity generated by the Systems will be used to heat a swimming pool.

14. **System and Facility Damage and Insurance.**

a. **System and Facility Damage.**

- i. Seller's Obligations. If any System is damaged or destroyed other than by Purchaser's gross negligence or willful misconduct, Seller shall promptly repair and restore that System to its pre-existing condition.
- ii. Purchaser's Obligations. If any Facility is damaged or destroyed by casualty of any kind or any other occurrence other than Seller's gross negligence or willful misconduct, such that the operation of the associated System and/or Purchaser's ability to accept the electric energy produced by each System are materially impaired or prevented, Purchaser shall promptly repair and restore the Facility to its pre-existing condition; provided, however, that if more than 50% of the Facility is destroyed during the last five years of the Initial Term or during any Additional Term, Purchaser may elect either (A) to restore the Facility or (B) to pay the Termination Payment and all other costs previously accrued but unpaid under this Agreement and thereupon terminate this Agreement.

b. **Insurance Coverage.** At all times during the Term, Seller and Purchaser shall maintain the following insurance:

- i. Seller's Insurance. Seller shall maintain (A) property insurance on each System for the replacement cost thereof, (B) commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate, (C) employer's liability insurance with coverage of at least \$1,000,000 and (iv) workers' compensation insurance as required by law.
- ii. Purchaser's Insurance. Purchaser shall maintain (A) property insurance on each System for the replacement cost thereof, (B) commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate, (C) employer's liability insurance with coverage of at least \$1,000,000 and (iv) workers' compensation insurance as required by law.

c. **Policy Provisions.** All insurance policies provided hereunder shall (i) contain a provision whereby the insurer agrees to give the party not providing the insurance (A) not less than ten (10) days written notice before the insurance is cancelled, or terminated as a result of non-payment of premiums, or (B) not less than thirty (30) days written notice before the insurance is otherwise cancelled or terminate, (ii) be written on an occurrence basis, and (iii) be maintained with companies either rated no less than A- as to Policy Holder's Rating in the current edition of A.M. Best's Insurance Guide or otherwise reasonably acceptable to the other party.

d. **Certificates.** Upon execution of this Agreement, each Party shall deliver the other party certificates of insurance evidencing the above required coverage.

e. **Deductibles.** Unless and to the extent that a claim is covered by an indemnity set forth in this Agreement, each Party shall be responsible for the payment of its own deductibles.



**15. Ownership; Option to Purchase.**

- a. **Ownership of Systems.** Throughout the Term (except as otherwise permitted in ), Seller shall be the legal and beneficial owner of the Systems at all times, and the Systems shall remain the personal property of Seller and shall not attach to or be deemed a part of, or fixture to, the Facilities or the Premises. Each of the Seller and Purchaser agree that the Seller is the tax owner of the Systems and all tax filings and reports will be filed in a manner consistent with this Agreement. The Systems shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Purchaser covenants that it will use commercially reasonable efforts to place all parties having an interest in or a mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on the Facilities or the Premises on notice of the ownership of the Systems and the legal status or classification of the Systems as personal property. If there is any mortgage or fixture filing against the Premises which could reasonably be construed as prospectively attaching to the System as a fixture of the Premises, Purchaser shall provide a disclaimer or release from such lienholder.
- b. **Option to Purchase.** At the end of the tenth (10th) Contract Years and at the end of the Initial Term and each Additional Term, so long as Purchaser is not in default under this Agreement, Purchaser may purchase the System from Seller on any such date for a purchase price equal to the Fair Market Value of the Systems. Purchaser must provide a notification to Seller of its intent to purchase at least ninety (90) days and not more than one hundred eighty (180) days prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable, and the purchase shall be complete prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable.
- c. **Determination of Fair Market Value.** “Fair Market Value” means, in Seller’s reasonable determination, the greater of: (i) the amount that would be paid in an arm’s length, free market transaction, for cash, between an informed, willing seller and an informed willing buyer, neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age, condition and performance of the System and advances in solar technology, provided that installed equipment shall be valued on an installed basis, shall not be valued as scrap if it is functioning and in good condition and costs of removal from a current location shall not be a deduction from the valuation. Seller shall determine Fair Market Value within thirty (30) days after Purchaser has exercised its option to Purchase the Systems. Seller shall give written notice to Purchaser of such determination, along with a full explanation of the calculation of Fair Market Value, including without limitation, an explanation of all assumptions, figures and values used in such calculation and factual support for such assumptions, figures and values. If Purchaser reasonably objects to Seller’s determination of Fair Market Value within thirty (30) days after Seller has provided written notice of such determination, the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine the Fair Market Value of the Systems. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value of the Systems based on the formulation set forth herein, and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser shall be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally. Upon purchase of the Systems, Purchaser will assume complete responsibility for the operation and maintenance of the Systems and liability for the performance of the Systems, and Seller shall have no further liabilities or obligations hereunder.

**16. Indemnification and Limitations of Liability.**

- a. **General.** Each Party (the “**Indemnifying Party**”) shall defend, indemnify and hold harmless the other Party and the directors, officers, shareholders, partners, members, agents and employees of such other Party, and the respective affiliates of each thereof (collectively, the “**Indemnified Parties**”), from and against all loss, damage, expense, liability and other claims, including court costs and reasonable attorneys’ fees (collectively, “**Liabilities**”) resulting from any third party actions relating to the breach of any representation or warranty set forth in Section 13 and from injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnifying Party (or its contractors, agents or employees) in connection with this Agreement; provided, however, that nothing herein shall require the Indemnifying Party to indemnify the Indemnified Party for any Liabilities to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnified Party. This Section 16(a) however, shall not apply to liability arising from any form of hazardous substances or other environmental contamination, such matters being addressed exclusively by Section 16(c).
- b. **Notice and Participation in Third Party Claims.** The Indemnified Party shall give the Indemnifying Party written notice with respect to any Liability asserted by a third party (a “**Claim**”), as soon as possible upon the receipt of information of any possible Claim or of the commencement of such Claim. The Indemnifying Party may assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party. The Indemnified Party may, however, select separate counsel if

both Parties are defendants in the Claim and such defense or other form of participation is not reasonably available to the Indemnifying Party. The Indemnifying Party shall pay the reasonable attorneys' fees incurred by such separate counsel until such time as the need for separate counsel expires. The Indemnified Party may also, at the sole cost and expense of the Indemnifying Party, assume the defense of any Claim if the Indemnifying Party fails to assume the defense of the Claim within a reasonable time. Neither Party shall settle any Claim covered by this Section 16(b) unless it has obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Indemnifying Party shall have no liability under this Section 16(b) for any Claim for which such notice is not provided if that the failure to give notice prejudices the Indemnifying Party.

c. **Environmental Indemnification.** Seller shall indemnify, defend and hold harmless all of Purchaser's Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance (as defined in Section 16(c)(i)) to the extent deposited, spilled or otherwise caused by Seller or any of its contractors or agents. Purchaser shall indemnify, defend and hold harmless all of Seller's Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance, except to the extent deposited, spilled or otherwise caused by Seller or any of its contractors or agents. Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the Premises or the Premises generally or any deposit, spill or release of any Hazardous Substance.

i. **"Hazardous Substance"** means any chemical, waste or other substance (A) which now or hereafter becomes defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollution," "pollutants," "regulated substances," or words of similar import under any laws pertaining to the environment, health, safety or welfare, (B) which is declared to be hazardous, toxic, or polluting by any Governmental Authority, (C) exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Authority, (D) the storage, use, handling, disposal or release of which is restricted or regulated by any Governmental Authority, or (E) for which remediation or cleanup is required by any Governmental Authority.

d. **Limitations on Liability.**

i. **No Consequential Damages.** Neither Party nor its Tribal elected officials, directors, officers, shareholders, partners, members, agents and employee's subcontractors or suppliers shall be liable for any indirect, special, incidental, exemplary, or consequential loss or damage of any nature arising out of their performance or non-performance hereunder even if advised of such.

ii. **Actual Damages.** Except with respect to any loss to Purchaser of any grant funds from the Department of Energy under the funding opportunity announcement ("Grant Funds"), Seller's aggregate liability under this Agreement arising out of or in connection with the performance or non-performance of this Agreement shall not exceed the total payments made (or, as applicable, projected to be made) by Purchaser under this Agreement. The provisions of this Section (16) (d)(ii) shall apply whether such liability arises in contract, tort (including negligence), strict liability or otherwise. Any action against Seller must be brought within one (1) year after the cause of action accrues.

17. **Force Majeure.**

a. **"Force Majeure"** means any event or circumstances beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any Governmental Authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any Governmental Authority (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from the failure of the Party claiming Force Majeure to have exercised reasonable diligence); and failure of equipment not utilized by or under the control of the Party claiming Force Majeure.

b. Except as otherwise expressly provided to the contrary in this Agreement, if either Party is rendered wholly or partly unable to timely perform its obligations under this Agreement because of a Force Majeure event, that Party shall be excused from the performance affected by the Force Majeure event (but only to the extent so affected) and the time for performing such excused obligations shall be extended as reasonably necessary; provided, that: (i) the Party

affected by such Force Majeure event, as soon as reasonably practicable after obtaining knowledge of the occurrence of the claimed Force Majeure event, gives the other Party prompt oral notice, followed by a written notice reasonably describing the event; (ii) the suspension of or extension of time for performance is of no greater scope and of no longer duration than is required by the Force Majeure event; and (iii) the Party affected by such Force Majeure event uses all reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible. The Term shall be extended day for day for each day performance is suspended due to a Force Majeure event.

- c. Notwithstanding anything herein to the contrary, the obligation to make any payment due under this Agreement shall not be excused by a Force Majeure event that solely impacts Purchaser's ability to make payment.

**18. Assignment and Financing.**

- a. **Assignment.** This Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

**19. Confidentiality and Publicity.**

- a. **Confidentiality.** If either Party provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the design, operation and maintenance of the System or of Purchaser's business ("**Confidential Information**") to the other or, if in the course of performing under this Agreement or negotiating this Agreement a Party learns Confidential Information regarding the facilities or plans of the other, the receiving Party shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of this Agreement, including but not limited to obtaining financing for the System. Notwithstanding the above, a Party may provide such Confidential Information to its, officers, directors, members, managers, employees, agents, contractors and consultants (collectively, "**Representatives**"), and affiliates, lenders, and potential assignees of this Agreement (provided and on condition that such potential assignees be bound by a written agreement or legal obligation restricting use and disclosure of Confidential Information). Each such recipient of Confidential Information shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. In any event, each Party shall be liable (with respect to the other Party) for any breach of this provision by any entity to whom that Party improperly discloses Confidential Information. The terms of this Agreement (but not its execution or existence) shall be considered Confidential Information for purposes of this Section 19(a), except as set forth in Section 19(b). All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of the disclosing Party. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Section 19(a) by the receiving Party or its Representatives or other person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of a breach of the provision of this Section 19(a). To the fullest extent permitted by applicable law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 19(a), but shall be in addition to all other remedies available at law or in equity.

- b. **Permitted Disclosures.** Notwithstanding any other provision in this Agreement, neither Party shall be required to hold confidential any information that (i) becomes publicly available other than through the receiving Party, (ii) is required to be disclosed to a Governmental Authority under applicable law or pursuant to a validly issued subpoena (but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement to the extent permitted by applicable law), (iii) is independently developed by the receiving Party or (iv) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. If disclosure of information is required by a Governmental Authority, the disclosing Party shall, to the extent permitted by applicable law, notify the other Party of such required disclosure promptly upon becoming aware of such required disclosure and shall cooperate with the other Party in efforts to limit the disclosure to the maximum extent permitted by law.

- 20. Goodwill and Publicity.** Neither Party shall use any name, trade name, service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement, and each Party shall have the right to promptly review, comment upon and approve any publicity materials, press releases or other public statements by the other Party that refer to, or that describe any aspect of, this Agreement. Neither Party shall make any press release or public announcement of the specific terms of this Agreement (except for filings or other statements or releases as may be required by applicable law) without the specific prior written consent of the other Party.

**21. Miscellaneous Provisions**

- a. **Choice of Law.** This agreement shall be construed under the statutory laws of the Oneida Nation. To the extent that no relevant provisions exist within the statutory laws of the Oneida Nation, the law of the State of Wisconsin shall apply. This Agreement is entered into and performed on the trust land owned by the Oneida Nation located in the State of Wisconsin, United States of America.
- b. **Notices.** All notices under this Agreement shall be in writing and shall be by personal delivery, facsimile transmission, electronic mail, overnight courier, or regular, certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the person identified in this Agreement at the addresses set forth in this Agreement or such other address as either party may specify in writing. Each party shall deem a document faxed, emailed or electronically sent in PDF form to it as an original document.
- c. **Survival.** Provisions of this Agreement that should reasonably be considered to survive termination of this Agreement shall survive. For the avoidance of doubt, surviving provisions shall include, without limitation, Section 7(h) (Warranty), Section 14 (Representations and Warranties), Section 14(b) (Insurance Coverage), Section 16 (Indemnification and Limits of Liability), Section 19 (Confidentiality and Publicity), Section 21(a) (Choice of Law), Section 21(b) (Notices), Section 21 (f) (Comparative Negligence), Section 21(g) (Non-Dedication of Facilities), Section 21(i) (Service Contract), Section 21(j) (No Partnership) Section 21(k) (Full Agreement, Modification, Invalidity, Counterparts, Captions) and Section 21(m) (No Third Party Beneficiaries).
- d. **Further Assurances.** Each of the Parties hereto agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, to give full effect to this Agreement and to carry out the intent of this Agreement.
- e. **Right of Waiver.** Each Party, in its sole discretion, shall have the right to waive, defer or reduce any of the requirements to which the other Party is subject under this Agreement at any time (other than with respect to and/or relating to the obligation to make any payment due under this Agreement); provided, however that neither Party shall be deemed to have waived, deferred or reduced any such requirements unless such action is in writing and signed by the waiving Party. No waiver will be implied by any usage of trade, course of dealing or course of performance. A Party's exercise of any rights hereunder shall apply only to such requirements and on such occasions as such Party may specify and shall in no event relieve the other Party of any requirements or other obligations not so specified. No failure of either Party to enforce any term of this Agreement will be deemed to be a waiver. No exercise of any right or remedy under this Agreement by Purchaser or Seller shall constitute a waiver of any other right or remedy contained or provided by law. Any delay or failure of a Party to exercise, or any partial exercise of, its rights and remedies under this Agreement shall not operate to limit or otherwise affect such rights or remedies. Any waiver of performance under this Agreement shall be limited to the specific performance waived and shall not, unless otherwise expressly stated in writing, constitute a continuous waiver or a waiver of future performance.
- f. **Comparative Negligence.** It is the intent of the Parties that where negligence is determined to have been joint, contributory or concurrent, each Party shall bear the proportionate cost of any Liability.
- g. **Non-Dedication of Facilities.** Nothing herein shall be construed as the dedication by either Party of its facilities or equipment to the public or any part thereof. Neither Party shall knowingly take any action that would subject the other Party, or other Party's facilities or equipment, to the jurisdiction of any Governmental Authority as a public utility or similar entity. Neither Party shall assert in any proceeding before a court or regulatory body that the other Party is a public utility by virtue of such other Party's performance under this agreement. If Seller is reasonably likely to become subject to regulation as a public utility, then the Parties shall use all reasonable efforts to restructure their relationship under this Agreement in a manner that preserves their relative economic interests while ensuring that Seller does not become subject to any such regulation. If the Parties are unable to agree upon such restructuring, Seller shall have the right to terminate this Agreement without further liability, and Seller shall remove the System in accordance with Section 10 of this Agreement.
- h. **Estoppel.** Either Party hereto, without charge, at any time and from time to time, within five (5) business days after receipt of a written request by the other party hereto, shall deliver a written instrument, duly executed, certifying to such requesting party, or any other person specified by such requesting Party: (i) that this Agreement is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so



modified, and identifying any such modification; (ii) whether or not to the knowledge of any such party there are then existing any offsets or defenses in favor of such party against enforcement of any of the terms, covenants and conditions of this Agreement and, if so, specifying the same and also whether or not to the knowledge of such party the other party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and if not, specifying the same; and (iii) such other information as may be reasonably requested by the requesting Party. Any written instrument given hereunder may be relied upon by the recipient of such instrument, except to the extent the recipient has actual knowledge of facts contained in the certificate.

- i. **Service Contract.** The Parties intend this Agreement to be a “service contract” within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986. Purchaser will not take the position on any tax return or in any other filings suggesting that it is anything other than a purchase of electricity from the System.
- j. **No Partnership.** No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither shall be considered the agent of the other.
- k. **Full Agreement, Modification, Invalidity, Counterparts, Captions.** This Agreement, together with any Exhibits, completely and exclusively states the agreement of the Parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written, regarding its subject matter. This Agreement may be modified only by a writing signed by both Parties. If any provision of this Agreement is found unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. In such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law. This Agreement may be executed in any number of separate counterparts and each counterpart shall be considered an original and together shall comprise the same Agreement. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.
- l. **Forward Contract.** The transaction contemplated under this Agreement constitutes a “forward contract” within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a “forward contract merchant” within the meaning of the United States Bankruptcy Code.
- m. **No Third Party Beneficiaries.** This Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto and shall not imply or create any rights on the part of, or obligations to, any other Person.
- n. **Dispute Resolution.** The parties shall attempt to settle every dispute arising out of or in connection with this Agreement (each a “Dispute”), by following the dispute resolution process set forth below. First the Co-Managers shall meet and, working in good faith, attempt to resolve the Dispute. If the Co-Managers are unable to resolve the dispute, then either party shall have the right to seek resolution of a Dispute by providing written notice of the Dispute to the **Matt Neumann** of Investor and the **James Bittorf** of Tribe (collectively, the “Dispute Representatives”). Within ten (10) business days of such notice, the Dispute Representatives shall meet, review such relevant information as they may determine and endeavor in good faith to reach agreement. They shall render their decision within three (3) business days of such meeting (or such other timeline to which they mutually agree). If the Dispute Representatives shall fail to reach agreement within sixty (60) business days of such meeting, then they shall be free to pursue any right or remedy available under applicable law or in equity.

### Oneida Business Committee Agenda Request

1. Meeting Date Requested: 10 / 25 / 17

2. General Information:

Session:  Open  Executive - See instructions for the applicable laws, then choose one:

[Empty text box]

Agenda Header: New Business

Accept as Information only

Action - please describe:

Motion to hold a Special Business Committee meeting on December 15, 2017 at 9:00 am to have RSM US present the Year End Financial Statements and the GTC presentation in executive session.

3. Supporting Materials

Report  Resolution  Contract

Other:

1. [Empty text box]

3. [Empty text box]

2. [Empty text box]

4. [Empty text box]

Business Committee signature required

4. Budget Information

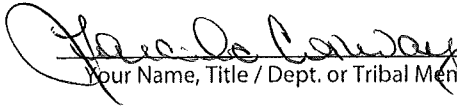
Budgeted - Tribal Contribution

Budgeted - Grant Funded

Unbudgeted

5. Submission

Authorized Sponsor / Liaison: David Jordan, Council Member

Primary Requestor:  I.A. Manager  
Your Name, Title / Dept. or Tribal Member

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.



## Oneida Business Committee Agenda Request

### 6. Cover Memo:

Describe the purpose, background/history, and action requested:

These reports require approval by the BC before the presentation at the January 28, 2018 GTC meeting. Request a motion to approve holding a Special BC meeting on December 15, 2017 at 1:30 pm.

- 1) Save a copy of this form for your records.
- 2) Print this form as a \*.pdf *OR* print and scan this form in as \*.pdf.
- 3) E-mail this form and all supporting materials in a **SINGLE** \*.pdf file to: [BC\\_Agenda\\_Requests@oneidanation.org](mailto:BC_Agenda_Requests@oneidanation.org)

### Oneida Business Committee Agenda Request

1. Meeting Date Requested: 10 / 25 / 17

**2. General Information:**

Session:  Open  Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

**3. Supporting Materials**

Report  Resolution  Contract

Other:

1.

3.

2.

4.

Business Committee signature required

**4. Budget Information**

Budgeted - Tribal Contribution  Budgeted - Grant Funded  Unbudgeted

**5. Submission**

Authorized Sponsor / Liaison:

Primary Requestor/Submitter: Brian A. Doxtator, Executive Assistant to Tribal Treasurer  
Your Name, Title / Dept. or Tribal Member

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.

## Oneida Business Committee Agenda Request

### 6. Cover Memo:

Describe the purpose, background/history, and action requested:

See attached travel report.

Requested action:

Accept travel report for Oneida Nation Treasurer attendance at the N.A.F.A.O. 2017 Fall Finance & Tribal Economies Conference.

1) Save a copy of this form for your records.

2) Print this form as a \*.pdf *OR* print and scan this form in as \*.pdf.

3) E-mail this form and all supporting materials in a **SINGLE** \*.pdf file to: [BC\\_Agenda\\_Requests@oneidation.org](mailto:BC_Agenda_Requests@oneidation.org)

# BUSINESS COMMITTEE TRAVEL REPORT



Travel Report for: Trish King

Travel Event: N.A.F.O.A. 2017 Fall Finance & Tribal Economies Conference

Travel Location: Tulsa, Oklahoma

Departure Date: 10/01/2017      Return Date: 10/04/2017

Projected Cost: \$1,128      Actual Cost: \$1,278.00

Date Travel was Approved by OBC: 08/14/2017

## Narrative/Background:

The fall conference is an opportunity to meet with tribal leaders, federal agencies, and accounting professionals to discuss important issues facing Indian Country. The two-day conference offers a number of educational sessions and two general sessions made up of industry-leading expert panelists.

I attended general sessions, several breakout sessions and the 10th annual lifetime Achievement Award where Ada Deer, Menominee Tribe and John F. Warren, Chairman, Pokagon Band of Potawatomi were recognized. Also Assistant CFO Ralinda Ninham Lamberies participated on a panel: Translating Financial Information.

I attended sessions regarding taxation, renewable energies, covenant compliance, GASB lease accounting changes, and creating tribally-centered RFP's for financial services.

This conference is in regard to several topics relating to financial management, as well as federal regulations that are currently on the rise which Tribes need to be concerned about. IE. Affordable Health Care Act.

Updates to GASB changes were presented and they will become effective in December, 2019. Although our finance division is aware of these changes, this session was helpful in understanding the process of "getting ready" for implementation. The suggestion is to begin analyzing lease contracts, implementing controls, working with Grants and analyzing the impact of debt covenants.

Understanding authorities given to Tribes within the Hearth Act is necessary by the BIA, IRS and Tribal Nations. The authorities will also help address dual taxation issues.

Developing a definition for "Governmental Use" might benefit Tribes. Example: Some States own hotels and golf courses which are considered "Government Use", thereby non-taxable. Tribes should also be able to claim the income as "Governmental Use", thus tax exempt. Tribes are looking for parity with state benefits, but not Treatment as a State. Also, Tribes would like New Tax Credits to be treated the same as CDFIs. As soon as the final member to Tribal Tax Advisory Committee (T.T.A.C.) is appointed, T.T.A.C. will create their organizing documents and begin to prioritize these as well as several other taxation issues under the General Welfare Act. There is considerable work that needs to be done in this area. Currently, N.A.F.O.A. and N.C.A.I. are keeping abreast of federal policy changes. Please note: Federal Agencies are not yet trained themselves on the General Welfare Act; therefore some areas of the Act are not being implemented.

Dr. Clarkson is working with Tribes and national native agencies to update the Licensed Indian Traders regulations. Dr. Clarkson held a private consultation regarding revising the Indian Trader Rule, and specifically asked how does the Licensed Indian Traders rule impact tribal economic development? He will also be hosting 2 more sessions: Oct. 16, 2017, in Milwaukee and Oct. 19-20 in Anchorage, Alaska. The deadline for comments has been extended to October 30, 2017. I.G.A.C. Director Nathan King is working with Pace to address this issue. Also loan financing for Tribes is unsecured in most cases; Tribes want ability to leverage fixed assets in order to get better rates.

The Muscogee (Creek) Nation, located in Oklahoma, hosted this event. The Muscogee are one (1) of 39 federally recognized tribes throughout Oklahoma. Very well done and beautiful property.

Overall helpful information was provided regarding financial management, federal policy, and lending and taxation issues. When I first attended NAFOA 3 years ago, it was not well attended. However, their agendas and presenters have improved and attendance has increased. This conference provided an excellent networking opportunity with lenders, financial advisors, insurance providers and Tribes. Here is the link for the agenda: <https://www.nafoa.org/events/2017-fall-finance-tribal-economies-conference/agendas>

**Item(s) Requiring Attention:**

None at this time.

**Requested Action:**

Accept the travel report

### Oneida Business Committee Agenda Request

1. Meeting Date Requested: 10 / 25 / 17

**2. General Information:**

Session:  Open  Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

**3. Supporting Materials**

Report  Resolution  Contract

Other:

1.

3.

2.

4.

Business Committee signature required

**4. Budget Information**

Budgeted - Tribal Contribution  Budgeted - Grant Funded  Unbudgeted

**5. Submission**

Authorized Sponsor / Liaison:

Primary Requestor/Submitter:

\_\_\_\_\_  
Your Name, Title / Dept. or Tribal Member

Additional Requestor:

\_\_\_\_\_  
Name, Title / Dept.

Additional Requestor:

\_\_\_\_\_  
Name, Title / Dept.



## Oneida Business Committee Agenda Request

### 6. Cover Memo:

Describe the purpose, background/history, and action requested:

Comprehensive Health Division quarterly report.

Requested Action: Approve Report.

1) Save a copy of this form for your records.

2) Print this form as a \*.pdf *OR* print and scan this form in as \*.pdf.

3) E-mail this form and all supporting materials in a **SINGLE** \*.pdf file to: [BC\\_Agenda\\_Requests@oneidanation.org](mailto:BC_Agenda_Requests@oneidanation.org)

Oneida Comprehensive Health Division  
 Oneida Community Health Center  
 Behavioral Health Services  
 Anna John Resident Centered Care Community  
 Employee Health Nursing



**ONEIDA COMPREHENSIVE HEALTH DIVISION  
 DR. RAVINDER VIR MEDICAL DIRECTOR  
 DEBRA DANFORTH, RN, BSN, OPERATIONS DIRECTOR  
 DIVISION UPDATE  
 Quarter 4 FY 2017  
 July-September, 2017**



**Executive Management Team:**

<b>Division Dir-Operations</b> , Debra Danforth RN, BSN,	869-4807
<b>Division Dir-Medical</b> , Ravinder Vir, MD,	869-4808
<b>Asst. Operations Director</b> , Vacant,	869-4809
<b>Executive Assistant</b> , Mercie Danforth	869-4810
<b>Business Operations Director</b> , Jeff Carlson,	869-4805
<b>Director of Nursing-OCHC</b> , Sandra Schuyler,	869-4906
<b>Behavioral Health Manager</b> , Mari Kriescher,	490-3737
<b>Employee Health Manager</b> , Mary Cornelissen	405-4492
<b>Public Health Officer</b> , Eric Krawczyk,	869-4812
<b>AJRCCC Continuum of Care Director</b> , Dave Larson	869-2797
	869-4820

Mailing Address: P.O. Box 365, Oneida, WI 54155  
<https://oneida-nsn.gov/resources/health/>

Oneida Community Health Center  
 Behavioral Health Services  
 Anna John Resident Centered Care Community  
 Employee Health Nursing

525 Airport Rd., Oneida, WI 54155  
 2640 West Point Rd., Green Bay, WI 54304  
 2901 S. Overland Rd., Oneida, WI 54155  
 701 Packerland Dr., Green Bay, WI 54303

Phone: (920) 869-2711 or 1-866-869-2711  
 Phone: (920) 490-3790 or 1-888-490-2457  
 Phone: (920) 869-2797  
 Phone: (920) 405-4492

Fax: (920) 869-1780  
 Fax: (920) 490-3883  
 Fax: (920) 869-3238  
 Fax: (920) 405-4494

**THE ONEIDA COMPREHENSIVE HEALTH DIVISION IS COMPRISED OF:**

Oneida Community Health Center (OCHC)  
Anna John Resident Centered Care Community (AJRCCC)  
Oneida Behavioral Health (OBH)  
Employee Health Services (EHS)

**VISION:**

A progressive sustainable health system that promotes Tsi?niyukwaliho t? (Our Ways).

**MISSION:**

We provide the highest quality, holistic health care to ensure the wellness of OUR Oneida Community.

**VALUES:**

**Responsive Leadership:** *Consistent attentive listening, honesty, doing the right thing, timely decision making and seeing issues resolved to completion.*

**Culturally Sensitive:** *Meeting people where they are and being sensitive to their unique needs as human beings within the Oneida Community.*

**Continuous Improvement:** *Striving to achieve a higher quality of health care and a higher performing workforce through our Commitment to Learning and Growth.*

**Communication:** *Fostering honest, respectful and timely communication with the appropriate level of transparency.*

**Safety:** *Striving for an environment that provides the highest level of physical and emotional safety for our patients, employees and community in an environment free of fear, retaliation and repercussion.*

**Respect:** *Create a welcoming and compassionate environment focused on the individual needs of OUR community and Health Care Team*

**OUR 2015-2018 STRATEGIC PLAN IS FOCUSED IN FOUR SPECIFIC AREAS:**

1. Improve Population Health Management
2. Continuous Quality Improvement
3. Optimize Technology
4. Enhance Our Workforce

## OUR 2015-2018 INITIATIVES THAT WILL BE FOCUSED TO ACHIEVE OUR STRATEGIES:

1. **Accreditation:** The Comprehensive Health Division will validate and assure the community the delivery of the highest quality health care services in achieving AAAHC (Accreditation Association for Ambulatory Health Care) accreditation by December 2017 through team work, leadership and commitment. By accomplishing accreditation we will provide staff a sense of accomplishment, increase quality of care, enhance public validation for community/customer satisfaction, improve recruitment/retention of providers, and increase the probability of outside funding.
2. **Advancing Technology:** Utilize innovative State of the Art technology and data analytics to continuously improve wellness and health outcomes.
3. **Optimize staffing processes:** To work collaboratively with HRD to enhance the Division processes for recruitment, hiring, and retention and provide recommendation (s) for change to the Oneida Business Committee by September 30, 2017-**GTC has placed the Employment Law on hold.** By enhancing the recruitment, hiring, and retention processes we will have a lean hiring practice, improve our recruitment and retention, enhance our services from HRD (letters, market analysis), have improved collaboration/working relationship with HRD, fill all vacancies with qualified people in a timely manner, and improve our Supervisor/Director satisfaction with HRD processes.

## IMPROVE POPULATION HEALTH MANAGEMENT

### Initiatives: Optimizing Staffing Processes and Accreditation

- We continue to recruit for vacancies in Primary Care including Pediatrics, Family Practice and Internal Medicine
- Candice Crabb, APNP Family Nurse Practitioner started on August 6, 2017
- Lab Supervisor, Jon Giguere plans retirement as of October 2, 2017
- Dr. Jay Kennard was promoted from Commander to Captain of the US Commissioned Corps
- Dr. Jay Kennard was deployed to Houston and Florida, leading a Medical Team responding to Hurricanes Harvey and Irma
- Outstanding Bi-Annual Clinical Laboratory Improvement Amendments (CLIA )-0 deficiencies!
- Our no show rates have declined in the past year to 10.2 % in the Medical Clinic and 11.5 % at OBH

### Medical

- Routine appointments are currently booking 4-8 weeks out for the Medical Clinic
- **See attachment A for No Show data for Medical Clinic**
- **See attachment B for Access to Care data for Medical Clinic**

### Behavioral Health

- We continue to provide walk in services with a Triage Counselor and Daily Wellness Support Services.
- Initial intake appointments are out 8 weeks for Mental Health,



- 13 weeks out for Co-Occurring
- 9 weeks out for ATODA
- 8 weeks for Veteran Evaluations
- 12.5 weeks out for Adult Psychiatry
- 9 weeks out for Child Psychiatry
- 2 week out for Psychology.
- Individual sessions are out 1 week for Mental Health
- 1 week out for Co-Occurring
- 1 week for ATODA
- Medication check appointments-
  - 3 weeks for Adult Psychiatry
  - 8 week out for Child Psychiatry
  - 1 week out for Psychology
- **No Show and Access to Care reports see attachment C & D.**

### **Optical**

- Routine exams are booking 5 months out for Optical
  - Optical does have a walk-in clinic on Monday and Thursday mornings for patients who needs their appointments sooner. A sign-up begins at 7:45 AM and the patient will need to wait to be seen.
  - Optical also sees emergencies as needed
- Practice Watch is a function within Compulink that would allow us to text a patient an appointment reminder. It is currently not functioning properly due to Oneida's security access requirements. We continue to work with MIS security to resolve this issue.

### **Dental**

- For Routine exam and Filling appointments are booking out 11 weeks
- Emergencies are still being seen on a daily basis
- Dental Cleaning and other Perio appointments are being scheduled out to November. A call list is still utilized for cancelations.
- We are short staffed four dental assistants, Dental is working with HR to post the positions
- LTE Contract for Mr. Harold Peasley, is a former dental assistant instructor at FVTC, he will be training current dental assistants Expanded Functions
- PIT (Process Improvement Team) continues to meet monthly, Purpose Statement: develop consensus based process improvement & efficiency by utilizing Plan-Check-Do-Act model

**ANNA JOHN RESIDENT CENTERED CARE COMMUNITY (AJRCCC) UPDATE:**

The average daily census for 4th Qtr of the Fiscal Year 2017 is indicated in the chart below:

<b>AJRCCC</b>	<b>July</b>	<b>August</b>	<b>September</b>	<b>TOTAL</b>
<b>Total Billable Days for the Residents</b>	1291	1191	1132	3614
<b># of Calendar Days</b>	31	31	30	92
<b>Daily Average Census</b>	45	45	41	44
<b>*Oneida Enrolled</b>	32	33	29	N/A
<b>*Other Tribe</b>	5	6	7	N/A
<b>*Non-Tribal</b>	8	6	5	N/A
<b>Capacity Percentage</b>	80%	80%	79%	82%
<b>Payment Source</b>	<b>July</b>	<b>August</b>	<b>September</b>	<b>QTR AVG</b>
<b>Medicaid</b>	<b>81%</b>	<b>81%</b>	<b>25%</b>	<b>63%</b>
<b>Medicare A</b>	<b>4%</b>	<b>4%</b>	<b>4%</b>	<b>4%</b>
<b>Private</b>	<b>8%</b>	<b>8%</b>	<b>8%</b>	<b>8%</b>
<b>VA</b>	<b>4%</b>	<b>3%</b>	<b>3%</b>	<b>3%</b>

- Between the months of July to September, 2017; HRD reported that as of 10/1/2017 the Anna John Resident Centered Care Community had a total of 68 tribal employees working the 24/7 shifts to care for our Residents during the 3rd quarter 2017. Staffing continues to be an issue with difficulty in securing Certified Nursing Assistants and Nursing staff.
- Automatic Door Installation completed.
- Outpatient therapy Automatic Door Installation completed
- Annual State Inspection completed September 26-28, 2017; possibility of 3 to 4 low level cites along with the State Survey team commenting, "it was an excellent survey, and the staff are doing an excellent job and are very friendly, kind and caring for all the residents and visitors".
- Working closely with the Accounting Department for FY 2017 close.
- The Congregate Mealsite hours of operation are Monday through Friday from 8:00 AM to 4:30 PM and continues to average 80-100 per day in attendance.
- The AJRCCC board continues to meet on a regular basis.



- See attached Activities Calendar for October Attachment E

## OPTIMIZE TECHNOLOGY

### Initiatives: Advancing Technology and Accreditation

#### **ELECTRONIC MEDICAL RECORD (EMR):**

- **The EMR Team** continues its work within the Oneida Comprehensive Health Division (OCHD) including Oneida Community Health Center (OCHC) and Oneida Behavioral Health (OBH).
  - The EMR Team continues ongoing review and updating of the system on a regular basis as new releases are available within the application and all additional software. Every software update or new release that is needed requires numerous hours of testing and coordination for implementation to assure that all the application and updates are tested before going live.
  - We successfully upgraded to Centricity 12.2 on September 23, 2017. This upgrade was in preparation for the Electronic Prescribing of Controlled Substances (EPCS) along with other needed improvements to the software. Many servers and other software were successfully upgraded to support this new version of CPS.
- **HIPAA Security Policies/Procedures:** An available E-Learning format for staff has been provided and tracking continues to monitor all staff required to complete are in compliance. We continue to work on improving the HIPAA E-learning content and providing this training through E-Learning for all employees on an annual basis.
- **Risk Assessment (RA)**-The RA team continues to hold regular meetings to review findings and resolutions for remaining risks. Prior to year end we will again seek guidance from Metastar in meeting risk assessment requirements for the upcoming year. We are requesting a risk assessment to be completed by the end of the year.
- **Patient Portal**- We continue to work on adoption and education to patients on the concept of the patient portal and to encourage patients to be engaged in their healthcare through technology and online access to their healthcare information.
  - We have joined the teams of Medical, Behavioral Health, Optical and Dental to have a combined access page to the three portals for all OCHD patients. We are working on a joint pamphlet and advertising to promote all three portals as a whole.
  - We have been working on revisions of the pamphlet with the change in website design and logo.
  - We went live with Secure Messaging October 9, 2017 for secure messaging to the portal users and clinical teams in order to communicate securely to patients and other providers. We will continue to train and roll this functionality out over the month of October.
  - **Automated Clinically Messaging (ACM) and Document Management (DM).** This additional software and functionality has been implemented to Centricity EMR and Patient Portal. This functionality will provide providers the ability to send automated mass and individual messaging to patients and referring providers.
  - Automated individual messaging would include the Clinical Visit Summaries (CVS) securely to patients and Transfer of Care (TOC) documents to consulting providers.
  - The ability to get service providers direct address has been a challenge and we continue to gather more direct addresses.

- **E-signature-**
  - Behavioral Health went live with registration documents on 8/23/17. In process of preparing for Phase 1.5 documents. I pads are being imaged for anticipated go live.
  - The E-Signature team continues to work on testing and finalizing registration documents for go live in the main registration at Oneida Community Health Center. I pads have been configured. Working on workflows with Onbase.
  - We are also anticipating expanding the use of forms and application for dental and optical once implementation has been successfully is completed in registration and clinical areas of Behavioral Health and the medical clinic.
- **Meaningful Use (MU):**
  - We continue to follow the guidelines for the Medicaid program of Meaningful Use as we are directed by CMS for year 2017. We have been monitoring providers' performance results and will evaluate the Clinical Quality Reporting (CQR) results on an ongoing basis in order to meet MU for 2017.
  - We will need to report on any 90 day period in 2017. Submission of data will need to be submitted to CMS by March 31, 2018. This will be the third of five years of data submission for this annual incentive.
  - The team continues to work with MetaStar to help all areas understand and meet Meaningful Use and its different programs. They have also helped areas get eligible providers signed up to CMS programs and will continue to guide us as the Quality Payment Program (QPP) incentive program changes in 2017.
- **MIPS / Quality Payment Program (QPP) incentive program-**
  - We are submitting for group, 2 or more providers and are submitting our data via the EHR vendor. This will allow for a larger positive payment adjustment to our Medicare claims for 2019. We will need to report on any 90 day period in 2017.
  - Many changes by CMS continue for this program. Depending on our submission we will be able to avoid a downward negative payment adjustment for 2019 to possibly a positive payment adjustment. Preliminarily we are looking at earning a positive payment adjustment.
- **Oneida Behavioral Health (OBH) Chart Status Project-**
  - We will need to be **transferring our OBH Medical Records Excel database into the EMR**. This is a task that we will need the GE Consultant's, from GE, assistance in completing because of the complexity of the licensing requirements completion prior to the status changing on the patient banner.
  - We need the signature capture working in order to have all of our licensing requirements in the EMR to have the banner fully functioning for the Chart Status. We are continuing to work on the signature capture implementation (starting with Registration) in order to move forward with the BH Chart Status Project. Please see the E-Signature section.
  - We have been testing the treatment plans and we learned that we will have to use Document Management. We have it installed and we received the training on how to get it all set up to continue testing phase 2 documents for e signature. There are no further updates other then we are getting closer to E Signature Go Live for Oneida Behavioral Health.
  - We have begun to have medical records techs start the conversion of chart status to test the reports. However, we have about 10,500 charts that need to be converted to eliminate the excel database.
- **Automated patient reminders-** The RFP is currently being worked on.
- **Reports-**
  - Behavioral Health is consistently receiving the following (COGNOS) Access to Care, No Show/Cancellation Provider Utilization, Patient Last Visit, and Adverse



Childhood Experience. We continue to review Drug Statistic report. We have begun to work on the Zero Suicide Data Elements. We have our preliminary Columbia Suicide Severity Rating Scale (C-SSRS) reports based on time frames, age, gender and percent of suicide screens completed. We currently get reports completed by Dr. David Prestby Access to Care Report, Customer Experience Survey, BH Awareness Series, QPR Trainings. (Crystal Reports) Chart Status Report

- We are completing an RFP to review Business Intelligence tool reporting
- OCHC has successfully been able to work with MIS and Cognos to produce a monthly no show/cancellation report and access to care report.
- **Team Based Care -**
  - The Diabetic Team is working on the project plan for Team Based Care. Our proposed go live date is February 2018. Weekly meetings are scheduled. We now have an RN assigned to Case Management, to manage “high-risk” patients. Focus as of now are patients with A1c  $\geq$  9% and not seen in over 1 year.

## **PATIENT MANAGEMENT SYSTEM (PMS)**

- **Electronic Data Interchange (EDI) Eligibility** - The GE Centricity EDI plug-ins are set up and being used by our Billing and Registration staff on a patient-by-patient basis. Many of the main insurances have been linked to this capability which has allowed us to electronically check insurance eligibility on a patient in real-time, directly from GE Centricity. Centricity Batch eligibility EDI is still suspended, but the Batch Eligibility program being built by vendor Emedapps with the SevaXchange will take this capability over by being able to run monthly batch runs on our full patient database. That full process is currently being tested with still occasional glitches in the creation of the PDFs that are going to the patient records. There is no final deadline date for completion at this time.
- **The RAVE Alert System** is an emergency notification system that can contact our employees via text messages in the event of an emergency and a mass notification can go out to all employees. i.e. Emergency closure. Rave has A LOT of great features, but right now the focus is on getting the Calling Tree type of alert into Rave. Those specific alerts are set up within Rave, but are pending message approval. Other outstanding tasks include getting the DRAFT Calling Tree Policy into place as well as the process to add new employees and how to change employee information that is required in order for them to receive the alerts. i.e. Cell phone or landline number changes.

## **CONTINUOUS QUALITY IMPROVEMENT**

### **Initiatives: Accreditation**

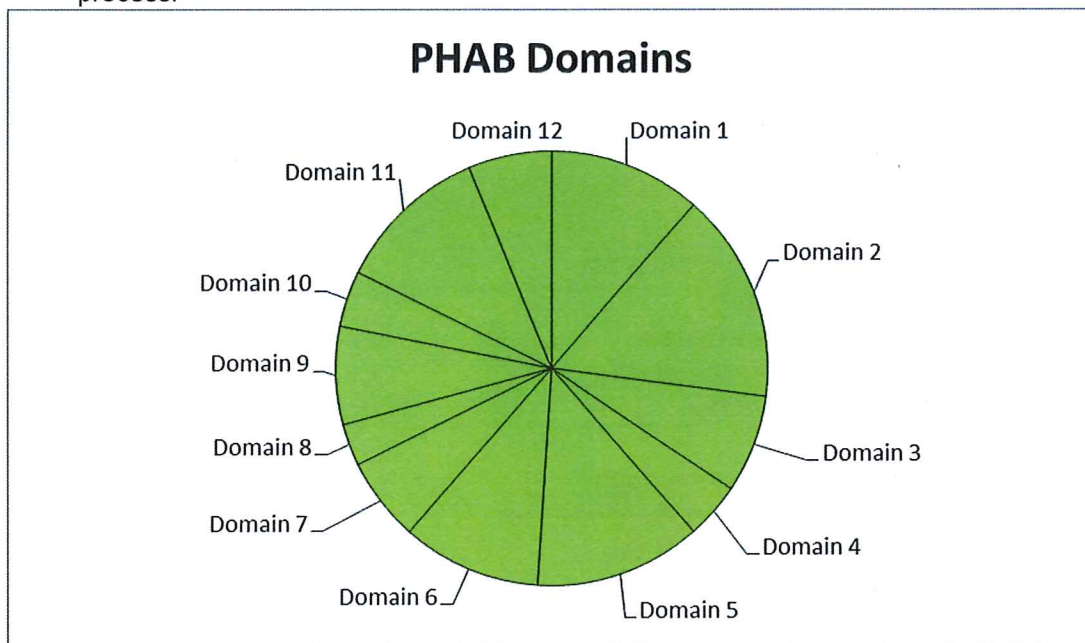
#### **Accreditation of the Health Division**

- Data tracking and collecting with all departments continues with the use of the data base, this will enable better reporting for QA studies as we move toward accreditation.
- Orientation Manual continues to be worked on and will eventually become a part of the E-Learning series for the OCHD
- Credentialing process is nearing completion
- Peer Review and Chart Audit process is underway.
- Departments continue to update their SOPs
- All Dept. and Committee SOPs are in process of review and approval beginning in January
- All departments are meeting monthly, taking minutes, and storing them within the g:drive under Accreditation.

- **The RAVE Alert System** is an emergency notification system that can contact our employees via text messages in the event of an emergency and a mass notification can go out to all employees. i.e. Emergency closure.

**Public Health Accreditation**

- Continue to work on next CHIP. Held a community engagement activity 08/06/17. Gathered input for the development of the vision for the next CHIP.
- Provided presentations for results from the 2017 CHA as follows:
  - Community Meeting 07/11/17.
  - Oneida Comprehensive Health Division supervisors/ director meeting 08/10/17.
  - Oneida Environmental Health & Safety Division team meeting 08/24/17.
- After the Public Health Accreditation Board (PHAB) site visit, will begin preparing a comprehensive CHA presentation for partners (combine 2017 CHA & 2016 QOL and other relevant data into one presentation). Will shoot for January for presentation to partners and gathering feedback to select then next priorities for the Community Health Improvement Plan.
- On 08/11/17, we received our last round of feedback from PHAB before our sit visit scheduled for 10/04/17 & 10/05/17. A total of 46 measures required action within 30 days.
- The final batch of PHAB sit visit activities created by the CHS Department staff were released and completed in September prior to the site visit. This was a great way to get every staff member involved in preparation.
- September was full of meetings to prepare staff for the site visit. A total of 12 domain review meetings, plus 2 days of interview practice with outside facilitator familiar with the PHAB site visit process.



\*\* Red- No review yet      Yellow- greater than 50% complete      Green- 100% complete

**ENHANCE OUR WORKFORCE**  
 Initiative: Optimizing our staffing processes

**HUMAN RESOURCE MANAGEMENT**

**Number As of 10/01/17 Comprehensive Health Division Employees: 343**

- 125 Oneida Enrolled

- 28 American Indian/Alaskan
- 3 Black/African American
- 1 Asian
- 6 Hispanic/Latino
- 178 Caucasian/other
- 2 Two or more Races
- **AJRCCC: (68)**
  - 27 Oneida Enrolled (INCREASED FROM 15% TO 40.4% OF EMPLOYEE BASE FOR AJRCCC)
  - 5 American Indian/Alaskan (COMBINED 53% OF EMPLOYEE BASE FOR AJRCCC ARE NOW NATIVE)
  - 1 Asian
  - 4 Hispanic/Latino
  - 1 Black/African American
  - 2 Two or more Races
  - 28 Caucasian/other
- **Behavioral Health (43)**
  - 1 Hispanic/Latino
  - 6 American Indian/Alaska Native
  - 1 Black/African American
  - 9 Oneida Enrolled
  - 26 Caucasian/other
- **Employee Health Nursing (9)**
  - 1 American Indian/Alaska Native
  - 2 Oneida Enrolled
  - 6 Caucasian/other
- **Medical (45)**
  - 4 American Indian/Alaskan
  - 0 Hispanic/Latino
  - 0 Two or more Races
  - 12 Oneida Enrolled of WI
  - 28 Caucasian/other
- **Operations (181)**
  - 1 Black/African American
  - 12 American Indian/Alaska Native
  - 75 Oneida Enrolled of WI
  - 90 Caucasian/other
  - 0 Asian
  - 1 Hispanic/Latino
- **Current vacancies as of 10/01/17:**
- **Patient Accounts Representative-OCHC-1**
- **Certified Pharmacy Technician-1**
- **CMA-Employee Health-1**
- **Dietary Aide Cook/AJRCCC-1**
- **Dietician Consult-1**
- **RN-AJRCCC-1**
- **LPN-OCHC-1**
- **CNA-AJRCCC**
- **Dental Assistant-4-and Emergency Temp**



- **Dental Hygienist-Sub-Relief**
- **Lab Supervisor-1**
- **Psychiatrist**
- **Psychotherapist-2**
- **Dual Diagnosis Therapist-1**
- **Clinical Substance Abuse Counselor-1-Position Offered**
- **Psychiatric Nurse Practitioner-1**
- **Triage Counselor Supervisor-1**
- **Physician Pediatrician, Internal Medicine**

## **FINANCIALS**

### **Consolidated Health**

\*\*Based on 4th Quarter FY 2017 with unclosed GL as of 10/17/17

Funding Sources for FY-2017

TRIBAL CONTRIBUTION: 3.07%

GRANTS: 3.77%

OTHER SOURCES:

External Sales/Third Party Revenue/other income 57.66%

Indian Health Services: 35.50%

**Total Budget for FY 2017: \$56,823,051**

Actuals for FY 2017:

TRIBAL CONTRIBUTION: 7.43%

GRANTS: 4.37%

OTHER SOURCES:

External Sales/Third Party Revenue/other income 58.91%

Indian Health Services: 29.29%

**Total Actual Budget for FY 2017: \$48,065,028**

Status as of 09/30/17

Budget as of 09/30/17: \$48,065,028

### **LONG TERM CARE:**

- The issue related to the proposed 1115 Medicaid Waiver and it's impact on the Tribes in Wisconsin has been the focus of our discussions during this past quarter. The result has been the Oneida Nation's right to invoke direct Tribal Consultation with Center for Medicaid and Medicare (CMS). This is due to the impacts the 1115 Waiver amendments will have on not only Oneida but also on all the Tribes in Wisconsin. This impact is also being watched by other Tribal Nations on a national level as it could have impact in other Tribal communities in other states. There is a great deal of concern regarding the Social Security Act and its impact on both MA and MA waivers. This includes all waivers (e.g. 1915a, 1915b, 1915c, 1915i, 1115). The concern centers around the Office of General Counsel for CMS. General Counsel has repeatedly said that federal statute, federal regulation, and court rulings (to include U.S. Supreme Court) notwithstanding, Tribes are considered an ethnic minority and not a political entity. While Several Tribes and States have found language to side step this issue, this is becoming a larger and more significant issue, particularly as the environment of healthcare is rapidly changing. The



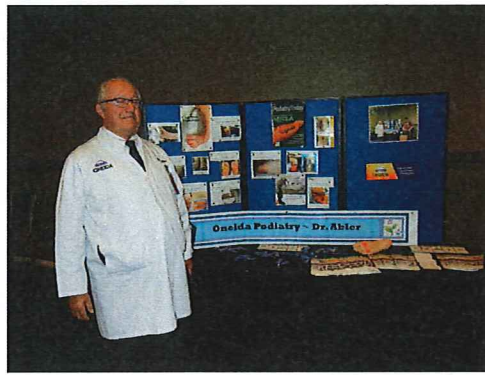
Long Term Care Workgroup with the State of WI, the 1915C waiver is the recommendation that will be coming forward from this group.

### Celebrations and Successes:

- Annual Diabetes Event took place on 08/30/17 at the Radisson which was another huge success to a sell out crowd!
- Annual Diabetes Walk took place on 09/30/17 with 140 attendees
- One RN now assigned to the Diabetic Team for Case Management of high risk diabetics as part of the efforts to implement Team Based Care
- **Special Diabetes Program for Indians (SDPI) has been reauthorized for 3 months to December 31, 2017. It is uncertain as to what will happen after that but we are monitoring this at the Federal level.**
- Increased face to face visit hours for patient care and there is currently No Wait list for Case Management Services for Community Health Case Management.
- RN Staff for Community Health Case Management to take on more of a supervisor role for patient visits now that staffing is filled within this department.
- Work continues on the next Community Health Improvement Plan (CHIP) which includes Community engagement activity. Input has been gathered for the development of the vision for the next CHIP.
- Presentations on the Community Health Assessment for 2017 took place at the following:
  - OCHD Quarterly Community Meeting on 07/11/17
  - OCHD Division Director/Supervisors meeting on 08/10/17
  - Oneida Environmental Health & Safety Division Team Meeting on 08/24/17
- Final Public Health Accreditation Board (PHAB) meetings took place in preparation for the actual site visit survey which is scheduled for October 4-5, 2017.
- American College of Radiology did a validation on site survey for mammography which we passed with only a few minor suggestions for improvement.
- State of Wisconsin performed their annual inspection for the mammography program as well with no problems detected.
- Safety Town was held August 14-18 with 82 children in attendance. 68 booster seats were installed, 78 helmets distributed and 119 people attended the graduation ceremony!
- Ergonomic assessments completed: 6 at the OCHC, 4 chairs replaced, 4 foot rests given out, 2 standing desks were ordered and installed.
- Car Seats-44 seats provided this quarter, 20 old seats were collected and destroyed
- Community Options Program (COP) had 89 patient contacts for this quarter
  - Respite and In-Home Chore contacts-856
  - Dementia Care Specialist contacts-42
- Completed 1603 employees and 23 spouses Health Risk Appraisals (HRA) for 2017
- 439 employees have signed up for the Reasonable Alternative Standard (RAS) as of the end of September.
- Health Promotion Disease Prevention (HPDP) staff all completed the Food Handler Training, ICS 200 and the mandatory training with HRD for Workplace Violence, Vehicle Safety & Vehicle Driver/Fleet Mgt Law.
- All HPDP staff completed the ToP Design for Change Training to help desing a program or the facilitation of a group for shifting behavior to have better outcomes.
- New curriculum continues to show results! January to Spetember 2017 91% of the participants lost weight with an average of 5/9% body weight loss. The average pounds lost is 14.4#. There were 3 individuals (1 male, 2 female) with more that a 40# weight loss in 16 weeks.
- Oneida Zero Suicide Team attended the Zero Suicide Academy in September and the grant application has been submitted for the Zero Suicide funding through Indian Health Service
- Access to Care Surveys continue to be received for Oneida Behavioral Health
- OCHD is an active participant working with the Tribal Action Plan for the Oneida Nation
- OCHD Operations Team members presented on Maximizing Third Party Reimbursements at the

- National Indian Health Board Health Conference in Bellevue, Washington in September.
- AJRCCC had their Annual State Inspection completed September 26-28, 2017; possibility of 3 to 4 low level cites along with the State Survey team commenting, "it was an excellent survey, and the staff are doing an excellent job and are very friendly, kind and caring for all the residents and visitors".
- Oneida Laboratory completed their annual Clinical Laboratory Improvement Amendments (CLIA) with no deficiencies!
- Please follow us on our Oneida Comprehensive Health Division Facebook page!**

### Annual Diabetes Event 2017





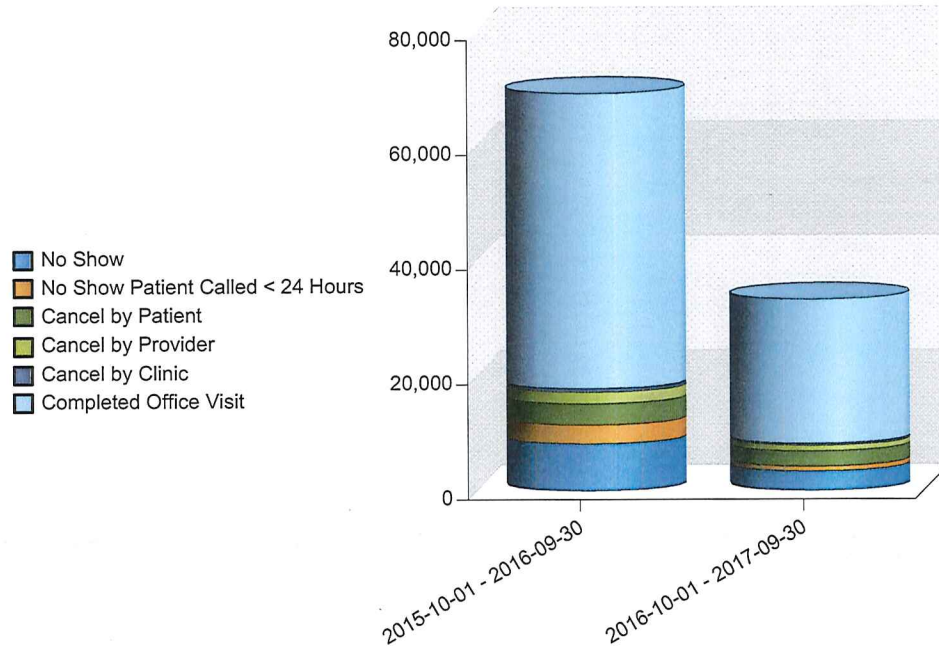
### Safety Town 2017





## Three Year By Quarter No Show/Cancellation Summary

### Oneida Health Center Medical Clinic



Range	FY QTR	No Show	%	No Show Patient Called < 24 Hrs	%	Cancel by Patient	%	Cancel by Provider	%	Cancel by Clinic	%	No Show Cancellation Total	Completed Office Visit	Total Appointments	Billed Visits	Total Clients
2016-10-01 - 2017-09-30	Qtr04	704	9.8%	182	2.5%	550	7.7%	249	3.5%	75	1.0%	1,734	5,434	7,168	5,309	4,003
	Qtr03	799	9.9%	153	1.9%	791	9.8%	229	2.8%	58	0.7%	2,009	6,063	8,072	6,065	4,197
	Qtr02	833	9.6%	226	2.6%	685	7.9%	234	2.7%	137	1.6%	1,990	6,681	8,671	6,694	4,459
	Qtr01	977	10.8%	267	2.9%	583	6.4%	256	2.8%	100	1.1%	2,136	6,917	9,053	6,917	4,808
2016-10-01 - 2017-09-30		3,313	10.1%	828	2.5%	2,609	7.9%	968	2.9%	370	1.1%	7,869	25,095	32,964	24,985	8,182






## Three Year By Quarter No Show/Cancellation Summary

### Oneida Health Center Medical Clinic

Range	FY QTR	No Show	%	No Show Patient Called < 24 Hrs	%	Cancel by Patient	%	Cancel by Provider	%	Cancel by Clinic	%	No Show Cancellation Total	Completed Office Visit	Total Appointments	Billed Visits	Total Clients
2015-10-01 - 2016-09-30	Qtr04	1,928	12.0%	626	3.9%	967	6.0%	500	3.1%	124	0.8%	4,107	11,903	16,010	11,904	6,481
	Qtr03	1,980	11.5%	855	5.0%	968	5.6%	538	3.1%	174	1.0%	4,477	12,782	17,259	12,786	6,521
	Qtr02	1,897	10.9%	939	5.4%	916	5.3%	430	2.5%	184	1.1%	4,341	13,100	17,441	13,104	6,612
	Qtr01	2,262	12.3%	879	4.8%	883	4.8%	543	3.0%	166	0.9%	4,725	13,624	18,349	13,631	7,000
2015-10-01 - 2016-09-30		8,067	11.7%	3,299	4.8%	3,734	5.4%	2,011	2.9%	648	0.9%	17,650	51,409	69,059	51,425	10,646
Summary		11,380	11.2%	4,127	4.0%	6,343	6.2%	2,979	2.9%	1,018	1.0%	25,519	76,504	102,023	76,410	11,817





## Comprehensive Health - Access Of Care

### 3rd Available appointment

**OCHC-Call In/Follow Up/NO-Adult**

Resource	Appointment Type	Next 3rd Open
Eberhardy PA-C, Stephanie	Nurse Only-Eber-30	Oct 18, 2017 11:30:00 AM
	Follow Up-30	Oct 20, 2017 9:30:00 AM
Flood MD, Michael	Nurse Only-Flood-30	Oct 30, 2017 10:00:00 AM
	Follow Up-30	Dec 8, 2017 1:00:00 PM
	Call In-30	Oct 26, 2017 12:30:00 PM
Kennard MD, Jay K	Nurse Only-Kennard	Oct 16, 2017 1:00:00 PM
	Follow Up-30	Jan 3, 2018 10:30:00 AM
	Call In-30	Oct 19, 2017 11:00:00 AM
Sumnicht MD, Paul H	Nurse Only-Sumnicht	Oct 4, 2017 3:00:00 PM
	Follow Up-30	Oct 3, 2017 3:00:00 PM
	Call In-30	Oct 5, 2017 1:00:00 PM
Thiry APNP NP-C, Lori B	Nurse Only-Thiry	Oct 5, 2017 3:30:00 PM
	Follow Up-30	Oct 4, 2017 10:00:00 AM
	Call In-30	Oct 6, 2017 9:00:00 AM
Vir MD, Ravinder	Nurse Only-Vir	Oct 18, 2017 3:00:00 PM
	Follow Up-30	Oct 18, 2017 10:00:00 AM
Wells APNP FNP-BC, Ann M	Nurse Only-Wells-30	Oct 3, 2017 3:00:00 PM
	Follow Up-30	Oct 10, 2017 10:00:00 AM
	Call In-30	Oct 9, 2017 10:30:00 AM

**OCHC-Call In/Follow Up/NO-Peds**

Resource	Appointment Type	Next 3rd Open
Kennard MD, Jay K	Nurse Only-Kennard	Oct 16, 2017 1:00:00 PM



## Comprehensive Health - Access Of Care

### 3rd Available appointment

Resource	Appointment Type	Next 3rd Open
Kennard MD, Jay K	Follow Up-30	Jan 3, 2018 10:30:00 AM
	Call In-30	Oct 19, 2017 11:00:00 AM
Langner APNP, Dianna L	Follow Up-30	Oct 9, 2017 3:30:00 PM
	Call In-30	Oct 9, 2017 3:00:00 PM
Sumnicht MD, Paul H	Nurse Only-Sumnicht	Oct 4, 2017 3:00:00 PM
	Follow Up-30	Oct 3, 2017 3:00:00 PM
	Call In-30	Oct 5, 2017 1:00:00 PM
Thiry APNP NP-C, Lori B	Nurse Only-Thiry	Oct 5, 2017 3:30:00 PM
	Follow Up-30	Oct 4, 2017 10:00:00 AM
	Call In-30	Oct 6, 2017 9:00:00 AM
Verstoppen MD, Gerald	Nurse Only-Verstoppen-60	Oct 10, 2017 3:30:00 PM
	Follow Up-30	Oct 18, 2017 2:00:00 PM
	Call In-30	Oct 6, 2017 2:30:00 PM
Wells APNP FNP-BC, Ann M	Nurse Only-Wells-30	Oct 3, 2017 3:00:00 PM
	Follow Up-30	Oct 10, 2017 10:00:00 AM
	Call In-30	Oct 9, 2017 10:30:00 AM

#### OCHC-Diabetes NP-Call In/Follow Up

Resource	Appointment Type	Next 3rd Open
Moureau APNP BC-ADM, Timothy A	Follow Up-DM	Dec 14, 2017 9:30:00 AM
	Call In-30	Oct 17, 2017 4:00:00 PM

#### OCHC-Diabetes NP-Foot Care

Resource	Appointment Type	Next 3rd Open
Moureau APNP BC-ADM, Timothy A	Foot Care-30	Dec 14, 2017 9:30:00 AM





**Comprehensive Health - Access Of Care**  
**3rd Available appointment**

**OCHC-Diabetes NP-New Patient-60**

Resource	Appointment Type	Next 3rd Open
Moureau APNP BC-ADM, Timothy A	New Patient-60	Nov 9, 2017 10:00:00 AM

**OCHC-Diabetes RD-Call In/Follow Up/Med Adjustment**

Resource	Appointment Type	Next 3rd Open
Schwantes RD CDE, Betty	Med Adjustment	Oct 3, 2017 2:00:00 PM
	DM Education Follow Up	Oct 3, 2017 2:00:00 PM
	Call In-60	Oct 3, 2017 2:00:00 PM

**OCHC-Diabetes RD-New Patient**

Resource	Appointment Type	Next 3rd Open
Schwantes RD CDE, Betty	New Patient-60	Oct 17, 2017 8:00:00 AM

**OCHC-Diabetes RN-Call In/Follow Up/Med Adjustment**

Resource	Appointment Type	Next 3rd Open
Colwitz RN CDE, Boni J	Med Adjustment	Oct 11, 2017 9:30:00 AM
	DM Education Follow Up	Oct 11, 2017 9:30:00 AM
	Call In-60	Oct 11, 2017 9:30:00 AM

**OCHC-Diabetes RN-New Patient**

Resource	Appointment Type	Next 3rd Open
Colwitz RN CDE, Boni J	New Patient-60	Oct 11, 2017 9:30:00 AM

**OCHC-New Patient-Adult**

Resource	Appointment Type	Next 3rd Open
Eberhardy PA-C, Stephanie	New Patient-30	Oct 23, 2017 1:00:00 PM



## Comprehensive Health - Access Of Care

### 3rd Available appointment

Resource	Appointment Type	Next 3rd Open
Flood MD, Michael	New Patient-30	Dec 8, 2017 1:00:00 PM
Kennard MD, Jay K	New Patient-30	Nov 1, 2017 8:30:00 AM
Sumnicht MD, Paul H	New Patient-30	Oct 9, 2017 8:30:00 AM
Thiry APNP NP-C, Lori B	New Patient-60	Oct 26, 2017 2:30:00 PM
Vir MD, Ravinder	New Patient-30	Oct 18, 2017 1:00:00 PM
Wells APNP FNP-BC, Ann M	New Patient-30	Oct 5, 2017 12:30:00 PM

#### OCHC-Physical-Eberhardy

Resource	Appointment Type	Next 3rd Open
Eberhardy PA-C, Stephanie	Physical-60	Dec 19, 2017 8:00:00 AM

#### OCHC-Physical-Flood

Resource	Appointment Type	Next 3rd Open
Flood MD, Michael	Physical-30	Nov 6, 2017 1:00:00 PM

#### OCHC-Physical-Kennard

Resource	Appointment Type	Next 3rd Open
Kennard MD, Jay K	Physical-30	Nov 1, 2017 8:30:00 AM

#### OCHC-Physical-Sumnicht

Resource	Appointment Type	Next 3rd Open
Sumnicht MD, Paul H	Physical-30	Oct 9, 2017 8:30:00 AM

#### OCHC-Physical-Thiry

Resource	Appointment Type	Next 3rd Open
Thiry APNP NP-C, Lori B	Physical-60	Dec 13, 2017 9:00:00 AM





## Comprehensive Health - Access Of Care

### 3rd Available appointment

#### OCHC-Physical-Wells

Resource	Appointment Type	Next 3rd Open
Wells APNP FNP-BC, Ann M	Physical-60	Feb 13, 2018 7:30:00 AM

#### OCHC-WCE-Peds and FP

Resource	Appointment Type	Next 3rd Open
Kennard MD, Jay K	Well Child Exam-30	Oct 17, 2017 3:00:00 PM
Langner APNP, Dianna L	Well Child Exam-30	Nov 6, 2017 8:00:00 AM
Sumnicht MD, Paul H	Well Child Exam-30	Oct 3, 2017 3:00:00 PM
Thiry APNP NP-C, Lori B	Well Child Exam-30	Oct 4, 2017 3:00:00 PM
Verstoppen MD, Gerald	Well Child Exam-30	Dec 4, 2017 1:30:00 PM
Wells APNP FNP-BC, Ann M	Well Child Exam-30	Oct 9, 2017 9:30:00 AM

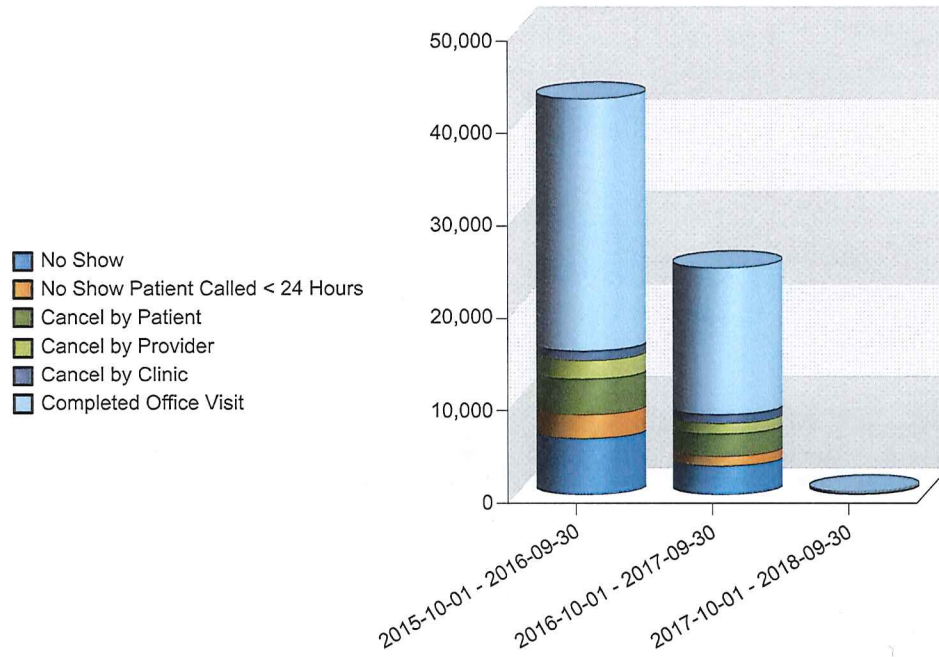


C



## Three Year By Quarter No Show/Cancellation Summary

### Behavioral Health Services



Range	FY QTR	No Show	%	No Show Patient Called < 24 Hrs	%	Cancel by Patient	%	Cancel by Provider	%	Cancel by Clinic	%	No Show Cancellation Total	Completed Office Visit	Total Appointments	Billed Visits	Total Clients
2017-10-01 - 2018-09-30	Qtr01	32	11.8%	14	5.2%	20	7.4%	21	7.7%	4	1.5%	91	180	271	64	226
2017-10-01 - 2018-09-30		32	11.8%	14	5.2%	20	7.4%	21	7.7%	4	1.5%	91	180	271	64	226
2016-10-01 - 2017-09-30	Qtr04	765	13.8%	244	4.4%	547	9.9%	238	4.3%	307	5.5%	2,101	3,440	5,541	3,373	1,550
	Qtr03	784	12.9%	285	4.7%	567	9.3%	214	3.5%	159	2.6%	2,009	4,072	6,081	4,063	1,559
	Qtr02	734	10.8%	271	4.0%	754	11.1%	408	6.0%	283	4.2%	2,450	4,342	6,792	4,341	1,599



## Three Year By Quarter No Show/Cancellation Summary

### Behavioral Health Services

Range	FY QTR	No Show	%	No Show Patient Called < 24 Hrs	%	Cancel by Patient	%	Cancel by Provider	%	Cancel by Clinic	%	No Show Cancellation Total	Completed Office Visit	Total Appointments	Billed Visits	Total Clients
2016-10-01 - 2017-09-30	Qtr01	770	12.5%	286	4.7%	537	8.8%	262	4.3%	194	3.2%	2,049	4,087	6,136	4,087	1,535
2016-10-01 - 2017-09-30		3,053	12.4%	1,086	4.4%	2,405	9.8%	1,122	4.6%	943	3.8%	8,609	15,941	24,550	15,864	2,558
2015-10-01 - 2016-09-30	Qtr04	1,466	13.8%	591	5.6%	985	9.3%	484	4.6%	281	2.6%	3,807	6,823	10,630	6,822	2,086
	Qtr03	1,593	14.5%	630	5.7%	995	9.1%	469	4.3%	171	1.6%	3,858	7,125	10,983	6,893	2,228
	Qtr02	1,518	13.4%	679	6.0%	1,066	9.4%	572	5.1%	335	3.0%	4,170	7,134	11,304	6,812	2,134
	Qtr01	1,472	14.9%	677	6.8%	809	8.2%	549	5.6%	224	2.3%	3,731	6,158	9,889	6,161	2,060
2015-10-01 - 2016-09-30		6,049	14.1%	2,577	6.0%	3,855	9.0%	2,074	4.8%	1,011	2.4%	15,566	27,240	42,806	26,688	3,409
Summary		9,134	13.5%	3,677	5.4%	6,280	9.3%	3,217	4.8%	1,958	2.9%	24,266	43,361	67,627	42,616	4,270



D



## BH - Access Of Care 3rd Available appointment

### BH ATODA Intakes

Resource	Appointment Type	Next 3rd Open
Agneessens BA CSAC NCAC II, Mike F	Intake Mental Health/ATODA-90	Dec 18, 2017 1:00:00 PM
Kleinschmidt, Heidi Jean	Intake Mental Health/ATODA-90	Dec 14, 2017 11:00:00 AM
Krueger MSW APSW CSAC, Rebecca	Intake Mental Health/ATODA-90	Dec 19, 2017 2:00:00 PM
Lalonde BS CSAC, Scott	Intake Mental Health/ATODA-90	Dec 20, 2017 7:30:00 AM
Metoxen MSW APSW SAC , Lynn	Intake Mental Health/ATODA-90	Dec 14, 2017 10:00:00 AM
Rasmussen BSW CSAC, Dale S	Intake Mental Health/ATODA-90	Dec 4, 2017 2:00:00 PM

### BH-ATODA (C2)

Resource	Appointment Type	Next 3rd Open
Agneessens BA CSAC NCAC II, Mike F	Individual Therapy Session-60	Oct 4, 2017 10:00:00 AM
Kleinschmidt, Heidi Jean	Individual Therapy Session-60	Oct 3, 2017 12:00:00 PM
Krueger MSW APSW CSAC, Rebecca	Individual Therapy Session-60	Oct 5, 2017 3:00:00 PM
Lalonde BS CSAC, Scott	Individual Therapy Session-60	Oct 24, 2017 2:00:00 PM
Rasmussen BSW CSAC, Dale S	Individual Therapy Session-60	Oct 3, 2017 11:00:00 AM

### BH-Co-Occuring Intake

Resource	Appointment Type	Next 3rd Open
Collier, Carmen D MS LPC CSAC	Intake Mental Health/ATODA-90	Jan 2, 2018 8:30:00 AM
Lambert LPC CSAC, Timothy C	Intake Mental Health/ATODA-90	Jan 22, 2018 1:00:00 PM

### BH-Co-Occuring C2

Resource	Appointment Type	Next 3rd Open
Collier, Carmen D MS LPC CSAC	Individual Therapy Session-60	Oct 5, 2017 10:00:00 AM
King MSW LCSW CSAC, Mary Beth	Individual Therapy Session-60	Oct 9, 2017 8:00:00 AM



## BH - Access Of Care

### 3rd Available appointment

Resource	Appointment Type	Next 3rd Open
Lambert LPC CSAC, Timothy C	Individual Therapy Session-60	Oct 9, 2017 4:00:00 PM
Nehring MSE LPC CSAC CS, Teri	Individual Therapy Session-60	Oct 31, 2017 7:00:00 AM

#### BH MH Intakes

Resource	Appointment Type	Next 3rd Open
Blanks MA LPC SAC IT, Heidi	Intake Mental Health/ATODA-90	Dec 12, 2017 9:30:00 AM
Brito, MS MFT TL SAC IT, Martha	Intake Mental Health/ATODA-90	Nov 29, 2017 1:00:00 PM
Cornelius-Adkins MSW LCSW SAC CSOT BCD, Torland E	Intake Mental Health/ATODA-90	Dec 7, 2017 2:00:00 PM
Exworthy MSW APSW CSAC, Susan M	Intake Mental Health/ATODA-90	Dec 8, 2017 9:00:00 AM
Gore MSW LCSW, Monique	Intake Mental Health/ATODA-90	Dec 11, 2017 10:00:00 AM
Helander MSW LCSW, Valorie	Intake Mental Health/ATODA-90	Nov 28, 2017 10:00:00 AM
Huhtala MSW LCSW, Rhonda	Intake Mental Health/ATODA-90	Dec 12, 2017 9:00:00 AM
Krueger MSW APSW CSAC, Rebecca	MH INTAKE (PRACTICUM)	Dec 1, 2017 9:00:00 AM
	Intake Mental Health/ATODA-90	Dec 19, 2017 2:00:00 PM
Shaw MSW LCSW, Lisa	Intake Mental Health/ATODA-90	Dec 7, 2017 8:00:00 AM

#### BH-Mental Health (C2)

Resource	Appointment Type	Next 3rd Open
Blanks MA LPC SAC IT, Heidi	Individual Therapy Session-60	Oct 20, 2017 1:00:00 PM
Brito, MS MFT TL SAC IT, Martha	Individual Therapy Session-60	Oct 11, 2017 2:30:00 PM
Cornelius-Adkins MSW LCSW SAC CSOT BCD, Torland E	Individual Therapy Session-60	Oct 17, 2017 8:00:00 AM
Gore MSW LCSW, Monique	Individual Therapy Session-60	Oct 3, 2017 10:00:00 AM
Helander MSW LCSW, Valorie	Individual Therapy Session-60	Oct 5, 2017 11:00:00 AM
Huhtala MSW LCSW, Rhonda	Individual Therapy Session-60	Oct 26, 2017 11:00:00 AM





## BH - Access Of Care

### 3rd Available appointment

Resource	Appointment Type	Next 3rd Open
Shaw MSW LCSW, Lisa	Individual Therapy Session-60	Nov 1, 2017 1:00:00 PM

#### BH-EMDR Intakes

Resource	Appointment Type	Next 3rd Open
King MSW LCSW CSAC, Mary Beth	BH-EMDR Intake	Oct 30, 2017 1:00:00 PM
Shaw MSW LCSW, Lisa	BH-EMDR Intake	Oct 31, 2017 2:00:00 PM

#### BH-EMDR Therapy

Resource	Appointment Type	Next 3rd Open
Collier, Carmen D MS LPC CSAC	BH-EMDR Therapy	Oct 17, 2017 3:00:00 PM
King MSW LCSW CSAC, Mary Beth	BH-EMDR Therapy	Oct 23, 2017 5:30:00 PM
Shaw MSW LCSW, Lisa	BH-EMDR Therapy	Oct 23, 2017 1:00:00 PM

#### BH-Veteran Eval

Resource	Appointment Type	Next 3rd Open
Shaw MSW LCSW, Lisa	Veterans Evaluation	Nov 27, 2017 8:30:00 AM

#### BH-Intial Reiki Appointment

Resource	Appointment Type	Next 3rd Open
King MSW LCSW CSAC, Mary Beth	Reiki	Oct 26, 2017 2:00:00 PM
Lalonde BS CSAC, Scott	Reiki	Oct 27, 2017 1:00:00 PM
Shaw MSW LCSW, Lisa	Reiki	Nov 8, 2017 1:00:00 PM

#### BH-Psych Evals

Resource	Appointment Type	Next 3rd Open
Sayers PHD, Michael	Psychological Evaluation	Oct 12, 2017 8:30:00 AM





## BH - Access Of Care

### 3rd Available appointment

Resource	Appointment Type	Next 3rd Open
Trail PsyD Sharyl	Psychological Evaluation	Oct 10, 2017 1:30:00 PM

#### BH- Psych Eval FU

Resource	Appointment Type	Next 3rd Open
Sayers PHD, Michael	Psychological Eval Follow Up	Oct 4, 2017 2:00:00 PM

#### BH-Child Evals

Resource	Appointment Type	Next 3rd Open
Dzubinski MD, David L	BH-Child Eval	Nov 30, 2017 8:00:00 AM

#### BH-Child Med Checks

Resource	Appointment Type	Next 3rd Open
Dzubinski MD, David L	BH-Child Med Check	Nov 22, 2017 7:00:00 AM

#### BH-Adult Evals

Resource	Appointment Type	Next 3rd Open
Patil MD, Veeranagouda	BH-Adult Eval	Dec 27, 2017 1:00:00 PM
Rodriguez MD, Josefina	BH-Adult Eval	Dec 29, 2017 4:00:00 PM

#### BH-Med Checks

Resource	Appointment Type	Next 3rd Open
Patil MD, Veeranagouda	BH-Medication Check	Dec 8, 2017 11:00:00 AM
Rodriguez MD, Josefina	BH-Medication Check	Oct 20, 2017 5:30:00 PM

#### BH-RN Triage Assessment

Resource	Appointment Type	Next 3rd Open
Paluch MSE RN LPC, Dave	RN-Psychatric Nursing Assessment	Oct 25, 2017 9:30:00 AM



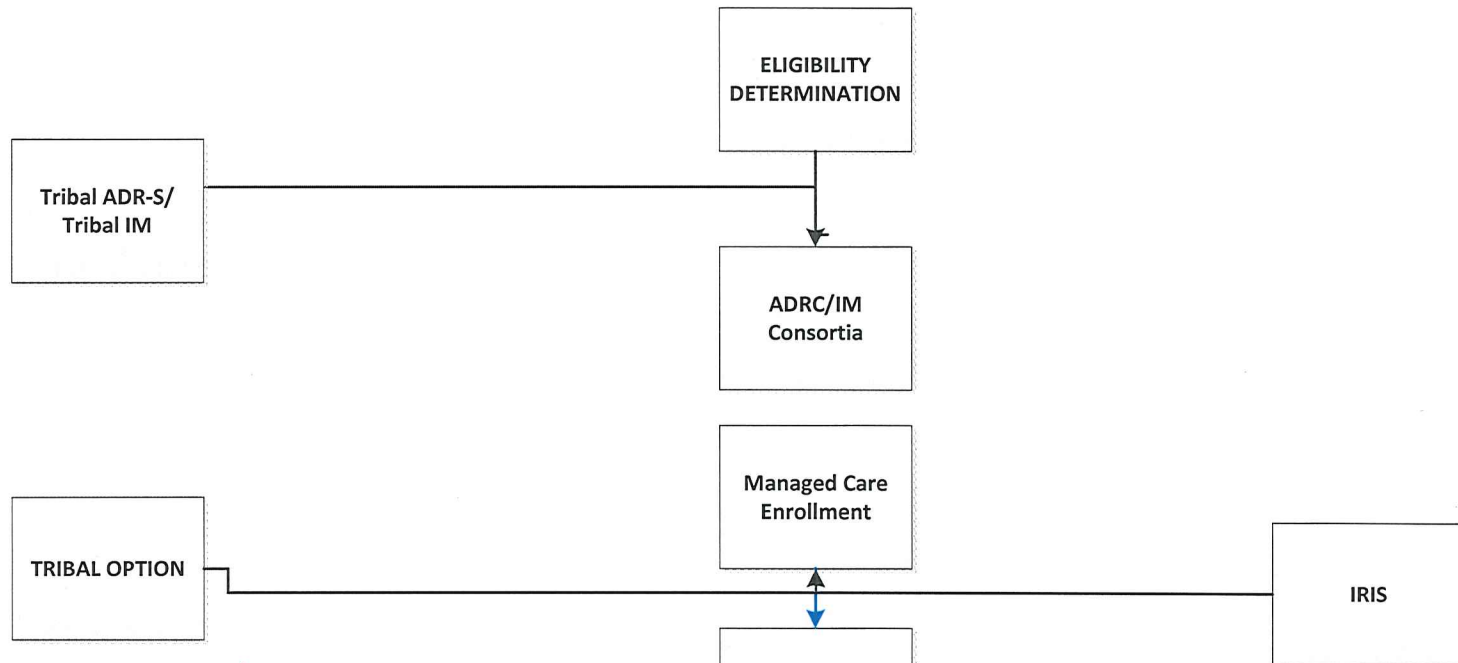
**BH - Access Of Care**  
**3rd Available appointment**

Resource	Appointment Type	Next 3rd Open
Skrivanie MSN RN, Lois	RN-Psychatric Nursing Assessment	Oct 12, 2017 10:00:00 AM

**BH-Eval FU**

Resource	Appointment Type	Next 3rd Open
Dzubinski MD, David L	BH-Eval FU	Jan 4, 2018 3:00:00 PM
Patil MD, Veeranagouda	BH-Eval FU	Dec 15, 2017 1:30:00 PM
Rodriguez MD, Josefina	BH-Eval FU	Oct 23, 2017 10:00:00 AM

STATE (Family Care, 1915C)  
Functions that must stay with the State

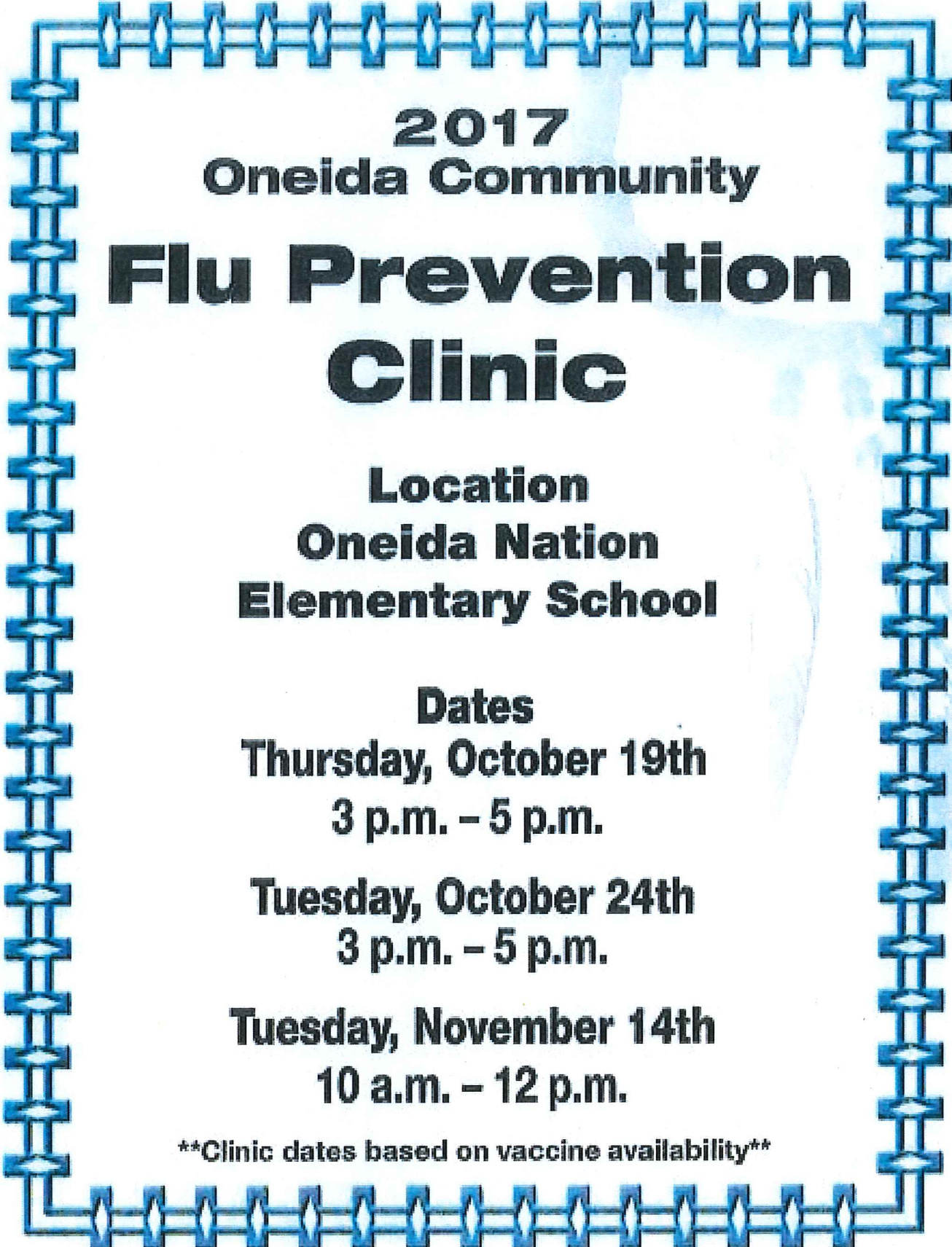


Tribes have the right of 1<sup>st</sup> refusal for everything. What the Tribe chooses not to do the MCO must do.  
The more the Tribe does, the less the MCO has to do.

↓  
Administrative functions delegated from the State:  
  
Case Management  
Case Management Plan  
\*Service approval  
\*Service rranagement  
\*Contracting for service provision  
Direct Service Provision

↓  
Administrative functions delegated from the State:  
  
Case Management  
Case Management Plan  
\*Service approval  
\*Service arrangement  
\*Contracting for service provision  
Direct Service Provision





**2017**  
**Oneida Community**  
**Flu Prevention**  
**Clinic**







**Location**  
**Oneida Nation**  
**Elementary School**

**Dates**  
**Thursday, October 19th**  
**3 p.m. - 5 p.m.**

**Tuesday, October 24th**  
**3 p.m. - 5 p.m.**

**Tuesday, November 14th**  
**10 a.m. - 12 p.m.**

**\*\*Clinic dates based on vaccine availability\*\***

Sun	Mon	Tue	Wed	Thu	Fri	Sat
<p><b>1</b> 9:30 Catholic Communion 10am Coffee Social 1pm Methodist Service 2pm Board Games</p>	<p><b>2</b> <b>PopSicle Day</b> <i>National Custodial Worker Day!!!</i> 10:30 1-1 Visits 1:30 Memory Games 2:30 Bingo</p>	<p><b>3</b> 10:30 Sing a long 1:30 Trivia . <b>Remembering the 1960's</b> 3pm Colorama</p>	<p><b>4</b> 8am Beauty &amp; Barber Shop 9am Manicures (note day change) 1:30 Sit N Be Fit 2:30 BINGO</p>	<p><b>5</b> 9:30 Book Club 10:30 1-1 Visits 1:30 National Parks Video 3pm Balloon Volleyball</p>	<p><b>6</b> 9am 1-1 Visits 10am FARKLE 1:30 Movie &amp; Pop Corn</p>	<p><b>7</b> 9:30 Card Club 1:30 1-1 Visits 3pm BINGO</p>
<p><b>8</b> 9:30 Catholic Communion 10am Coffee Social 1:30 Board Games 3:30 Packer Party</p> 	<p><b>9</b> 10:30 1-1 Visits 1:30 Memory Games 2:30 Bowling/Wii</p>	<p><b>10</b> <b>10:30 Zumba</b> 1:15pm Northland Church Video 3pm Colorama</p>	<p><b>11</b> 8am Beauty &amp; Barber Shop 9am Manicures (note day change) 1:30 Sit N Be Fit 2:30 BINGO</p>	<p><b>12</b> 9am Making Dog Biscuits 1:30 1-1 Visits 3pm Live Entertainment <b>Bobby Solberg</b></p>	<p><b>13</b> <b>World Egg Day</b> Egg treats.... 9am 1-1 Visits 10am Mexican Train 1:30 Movie &amp; Pop Corn</p>	<p><b>14</b> 9:30 Card Club 1:30 1-1 Visits 3pm BINGO</p>
<p><b>15</b> 9:30 Catholic Communion 10am Coffee Social 12noon Packer Party</p> 	<p><b>16</b> 10:30 1-1 Visits 1:30 Memory Games 2:30 Bingo</p>	<p><b>17</b> <b>10:30 Riverview Song service</b> 1:30 Trivia . <b>Remembering the 1960's</b> 3pm Colorama</p>	<p><b>18</b> 8am Beauty &amp; Barber Shop 9am Manicures (note day change) 1:30 Sit N Be Fit 2:30 BINGO</p>	<p><b>19</b> 9:30 Book Club 10:30 1-1 Visits 1:30 3pm Horse Race</p>	<p><b>20</b> 9am 1-1 Visits 10am FARKLE 1:30 Movie &amp; Pop Corn</p>	<p><b>21</b> 9:30 Card Club 1:30 1-1 Visits 3pm BINGO</p>
<p><b>22</b> 9:30 Catholic Communion 10am Coffee Social 12noon Packer Party</p> 	<p><b>23</b> 10:30 1-1 Visits 1:30 Memory Games 2:30 Bowling/Wii</p> 	<p><b>24</b> <b>10:30 Resident Council</b> 1:30 Trivia . <b>Remembering the 1960's</b> 3pm Colorama</p> 	<p><b>25</b> 8am Beauty &amp; Barber Shop 9am Manicures (note day change) 1:30 Sit N Be Fit 2:30 BINGO</p>	<p><b>26</b> 9am Making Dog Biscuits 1:30 1-1 Visits 4pm Episcopal Service</p>	<p><b>27</b> 9am 1-1 Visits 10am Mexican Train 1:30 Movie &amp; Pop Corn</p>	<p><b>28</b> 9:30 Card Club 1:30 1-1 Visits 3pm BINGO</p>
<p><b>29</b> 9:30 Catholic Communion 10am Coffee Social 1:30 Board Games</p>	<p><b>30</b> 10:30 1-1 Visits 1:30 Memory Games 2:30 Bingo</p>	<p><b>31</b> 10:30 1-1 Visits <b>Halloween Party with Elderly Services in the Congregate Dining</b></p>	<p><b>Tuesday;</b> <b>Pet Therapy with Joan &amp; Emma 3pm</b>  <b>Devotions with Mike ... 5pm</b></p>	<p><b>National Cyber Security Month</b></p>		



Monthly AJRCCC Financials:

		CASH FLOW (August)			
CASH RECEIPT			\$ 4,437,525.00		BUDGET
ELIGIBLE SERVICES	\$ 118,283.00				
SALES ADJUSTMENT	\$ 470,160.00				
SALES ADJ-REGULAR	\$ 197,560.00	\$ 786,003.00			
	<b>TOTAL REVENUE</b>		<b>\$ 5,223,528.00</b>		
EXPENSES		\$ 5,946,916.00		(ACTUAL CASH)	\$ 5,252,498.00
DEPRECIATION - EQUIPMENT	\$ (222,575.00)	\$ (222,575.00)			
	<b>TOTAL EXPENSES</b>		<b>\$ 5,724,341.00</b>		
			<b>\$ (500,813.00)</b>	(ACTUAL EXPENSE)	\$ 5,951,412.00
BILLABLE DAYS	14312	\$ 399.97		(VARIANCE)	\$ (698,914.00)
MEDICAID RATE		\$ 266.32			
		\$ 133.65			
COST/ DAY	\$ 399.97				
REVENUE/DAY	\$ 364.98				
MEDICAID RATE (75.2%)	\$ 266.37				
BUDGET /DAY-EXPENSE	\$ 415.83				
BUDGET /DAY-REVENUS	\$ 367.00				

Monthly Dietary Menu Attached:

- See Page 4

Monthly Calendars for Activities Attached:

- See Page 5

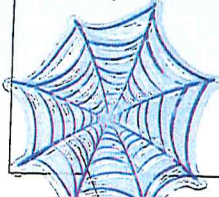

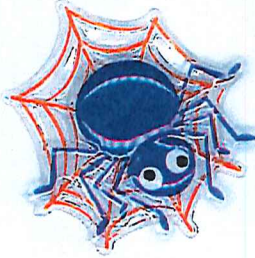




OCTOBER 2017 MENU



Congregate Meal Site, 2901 S. Overland, Oneida, WI 54155

Phone: 1-920-869-1551

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
2 Liver & Onions Mashed Potatoes Carrots Roll Cookie	3 Spaghetti W/Meat Sauce Italian /Blend Vegetable Cheesy Mascot Bread Fruit	4 Swiss Steak Mashed Potato Brussels Sprouts Dinner Roll Fruit	5 Beef Stew Turkey Sandwich Vegetables Fruit	6 Baked Fish Oven Roasted Potato Asparagus Rye Bread Fruit
9 Hamburger Baked Chips Baked Beans Fruit	10 Beef Soup Egg Salad Sandwich Lettuce Salad Jell-O	11 Roast Turkey Sweet Potatoes Wax Beans Cranberry Sauce Corn Bread Fruit	12 Beef Stroganoff Noodles Brussels Sprouts Fruit Ice Cream	13 Salmon Loaf Cream Pea Sauce Parsley Buttered Potato Rye Bread Fruited Jell-O
16 Chicken A' La King Homemade Biscuit Carrots Lettuce Salad Fruit	17 Meat Loaf Cheesy Potato Almond Green Beans Bread Fruit	18 Sloppy Joe Corn On The Cob Chips Fruit Jell-O	19 Boiled Dinner 1/2 Turkey Sandwich Lettuce Salad Apple Crisp	20 Potato Crusted Cod California Blend Dinner Roll Cake
23 Barbecued Chicken Cole Slaw Broccoli Dinner Roll Fruit	24 Ring Bologna Parsley Buttered Potato Acorn Squash Homemade Bread Fruit	25 Roast Turkey Dressing Mixed Vegetables Cranberry Sauce Pudding	26 BIRTHDAY DAY Homemade Chili Turkey/Cheese Sandwich Lettuce Salad Fruit Birthday Cake	27 Baked Pork Chop Mushroom Gravy Mashed Potatoes Green Beans Dinner Roll Fruit
30 Corn Soup Make Your Own Sub Raw Vegetables Pumpkin Muffin 	31 Roast Beef Gravy Mashed Potatoes Carrots Homemade Bread Fruit 		All meals are served with coffee, juice, milk, tea, or water. 	MENU IS SUBJECT TO CHANGE. Lunch is served Monday-Friday from 12:00-1:00 p.m. Breakfast is served from 9:00-10:00 a.m. on posted days. 

### Oneida Business Committee Agenda Request

1. Meeting Date Requested: 10 / 25 / 17

**2. General Information:**

Session:  Open  Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

Accept Community & Economic Development Division FY '17 4th quarter report

**3. Supporting Materials**

Report  Resolution  Contract

Other:

1.

3.

2.

4.

Business Committee signature required

**4. Budget Information**

Budgeted - Tribal Contribution

Budgeted - Grant Funded

Unbudgeted

**5. Submission**

Authorized Sponsor / Liaison:

Primary Requestor/Submitter:

\_\_\_\_\_  
Your Name, Title / Dept. or Tribal Member

Additional Requestor:

\_\_\_\_\_  
Name, Title / Dept.

Additional Requestor:

\_\_\_\_\_  
Name, Title / Dept.



**ONEIDA**

**Community & Economic**  
**Development Division**

Troy D. Parr, AIA  
Division Director

FY`17, 4<sup>rd</sup> Quarter Report  
July, August & September 2017

Revised: 10/19/17

## Community & Economic Development Division

*Below are some highlights of FY '17, Fourth Quarter Development Branch work efforts:*

### The Community & Economic Development Division

During the Third Quarter of FY '17, the additional work was completed to move toward implementing the formal split of the now Former Development Division into two separate Divisions – Community & Economic Development Division (C&EDD) and the Division of Public Works (DPW).

Look for more information over the next fiscal year about advancement by the C&EDD as we lead the Oneida Nation in developing an updated Economic Development Strategic Plan for the Nation.

### Economic Development, on purpose, through Strategic Planning

During the 4<sup>th</sup> quarter of FY '17, the C&ED Division set the groundwork for development of an updated Oneida Nation Economic Development Strategy. The strategy will be developed over the first two quarters of FY '18 and implementation of strategy will begin in the 3<sup>rd</sup> quarter of FY '18.

This new strategy represents a significant advancement by the Oneida Nation to embrace the emerging new economy (digital evolution, internet of things and advanced manufacturing). Our strategy will better align us to accelerate growth locally, regionally, nationally and potentially on a global scale through strategy to become engaged participant in business opportunity activities of the Oneida Nation.

Yaw^ko,  
Troy D. Parr, AIA  
Oneida Architect

# RENEWED VISION & MISSION:

## CEDD Vision

*To elevate the Oneida Nation by providing community & economic development practices that nurture and sustain Oneida families to prosperity.*

## CEDD Mission

*To strategically implement systems that foster sustainable development and commerce growth that reflect **Tsi' niyukwalihota** (our ways) with innovative approaches that enrich the natural, built and business environments.*





**Community & Economic Development Division**

This information reported is for the 4<sup>th</sup> Quarter of the Fiscal Year (July, August and September 2017).

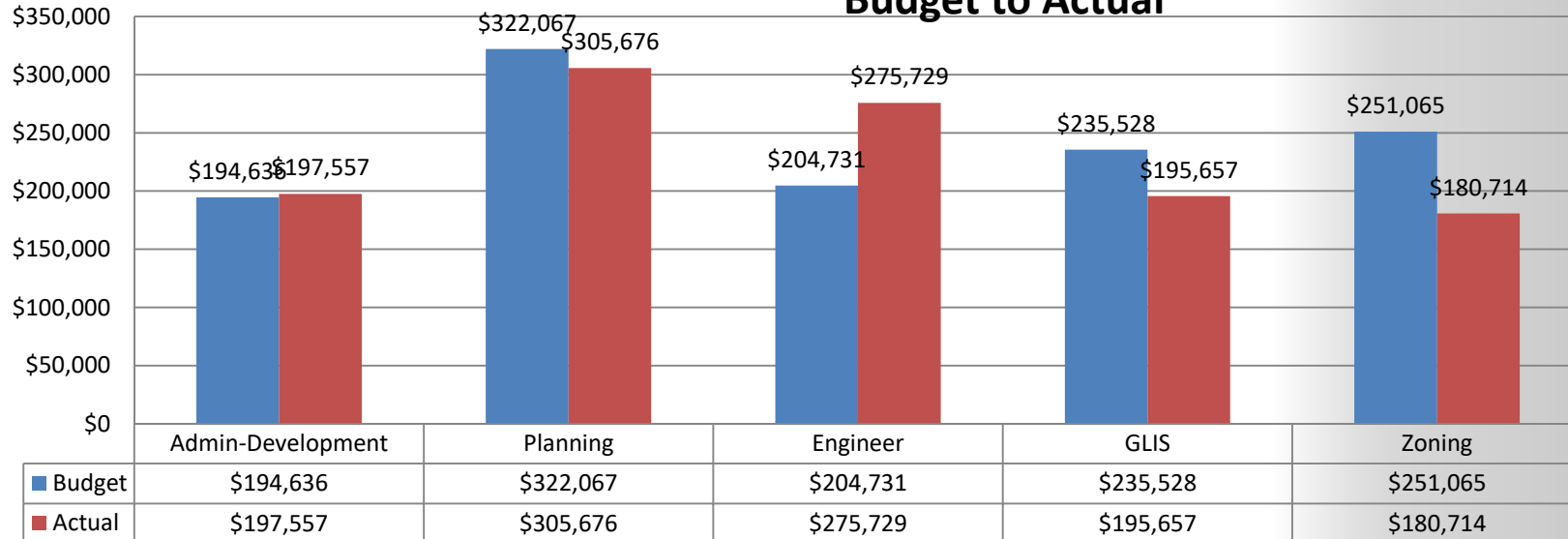


Department	Budget	Actual	Variance	%
Administration	\$194,636	\$197,557	-\$2,921	-1.50%
Planning	\$322,067	\$305,676	\$16,391	5.09%
Engineering	\$204,731	\$275,729	-\$70,998	-34.68%
GLIS	\$235,528	\$195,657	\$39,871	16.93%
Zoning	\$251,065	\$180,714	\$70,351	28.02%
<b>Total FY17</b>	<b>\$1,208,027</b>	<b>\$1,155,333</b>	<b>\$52,694</b>	<b>4.56%</b>



**Community & Economic Development Division**  
**FY 17 (4<sup>rd</sup> Quarter)**  
**4.65% better than budget**

**Development Division, Development Branch - FY17 Quarterly  
Budget to Actual**







## Community & Economic Development Division - (Departmental Updates)

### ▪ Engineering:

We are managing the various CIP, Non-CIP, OHA, and other miscellaneous projects. We provide assistance to the Zoning Department with plan reviews for code compliance. In addition, we help various Tribal Departments with design and construction coordination for minor interior remodel projects. Major projects are identified in listing above. (James Petitjean – Interim Assistant Division Director; Paul Witek - Senior Architect.)





## Community & Economic Development Division - (Departmental Updates)

### ▪ Engineering (continued):

**Contact Paul Witek**

**Office: 920-869-4543**

- Residential Home Sites
- Elder Services / Apartments Improvements
- Social Services Building Remodel – Phase V
- Oneida Nation High School
- Oneida Nation Farms Manure Pit
- Early Head Start Facility
- Oneida Golf Enterprise Remodel – Phase II
- Water Main Loop
- NHC Remodeling – Phase VIII
- Business Park Storm Water
- Oneida Fishery Restoration – Phase II
- Solar Electric Deployment, assistance
- Tribal Transportation Program, assistance
- Elder Homes Repair
- Main Casino Exterior Enhancements
- Mason Street Casino Exterior Enhancements
- O.F.F. Facility Improvements
- Oneida Recreation Complex
- OCHC Satellite Pharmacy - AJRCCC
- Tsyunhehkwa Storage/Shelter
- Elder Village Cottages – Phase II
- Uskah Village Apartments – Phase II
- Oneida Four Paths
- Oakwood Court House Reconstruction
- ONSS – Accessibility Renovations
- Miscellaneous Small Projects



## **Community & Economic Development Division - (Departmental Updates)**

### ▪ **Planning & Statistics Projects**

**Central Oneida Area Development Plan-** Assisting with transportation improvements in Central Oneida to include a proposal for the Oneida Life Sustenance Community Center, sidewalk improvements, events space, a park and ride for the Duck Creek Trail, streetscape and a public plaza. Status: Ongoing community engagement, grant writing and working the Bureau of Indian Affairs Roads Program.

**Model Housing Initiative** – Assisting the Oneida Housing Authority to design and construct a series of affordable starter homes for one and two person households. The house design shall have the ability to be modified or expanded as the occupant(s) needs change. Status: Concept.

**Community Trails** – Assisting in the development of a comprehensive trail system. Status: Exploring the possibility of a Safe Routes to School Planning Grant through the State of Wisconsin for the next phase of the project. It includes a trail from the Turtle school to the Flying Leaf Neighborhood(Site 2). Status: Developing draft work plan that include phases and a time line for future development.





## **Community & Economic Development Division - (Departmental Updates)**

### ▪ **Planning & Statistics Projects**

**Apple Orchard Improvements** - The Oneida Apple orchard is a center of tourist activity in the summer time with Apple Fest as its main event. Improvements to the facility such as parking, access points in and out of the apple orchard compound, replacing old trees, and production facilities is needed to continue to be community asset. Status: Project Planning Phases

**Central Oneida Food Hub**-Working with Governmental Services Director on a Food Hub Development Plan.

**Agriculture Strategy** – Assisting the Agriculture Strategy team with visuals, info graphics, maps, power point presentation and proposed Agriculture Strategy booklet. Introducing the Oneida Food Sovereignty Initiative that includes proposing incremental improvements to how we produce and provide white corn, buffalo meat, beef, and apples in the Oneida Community. Status: On-going



## Community & Economic Development Division - (Departmental Updates)

- **Planning & Statistics Projects**
- **Agriculture Strategy** – Assisting the Agriculture Strategy team with visuals, info graphics, maps, power point presentation and proposed Agriculture Strategy booklet. Introducing the Oneida Food Sovereignty Initiative that includes proposing incremental improvements to how we produce and provide white corn, buffalo meat, beef, and apples in the Oneida Community. Status: On-going
- **Community Outreach-** Coffee with planner's has been a successful venture. We continue to hold monthly sessions . We will be closing out this year with one last Coffee with the Planner's in October and pick these sessions up again in January of 2018. Participation in this has been at an all time high and further consideration of moving to a larger venue will be our focus for the 2018 Coffee with the planners sessions. The community conversations have been focused on Central Oneida however many topics are slated for 2018 as well as internal entities using this forum for additional communication input and discussions. We look forward to another successful year in 2018.



## **Community & Economic Development Division - (Departmental Updates)**

### **Planning & Statistics Projects**

- With the approval of the Planning budget for 2018, work can begin on a revision of Comprehensive Plan and Vision Oneida. Revisions and development of an Area Development Plan and Land Use Plan is also being looked.
- The Land Use Process is in the final stages of revision and this updated process will be rolled out to it's users in the near future.

### **GLIS**

- GLIS and MIS continues to work together on the maintenance of the system. Efforts are underway to do an analysis of the current product with a possibility of reinstallation of a new product that can be designed to fit the needs of the organization. The GLIS administer position is still vacate and efforts are still ongoing to fill this position.



## Community & Economic Development Division - (Departmental Updates)

### ▪ Zoning

Zoning is currently full staffed.

There are currently 54 active projects. A few major projects that currently in progress:

- The Sam's Club Renovation
- Uskah Village Phase 2
- Four Paths C-Store Renovation
- Externally leased New Car Wash at Four Paths C-Store
- Solar Roof Project (near completion)
- Maple Syrup Shack behind NHC (Oneida High School and NWTC are partnering)
- Three Sisters Head Start addition to the existing building (just started).

This past quarter 43 Building Permits were issued, 6 Land Use Permits were issued and 4 Sanitary Permit's were issued.

Zoning has received 18 property complaints which have been investigated and forwarded for additional enforcement, if required.



## **Community & Economic Development Division - (Departmental Updates)**

### ▪ **Transportation Planning**

Powless and Metoxen drive roads are 100% complete on September 30, 2017. Aliskwit road And Town road will be complete on October 16. Ranch road west and east will be complete on October 23<sup>rd</sup> weather permitting.

Speed bumps will be added in Site I across from the library and recreations center the week of October 23<sup>rd</sup>.



### Oneida Business Committee Agenda Request

1. Meeting Date Requested: 10 / 25 / 17

2. General Information:

Session:  Open  Executive - See instructions for the applicable laws, then choose one:

[Empty text box]

Agenda Header: Reports

Accept as Information only

Action - please describe:

Approve DPW 4th Quarter Report

3. Supporting Materials

Report  Resolution  Contract

Other:

1. [Empty text box]

3. [Empty text box]

2. [Empty text box]

4. [Empty text box]

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution

Budgeted - Grant Funded

Unbudgeted

5. Submission

Authorized Sponsor / Liaison: [Empty text box]

Primary Requestor/Submitter: Jacque Boyle, Asst. Dev. Dir. Director-Interim  
Your Name, Title / Dept. or Tribal Member

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.

## Oneida Business Committee Agenda Request

### 6. Cover Memo:

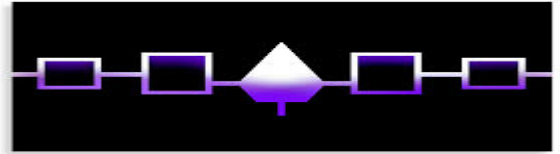
Describe the purpose, background/history, and action requested:

Approval of DPW 4th quarter report.

- 1) Save a copy of this form for your records.
- 2) Print this form as a \*.pdf *OR* print and scan this form in as \*.pdf.
- 3) E-mail this form and all supporting materials in a **SINGLE** \*.pdf file to: [BC\\_Agenda\\_Requests@oneidanation.org](mailto:BC_Agenda_Requests@oneidanation.org)



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# ONEIDA NATION DIVISION OF PUBLIC WORKS



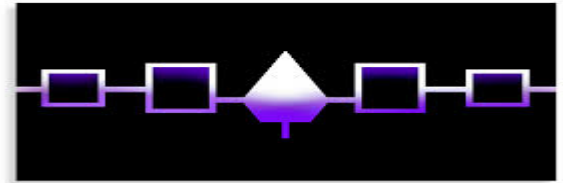
# 2017

## 4th Quarter Report





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## Automotive

The most important provisions for the Oneida Nation is safe operations of vehicles used for the Nation's business to remain operational to their full potential. This is done by scheduled maintenance and repairs of departmental vehicles.

## Community Wells & Septic, Plumbing

To upgrade the standard of living by providing complying Septic Systems and potable water supply from Private Wells. To be the first line of defense against disease prevention.

## Custodial

The DPW custodial department maintains all non-gaming Oneida Nation occupied buildings in a clean, sanitized, and safe environment through teamwork, communication, and quality customer service.

## Facilities, Maintenance

The facilities department provides preventative and regular maintenance, remodeling, fire and security monitoring, event coordination, and departmental moves for 80+ buildings and their departments.

## Grounds Keeping

The overall maintenance of all of the Oneida Nation's grounds, roads, landscaping, and 24 hour snow removal along with Tribally owned roads is the mission of the Grounds Keeping Department.

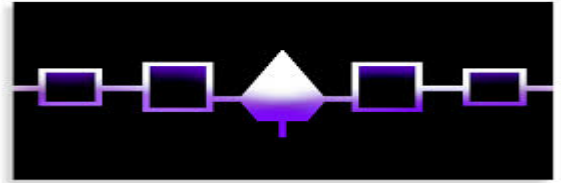
## Utilities

Provide safe drinking water and environmentally safe wastewater treatment and septage removal. Provide billing for sewer and water, septic removal and refuse/recycling services.



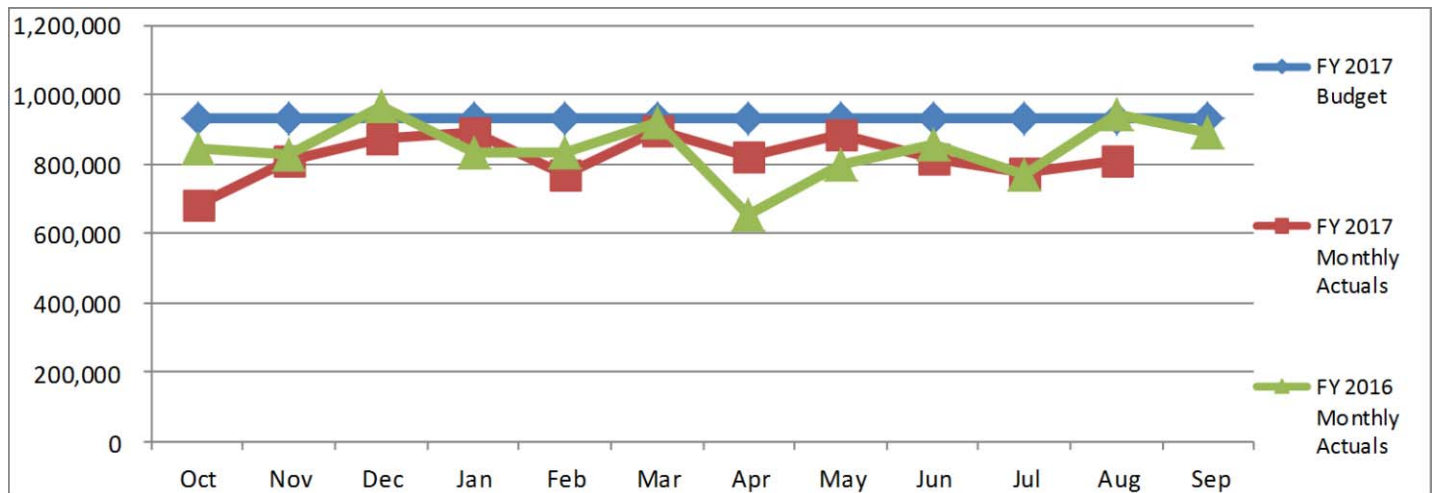


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## Department of Public Works Financials

### Budget versus Actuals



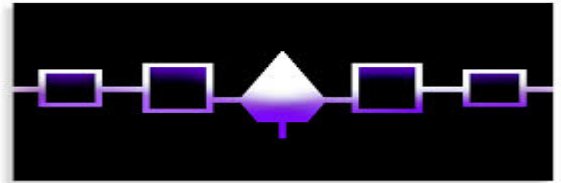
- YTD Actuals as of August are at \$1,054,293 positive variance versus YTD Budget which is approximately a 10% variance.
- Major contributing factors to the positive variance are partial year vacant positions and extended medical leaves. The majority of the variance is within the Custodial and Facilities departments.
- Reorganization efforts and implementing career development plans have created shared positions and efficiencies by placing the right people in the right positions.
- Numerous Capex Projects for FY17 were completed.





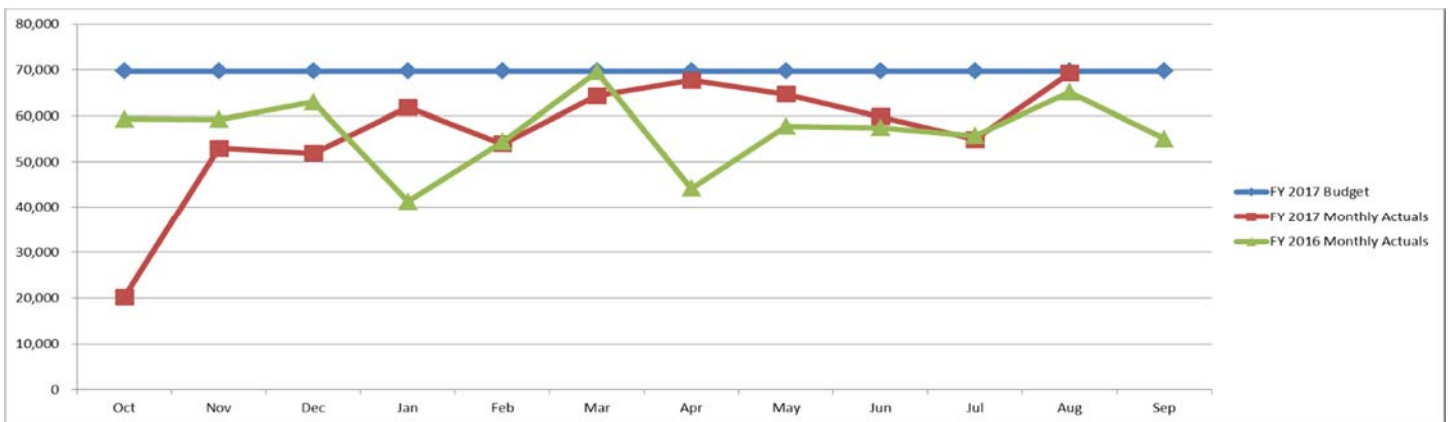


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# Department of Public Works

The Department of Public Works Administration provides services and support for all of DPW Business Units, internal and external customers. We provide administrative services, budget and financial support services, community services, continuous improvement, customer services, fleet vehicle services, human resources services, safety awareness, and training services.



Completion of capital expenditure projects has been a major focus for DPW in this past quarter. Various building projects have been completed including reroofing, replacing flooring, installing energy efficient lighting, and replacing HVAC equipment.

DPW continues to work with HRD, Social Services, Cultural Heritage, Land Office, and Environmental in placing interns and current employees in areas which they have a career interest and/or related degrees. This has worked out quite well to give recent graduates and students experience in their field of study. This is one initiative that is contributing to the succession planning that not only our Department is concerned about, but the overall organization. In doing this, it allows employees to gain the necessary experience to qualify for vacant positions. Filling Custodial positions continues to be a major challenge.

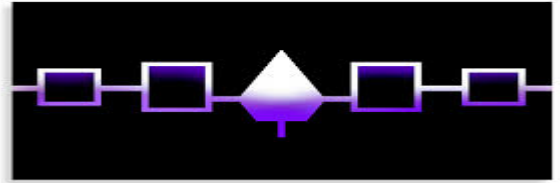
DPW is participating in the planning team for the HWY 54 bridge holiday lights and will also be installing the electrical components.

Employees have been attending several mandatory Tribal wide trainings as well as training on hazardous communication, excavation safety, heat exhaustion, ladder safety, and personal protective equipment training. We are reaching out to other departments such as Elder Services employees to be included in our group training sessions. Our employees are doing an excellent job in safety awareness over all.

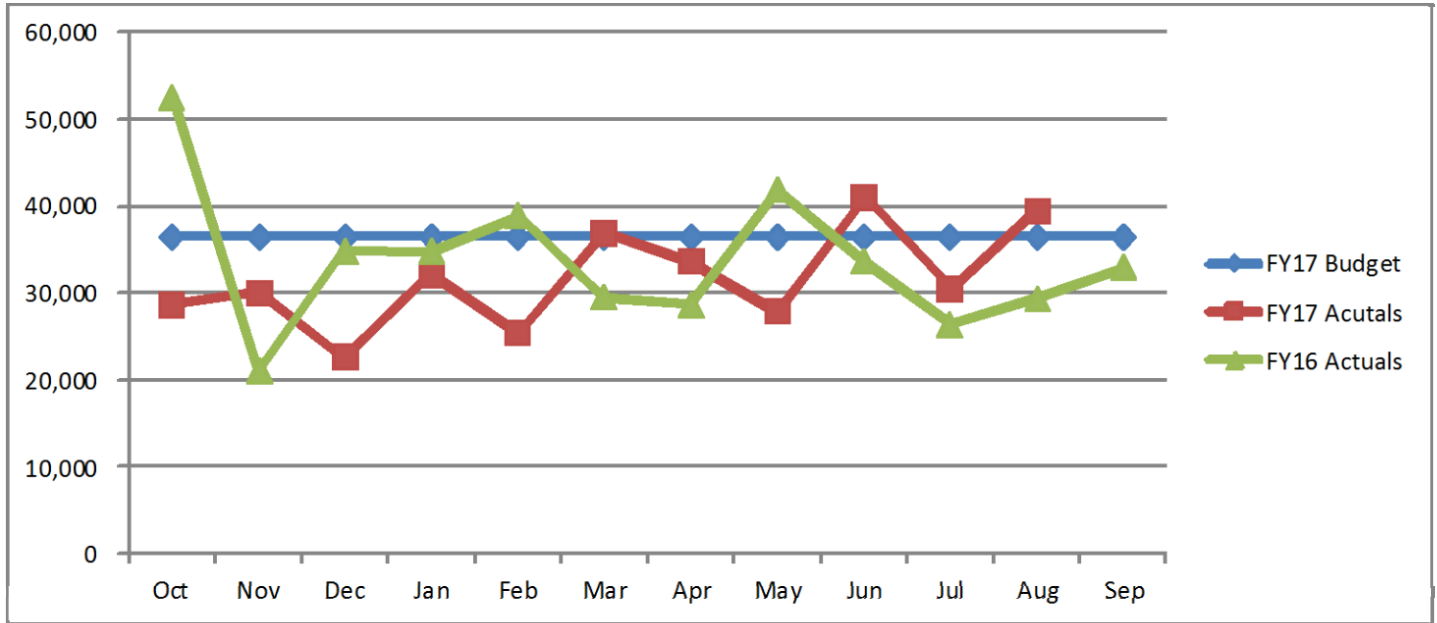




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# Automotive Department



## 3rd Quarter Services

Automotive Work Orders Completed: 239

Vehicle Requests: 93

Fleet Detailing: 124

Equipment Repair Costs for 4th Quarter: \$148.00

## Fleet Management Projects

Purchases: Gaming Maintenance Vehicles

Gaming Shuttle

Grounds Keeping two (2) plow trucks

Maintenance: Two (2) dump trucks painted

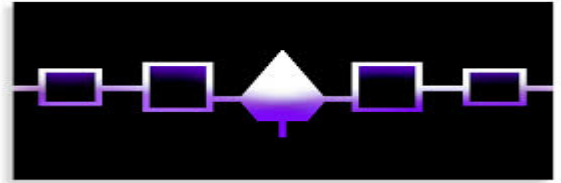
Gas Cards: Worked on implementation of fleet gas cards, which has had its challenges.



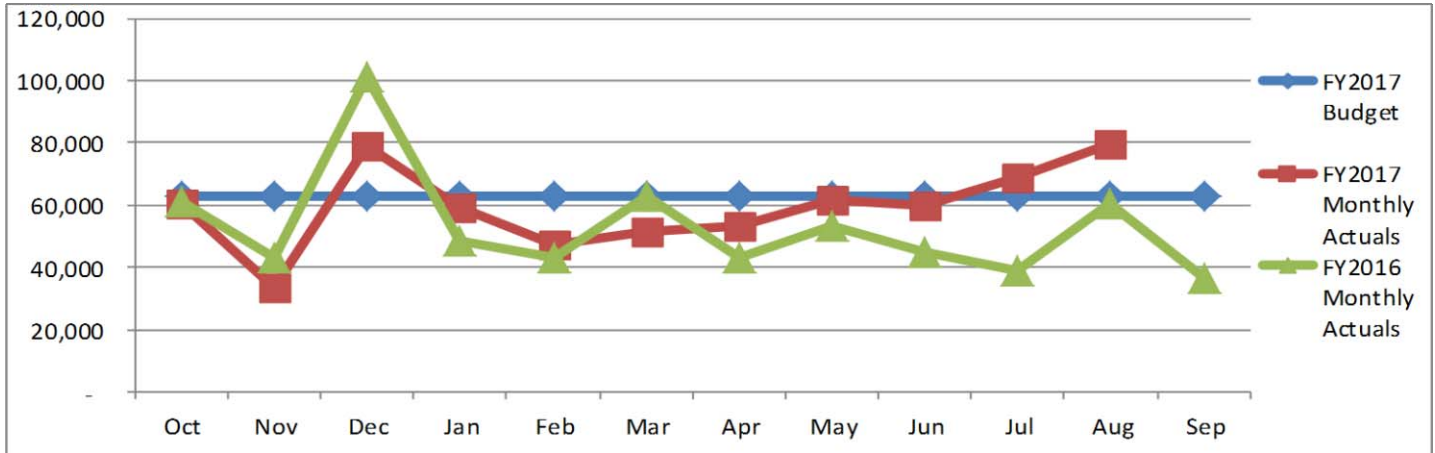


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# Community



## Wells and Septic, Plumbing



### Projects

Description	Status
IHS Project BE-13-J05	3 Well Drilling, 3 Test pumps
IHS Project BE-15-J50	2 Soil Testing, 3 Water supply, 4 septic system
IHS Project BE-15-J50	5 Sites to working on
	7 New HBO Sites Open (no applicants yet)
IHS Project BE-12-G98	Remaining work to do
POWTS Improvement & Inventory	353 POWTS Evaluation Sites

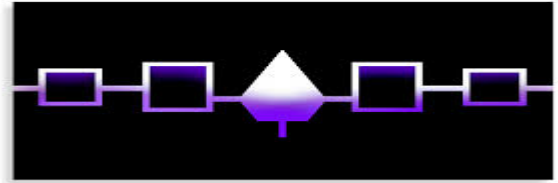
### Program Alignment Summary

Alignment	Description	Status
Commitment to Building a Responsible Nation	CWS & Plumbing Repairs for: . Septic Systems . Water Supply/Well Repairs . Inside Plumbing Repairs	70 Homes
Commitment to Building a Responsible Nation	Engineering CIP Projects . HUD Apt. Bldg #2, #3 . Oakwood HUD Home Oneida Cemetery	Metoxen Lane sewer & water connections, Uska Village sewer & water connections and inside plumbing. Interior plumbing Weekly water height check at cemetery.
Commitment to Building a Responsible Nation	Tribal Building Facilities Plumbing projects, repairs and services	25 Work Orders
Commitment to Building a Responsible Nation	Other: Elder Services, Housing Authority, DOLM Sites	35 Work Orders

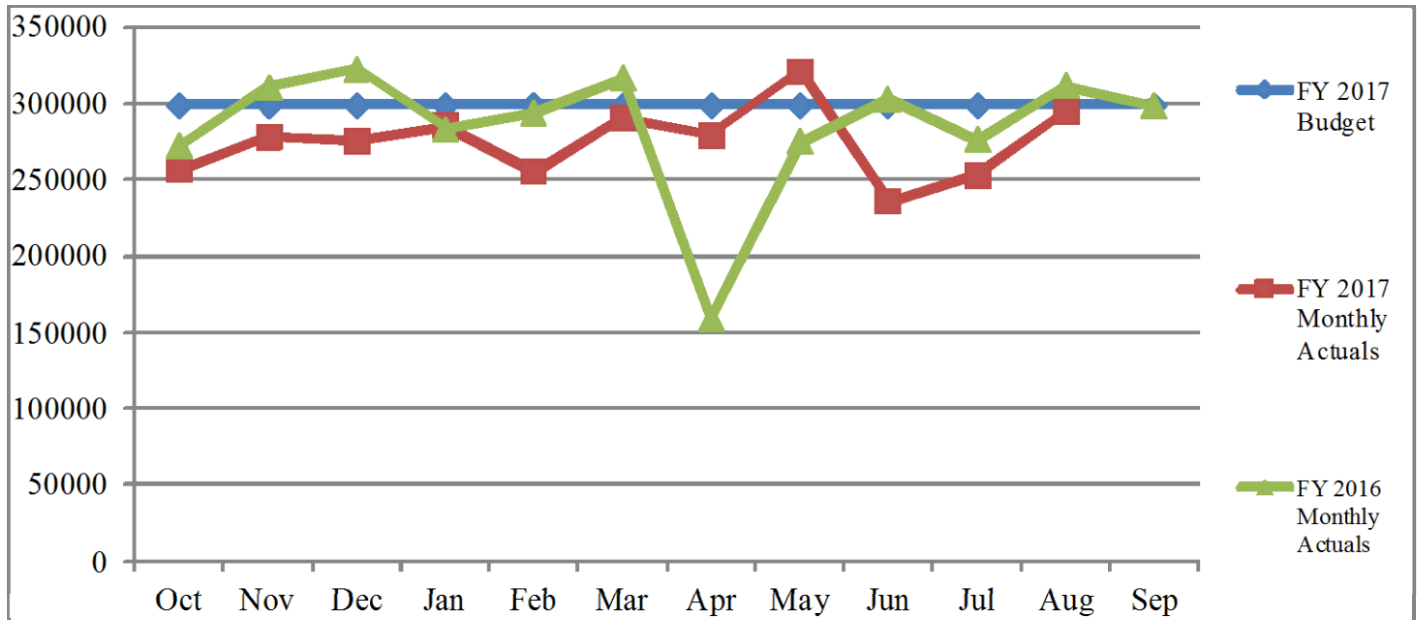




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# Custodial Department



## Description/Project

## Status

Equipment

Assessing current condition of vacuums and other equipment to determine replacement and repair requirements due to age and maintenance needs.

Schools Summer cleaning

Carpet cleaning are being completed as scheduled

Flooring at Retail Outlets

Coordinating Team to focus on floor care and Oneida One Stops

## Program Alignment Summary

### Alignment

### Description

### Status

Create a Positive Organizational Culture

Develop Training Program

Assistant Custodial Manager/Trainer hired for 2nd shift to focus on workforce development.

Commitment to Building a Responsible Nation

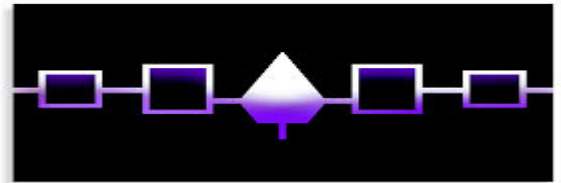
Define Building Cleaning Standards

Custodial team is meeting to update handbook, and began using it for orientation of new employees

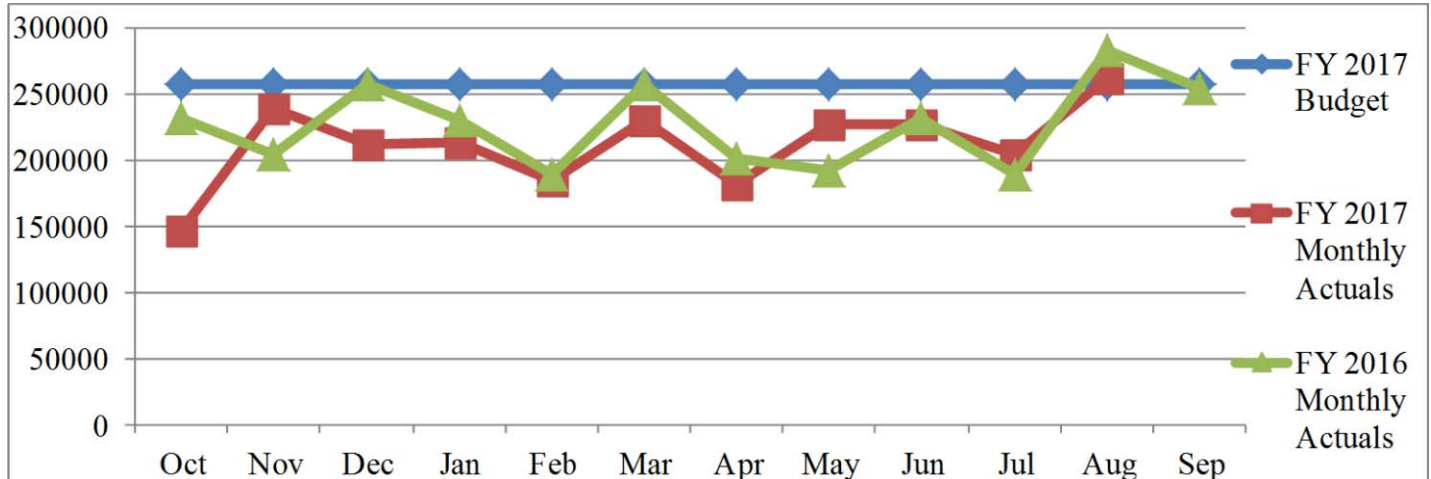




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## Facilities Department



## Initiatives/Projects

Projects:

Repairs and Maintenance

West Mason Casino , Capex Budget, SSB boiler replacement, Early Headstart addition, Solar Deployment, ARCHIBUS, Old Accounting bldg. boiler replacement, NHC N. Wing scope of work, Mason Street C-Store project.

Control Access all buildings, Security Systems, HVAC Control all buildings, Inspections, and assisting with various projects at CEDD and Zoning.

## Program Alignment Summary

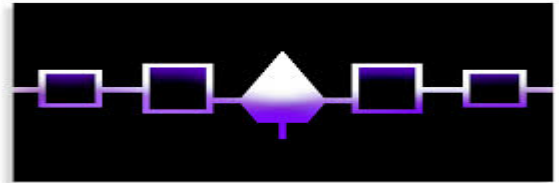
Alignment	Description	Completed
Committing to building a Responsible Nation	Completion or extension of funds to carryover to be able to complete Capital Expenditures.	Started projects and are working with budget office and team to work through processes.
Committing to building a Responsible Nation	Complete Facility Condition Assessments	Building Assessments continue to be completed with additional ones being done each month. 10 DPW and 2 gaming buildings are completed.







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# Facilities Department Work Orders

## Completed 4th Quarter: 648

### Completed Work Orders by Month

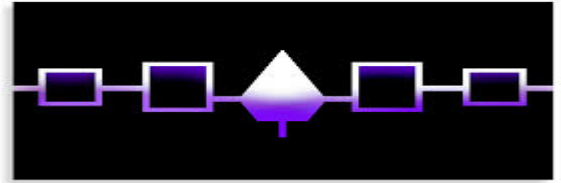
4th Quarter 2017

PROBLEM TYPE	Jul-17	Aug-17	Sep-17
BLINDS	1.0	1.0	1.0
CARD ACCESS	11.0	9.0	5.0
CLEANING			7.0
COOLER/FREEZER		4.0	1.0
DAMAGE	2.0	2.0	
DISPOSAL	4.0	3.0	7.0
DOOR-LOCKS-KEYS	8.0	10.0	5.0
ELECTRICAL	13.0	25.0	17.0
ELECTRICAL PROB	8.0	2.0	3.0
FINISHES			1.0
FLOORING/CEILING	3.0	3.0	
FURNITURE RELAT	14.0	21.0	14.0
GROUNDS	4.0	8.0	13.0
HVAC	10.0	6.0	10.0
HVAC HVAC - INSTALL		1.0	
HVAC HVAC - PM	1.0		
HVAC HVAC - PROBLEM	8.0	12.0	12.0
LIGHTING	10.0	14.0	12.0
MAINTENANCE	45.0	70.0	62.0
OFFICE MOVE	3.0	6.0	7.0
OTHER	27.0	26.0	28.0
PAINT			2.0
PARKING LOT	1.0	1.0	1.0
PLUMBING		6.0	5.0
PREVENTIVE MAINT		4.0	1.0
RODENTS-INSECTS		1.0	9.0
ROOF			3.0
SAFETY	1.0	1.0	
SECURITY		1.0	
SIGNS	1.0	1.0	1.0
SPECIAL EVENT		2.0	
TABLES-CHAIRS			1.0
UNUSUAL NOISE			1.0
UNUSUAL SMELL			1.0
ZONING	1.0	1.0	
Total	176	241	231

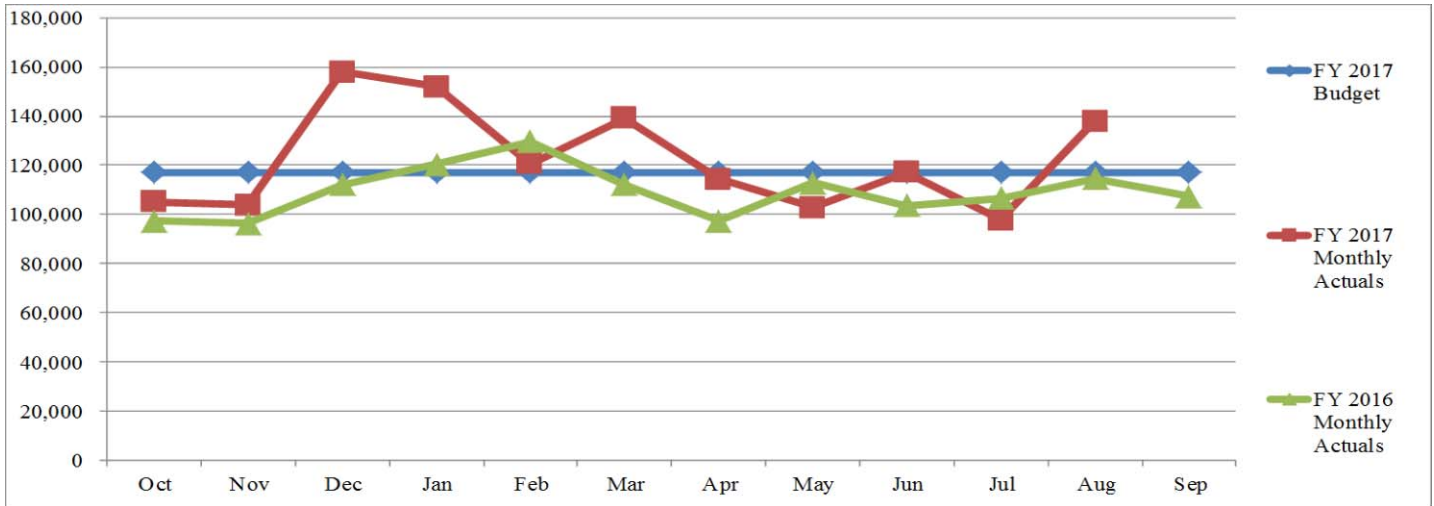




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# Grounds Keeping Department



## Projects/Services

### Project/Services

### Status

Beautification of Grounds Surrounding the Nation's buildings  
 Assets  
 Equipment

Landscaping completed at AJRCCC, Turtle School, and the Farm. Currently working at NHC.  
 Reconciling inventory with asset reports  
 Purchased as necessary

## Program Alignment Summary

### Alignment

### Description

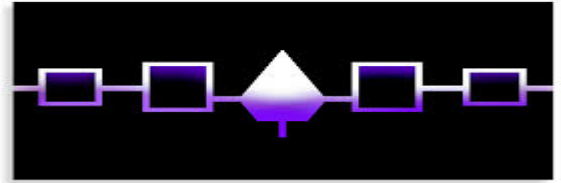
### Status

Committing to building a Responsible Nation	Develop Standards for Buildings	Personnel, Routes, Equipment are being refined from last year.
Committing to building a Responsible Nation	Snow Removal Plans	Schedules, site layouts, and logs updated from last year to become more efficient.
Committing to building a Responsible Nation	Lawn Maintenance	Continue to do assessments of various facilities.
Committing to building a Responsible Nation	Trucking	Completed 2 gravel pads for the farm and several demo's.

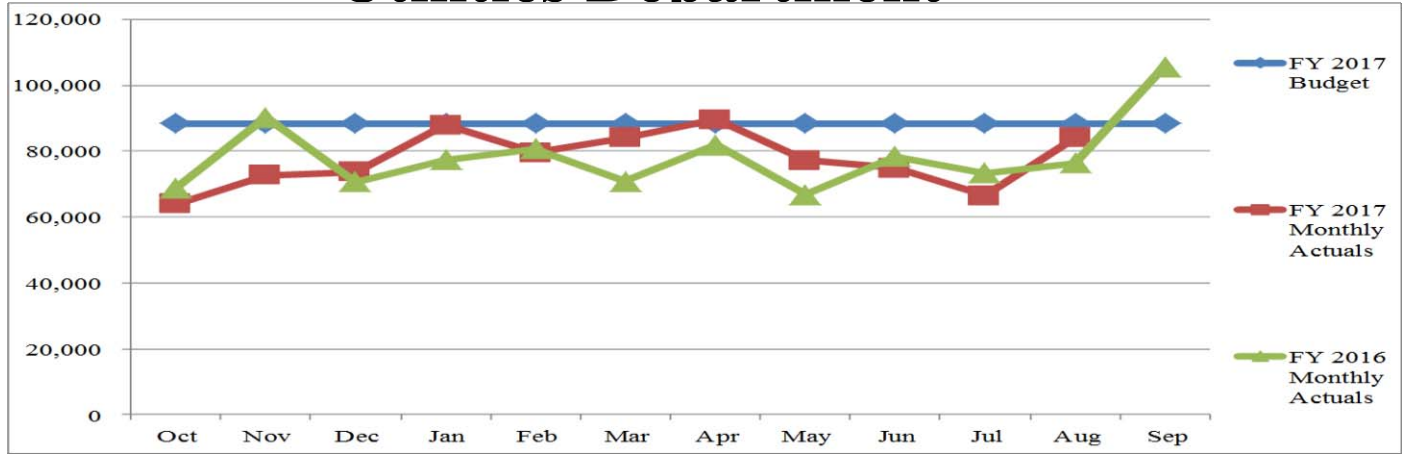




A good mind. A good heart. A strong fire.



## Utilities Department



## Services Provided

### Service

### Status

Work Orders

89 Completed

Locate Requests

168 Completed

Septic Pumping

160 Completed

Non-payment, Disconnections (April-October 31st only)

7 Disconnects 60 Notices

3 Tribal Employee Garnishments

18 Per Capita Garnishments

## Program Alignment Summary

### Alignment

### Description

### Completed

Committing to building a Responsible Nation

Public Water Legal Mandate/Regulatory Compliance

EPA and Oneida Nation's Public Water and Wastewater required weekly sampling and testing were completed and in compliance for the 4th Quarter.

Committing to building a Responsible Nation

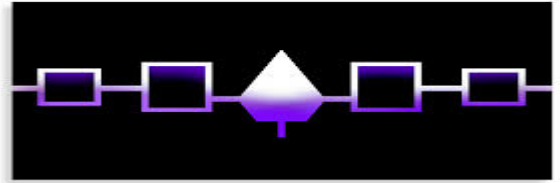
Indian Health Services O&M Inspection completed Sept. 26, 2017

Results of the inspection should be available early November.





A good mind. A good heart. A strong fire.



# Utilities Department Other Statistics

Water Customers Total:	657	Sewer Customers Total:	584
Residential	606	Residential	533
Commercial	17	Commercial	18
Internal Public Gov't	34	Internal Public Gov't	33

Refuse/Recycling customers - 1009

Lift Stations – 13

Grinder Pumps - 2

Pump Houses - 5

WWTP - 1

Sandhill Circle Wastewater Plant-1 Sandfilter

Site 1 & 2 Water Booster Station – 1 that serves Site 2

Rolling Hills Water Tower

Hwy 54 Water Tower

# Utilities Department Projects

Community Wells, Pumphouses and Water Main Loop- IHS Project BE-12-G87

Water Loss Mitigation-IHS Project BE-15-164

I & I Study (Infiltration and Inflow) IHS Project BE-15-J62

Hwy 54 Water Cap Ex Painting Project



### Oneida Business Committee Agenda Request

1. Meeting Date Requested: 10 / 25 / 17

**2. General Information:**

Session:  Open  Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

Approve GSD fourth quarter report.

**3. Supporting Materials**

Report  Resolution  Contract

Other:

1.

3.

2.

4.

Business Committee signature required

**4. Budget Information**

Budgeted - Tribal Contribution

Budgeted - Grant Funded

Unbudgeted

**5. Submission**

Authorized Sponsor / Liaison:

Primary Requestor/Submitter:

\_\_\_\_\_  
Your Name, Title / Dept. or Tribal Member

Additional Requestor:

\_\_\_\_\_  
Name, Title / Dept.

Additional Requestor:

\_\_\_\_\_  
Name, Title / Dept.



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# **Governmental Services Division**

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**FY 2017 Fourth Quarter Report**

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George Skenandore, Division Director

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***DIVISION EXECUTIVE SUMMARY***

The purpose of the Governmental Services Division (GSD) is to provide education and lifelong learning opportunities, programs, and services for individuals and families to further improve their wellbeing. The fourth quarter report of GSD reflects the continual high level of use of programs/services by community members of all ages. Program areas and the employees who serve in those areas continue providing quality customer care and services consistent with the mission, vision and values of the Nation as a whole. In an effort to improve operationally across the Division, performance assurance audits continue to occur with findings being followed up on as required to ensure that efficiencies and best practices are considered as part of program design and delivery of services. There are position vacancies being addressed to enhance the service to the customer/client base and the work teams that serve them. We are thankful for the opportunity to serve the community and for the community's continual support throughout the years.

**CULTURAL HERITAGE AREA**

<b>MISSION STATEMENT</b>	<b>FREQUENCY/ UTILIZATION</b>		<b>HIGHLIGHTS</b>
The Oneida History Department collects, organizes, preserves, and makes available materials that pertain to the history and development of the Oneida Nation and its people.	Customers used the <u>7</u> services <u>60</u> times in the <u>4th</u> quarter of FY17		July - The Original Founding Fathers by Josh Gerzetich * Created the 2018 Presentation Series Brochure to include a mini 200 year lunch series
<b>History Presentations</b>	<b># of Participants:</b>	6	
<b>Archives Researchers</b>	<b># of Researchers:</b>	6	* One researcher (from Connecticut) came in looking to research the Brothertown Collection. * Several genealogy researchers came in to go through the obituary database
<b>Log Home Tours/NEO</b>	<b>Tour Counts:</b>	329	* 12 Log home tours with 1 no show * 5 New employee orientation presentations * Senior tour by Loretta (requested from tourism)
	<b># NEO Participants:</b>	126	
<b>Kalihwisaks Articles</b>	<b># of Articles out of # of Publications:</b> 4 articles out of 6 possible publication opportunities		* Cold War - Hot War by Loretta * All Kinds of Weather by Loretta * Who's Your Folks by Loretta * Eleazer Williams Charmed People for His Own Gain by Josh Gerzetich
<b>Book Sales</b>			* 3 General History Books sold * 5 Sagoli book sold
<b>Genealogy</b>	<b># of Participants:</b>	22	* Genealogy workshop offered each month * New names added to the Family Tree Maker: 363
<b>Elder Interviews</b>			* Sign-up opportunity for Elder Interviews at the Elder Expo. One (1) elder signed up.
<b>Website</b>			* Continued work on the Culture page, social media & the Oneida website. * The website is having issues with creating new pages & sometimes edits are not saved correctly. * 20 files uploaded to the Culture/history web pg. * The website was down for two (2) weeks in September.
<b>Other Activities</b>			* Loretta participated in the Big Apple Fest on September 16
	<b>Total # of Contacts Made:</b>	489	

## ***EDUCATION & TRAINING AREA***

### **Executive Summary**

This quarter, Jennifer Hill-Kelley, the new Area Manager of Education and Training Area continued to meet and learn about each Department. Performance reviews were completed and individual and program goals were set for the coming year. Communication and organizational systems are being developed and implemented. Supervisor Training is occurring sporadically due to the HR Training department schedule.

Highlights of the quarter include:


- WI DCF Secretary Anderson and WI DPI visit
- NWTC President's Diversity Council Meeting
- WI Act 31 celebration at Menominee
- Collaborative process review meeting with Headstart and Early Intervention
- OBC Transition meetings
- Achieve Brown County Meetings
- E&T Leader meetings once a month
- Individual meetings with direct reports at least once a month
- Attended departmental staff meetings once a month
- Weekly GSD Area Manager's meetings

The Education and Training Area is comprised of seven areas:

- Arts Program
- Community Education Center
- Airport Road Child Care
- Early Intervention and Birth to Three
- Higher Education
- Job Training ( VR & WIOA)
- Youth Enrichment Services (YES)

The following detail reports from each department include activities for July and August, unless otherwise specified.

## Arts

Narrative	Demographics	Frequency/Utilization	Bullet Points
<p><i>Music from Our Culture:</i> 7 Students, ages 8 – 14, performed for the Wisconsin Coalition Against Domestic Violence conference in Brookfield; approval rating was 95%. Also, performances held at the Woodland Indian Arts Show and Market and Unity Camp.</p>  <p><i>Summer Brochure and Online:</i> the CEC unveiled its new website with online registration. We were unable to get online payment due to a number of issues. We are hopeful that we are able to fix this problem for the fall classes.</p> <p>Major activities:  Art Camp  Unity Project: for young adults  Basket Guild  Art Classes: watercolor painting</p>	<p>Base Number:  2522 Total Membership or clients/ month</p> <ul style="list-style-type: none"> <li>- 532 Tribal members/employees</li> <li>- 21 students</li> <li>- 1,000+ listeners on WPNE Native Radio Hour</li> </ul> <p>Our exposure includes our weekly radio show on WPNE and the Let's Be Frankly monthly publication. These venues provide great exposure for Native artist</p>	<p>9030 unique audience members</p> <p><i>Art Camp:</i> There were 30 students in camp, 24 students signed up, 3 came the day of, and 3 dropped in.</p> <p>48 students including 38 in MOC camp and 10 in band camp. This also includes performance at tribal school (100 people) and repeat performance at the Inauguration (200 people).</p>	<p><i>Music Lessons:</i> Dustin Skenandore is teaching 18 community members guitar and/or piano lessons for a fraction of the cost</p> <p><i>Unity Project:</i> This was the first time for this project. We are working on finding ways of continuing to connect to our students as they get older. With this project, we created a special camp, without the younger students, to help the group bond.</p> <p><i>Interns:</i> The interns continued to work on: Every Little Bit Counts – acts of random kindness and encouragement.</p>



### Community Education

Narrative	Demographics	Frequency/Utilization	Bullet Points
<p>The Community Education Center continues to develop community programs.</p> <p>Services include:</p> <ul style="list-style-type: none"> <li>• Tutoring</li> <li>• GED and HSED assistance</li> <li>• Computer classes</li> <li>• Computer usage for job searches and personal use.</li> <li>• Copies and faxes</li> <li>• Community enrichment classes</li> <li>• Chess Club</li> <li>• Astronomy Club</li> <li>• Facility used for various meetings</li> </ul>	<p>Base Number: 888 participants in classes, meetings, and trainings.</p> <p>Approximately 66% were tribal members, 11% were Tribal Employee, 10% were other tribes; 7% were non tribal and 6% unknown.</p>	<p>888 people utilized the CEC 1047 times</p> <p>342 First time visits</p> <p>612 sign-ins for computer use; 62 copies and faxes</p> <p>Tutoring: 23 students @ 29 sessions; 20 GED students; 28 HSED 5.09 students; 50 attending 8 class; 7 meetings</p> <p>Workforce Development held training for 3weeks at the CEC starting August 14.</p>	<ul style="list-style-type: none"> <li>• Model Rocket Camp - 8 kids</li> <li>• Held first Chautauqua Series, a collection of free community events designed around an environmental theme.</li> <li>• Assisted in organizing a free theatre performance for the community from July 25-28.</li> <li>• The proto-type joint online registration process was introduced and the continued joint marketing. This took (and is taking) staff energy and time to create systems and correct systems as we work out the bugs. We are confident that this system will be a big improvement for all of the community services and activities.</li> <li>• Customer satisfaction was 100% (29 participants).</li> </ul>

During the month of August, the CEC capitalized on slow programming periods to renovate a few rooms for fall and winter programming.

Large Classroom: Due to sound issues during presentations and videos, research was completed over the last year to develop the most fiscally responsible way to reduce echo. DPW dropped the ceiling and put in LED lighting with a dimmer switch. This has significantly reduced the echo and sound problems we have witnessed.



Figure 1 Rocket Camp

Lounge Area by Main Classrooms: Just outside the Large and Small Classrooms used to be un-utilized areas. CEC staff noticed that people like to use this space to socialize and gather between classes, especially when it is cold outside; therefore, this space was developed to be warm and inviting for clients. Now this space includes an area for people to get coffee and sit by the window.



Staff Breakroom: The staff breakroom needed just a little lift. We took out the clutter, gave it some new paint, and brought it back to life. This will allow staff to have a comfortable place to relax on their lunch break so they can regroup and continue that passion for helping others.



Figure 2 Community Theater



**Child Care**

Narrative		Demographics	Frequency/ Utilization	Bullet Points
<p>Since Sept. 1974, Child Care has serviced and continues to service the Oneida Community. Children are taken off the wait list by priority: Siblings being the highest, Oneida working for Oneida, Oneida not working for Oneida, Non-Oneidas working for Oneida and Non-Oneida not working for the Oneida Nation being the lowest priority.</p>		<p>As of August 2017: Base Number: 63 52 -Oneida Families 26 – Employees</p> <p>34 Full time 29 Part time</p> <p>22 short of our “Operating Max” of 85</p>	<p>Customers used the Child Care services 1449 times in the final quarter of FY17</p> <p>5 children transitioned up to the next classroom</p>	<ul style="list-style-type: none"> <li>• Teacher vacancies continue to be challenging to fill, 1 of trainees position filled</li> <li>• Oneida culture and language opportunities in all classrooms</li> <li>• Continue incorporating Creative Curriculum &amp; Conscious Discipline in lesson plans</li> <li>• Healthy Meals monitored by OCHC-Nutrition Dept. encouraging children in developing their self-control</li> <li>• Child Care completed the Business Plan and it is ready to go back to the Community Planning Committee. Program adjustments to increase income by increasing Child Care fees which would decrease Tribal Contribution.</li> <li>• Grievance /Complaint Law approved. Starting to work on associated processes</li> </ul>
Age	Wait list	AGE GROUPS Enrolled		
0-1:	21	0-1:	8	
1-2:	16	1-2:	17	
2-3:	24	2-3:	20	
3-4:	10	3-4:	5	
4-5:	10	4-5:	13	
<b>Total: 81</b>		<b>63 = O-52 NO-11</b>		

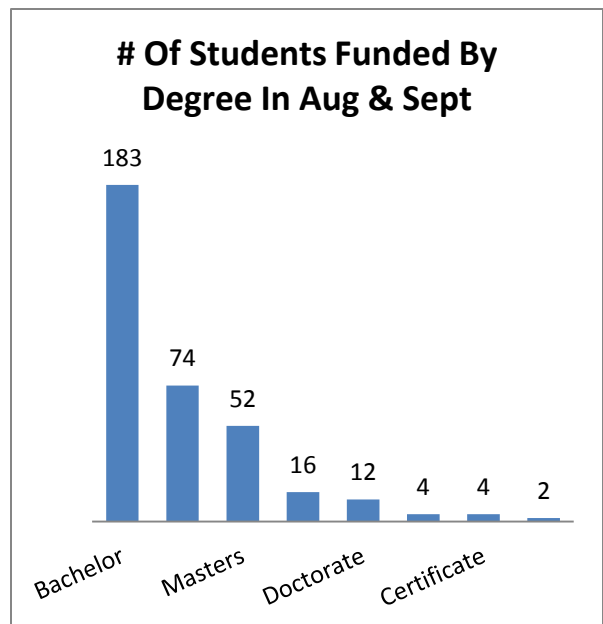
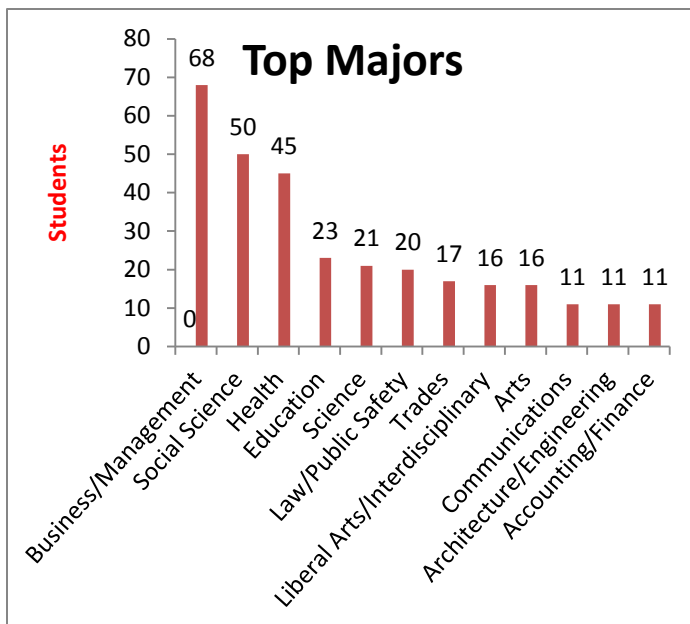
**Please note:** There are two 2-3 year old classrooms. Children are taken off the “Wait List” by the wait list team: 4 Supervisors, 1 Administrative Assistant and the Child Care Director

**BIA Early Intervention**

Narrative	Demographics	Frequency/Utilization	Bullet Points
<p>BIA Early Intervention provides services to infants, toddlers and young children with disabilities. These services are provided at several locations throughout the reservation and the following programs:</p> <ul style="list-style-type: none"> <li>• FACE</li> <li>• Head Start and</li> <li>• ARCC Childcare.</li> </ul> <p>All services to families and children are free, and services depend on the severity of the young child's disability. Children receive speech therapy, occupational and physical therapy and special education instruction. The program also offers advocacy services for children and parent education classes on early childhood topics throughout the year.</p>	<p>Base Number: 200 served</p> <p>25: Birth to 3 Infants &amp; Toddlers</p> <p>50: 3-6 year old children Total Membership or clients/ month.</p> <p>School summer break so limited contact with 3-5 year old children (Part B)</p>	<p>Children screened this month: 13 at Head Start screening event; 11 Birth to 3 children (Part C) and referred to Brown or Outagamie County</p> <p>New children receiving disability services: 1</p> <p>Educational events: 3 trainings provided: NWTC, Higher Education and Oneida Behavioral Health</p> <p>Meetings with Oneida or outside agencies: 29  9 Oneida agencies  2 vendor  11 educational consultants  2 Brown County  5 School Districts</p>	<ul style="list-style-type: none"> <li>• Provided training: Higher Education on "Adults with Disabilities" and Oneida Behavioral Health training on Early Intervention</li> <li>• Direct services to children 3-6 years old up 18%</li> <li>• 87% of disabled 3 year olds, 91% of disabled 4 year olds and 100% of disabled 5 year olds receive Speech therapy</li> <li>• Referrals to Birth to 3 up 62%</li> </ul>

### Higher Education

Narrative	Demographics	Frequency/Utilization	Bullet Points
<p>Higher Education operates from GTC Resolution (8-12-96 A) and strives to promote higher education for all Oneida citizens.</p> <p>The Oneida Higher Education grant is funded through a combination of Tribal Contribution (95.84%) and BIA funding (4.16%).</p> <p>Oneida Higher Education is funding degrees from certificates through professional level degrees including doctoral degrees with a goal towards self-sufficiency.</p> <p>Average amount: \$13,045 Tribal employees: 17% Average age: 28 Most frequent age: 18 &gt;70% recipients in WI</p>	<p>YTD Number of Students Funded: 293 (between 8/1/17 and 9/30/17)</p> <p>YTD Number of Students approved: 347</p> <p>% of student's based in WI: 72.82 %</p>	<p>Phone Calls/Emails: 1168</p> <p>Walk-in Clients: 242</p> <p>Applications created: 350</p> <p>Financial Need Assessments: 330</p> <p>Checks Disbursed: 362</p> <p>Missing Letters Disbursed: 734</p> <p>Grades Processed: 316</p> <p>YTD total is: 4909 student interactions (July, Aug &amp; Sept)</p>	<p>Held a successful College Fair at Thornberry Creek</p> <p>Outreach events: 13</p> <p>High School Visits: 1</p> <p>Probation Contacts: 8/20 reached to discuss probation requirements</p> <p>Participated in selection process of Roberta Kinzhuma Scholarship</p> <p>In-house training on Working with adults with disabilities</p> <p>Customer satisfaction was 100% (3 participants).</p>





**Job Training**

Narrative	Demographics	Frequency/Utilization	Bullet Points
<p>The Job Training Programs, the American Indian Vocational Rehabilitation (AIVR) and Workforce Innovation Opportunity Act (WIOA) are federally-funded pre-employment training activities that provide low-income, unemployed, under-employed and disabled Native Americans with services leading to achievement of a goal of entering, and successfully remaining in competitive, integrated workforce. This programming of the Job Training Programs is the only programming available that provides dedicated employment and training services to these populations.</p> <p>The Job Training Department collaborates with:</p> <ul style="list-style-type: none"> <li>• Behavioral Health/Mental Health Therapy</li> <li>• Oneida Higher Education</li> <li>• Community Education Center</li> <li>• Center for Self-Sufficiency</li> <li>• Indian Child Welfare</li> <li>• Child Support</li> <li>• MA/Food Stamps</li> <li>• State VR</li> <li>• Cultural Healing</li> </ul>	<p>Base Number:</p> <ul style="list-style-type: none"> <li>• 83 WIA and VR per month</li> <li>• 86 August clients/ month</li> <li>• 768 includes all contacts including Job Center hits , job search, youth activities and resume' development #s</li> </ul>	<p>Customers accessed Job Training services times in the 4th quarter of FY17.</p> <p>AIVR = 298 WIOA = 46 Job Center = 168 Youth=300</p> <p>Most sought after services provided:</p> <ul style="list-style-type: none"> <li>• Job search</li> <li>• Resume' development</li> <li>• Employment application assistance</li> <li>• Work clothing</li> <li>• Work tools</li> <li>• Guidance and counseling</li> <li>• Work experience</li> <li>• Skills training</li> <li>• Job shadowing</li> <li>• Mentoring</li> <li>• Education credentialing</li> </ul>	<p>For the fiscal year:</p> <ul style="list-style-type: none"> <li>• 48%of disabled AIVR program users who exited the program successfully entered employment.</li> <li>• 75% of disabled WIOA program users who exited the program successfully entered employment.</li> <li>• WIOA has 10 youth ages 14-19 in job exploration and trial work experience positions through August.</li> <li>• 8 youth Successful Employment Outcomes</li> <li>• Customer satisfaction was 100% (1 participant).</li> </ul>

**Youth Enrichment Services (Y.E.S.) Program**

Narrative	Demographics	Frequency/Utilization	Bullet Points
<p>The Y.E.S. Program Staff provide academic enrichment, social support services, mentoring and promote college and career readiness to Y.E.S. Eligible children in the schools listed below:</p> <p>Green Bay's King Elementary Advocate  Green Bay's Lombardi Middle Advocate and Specialist  Green Bay's Southwest High Advocate and Specialist  Seymour Rock Ledge Advocate, Enrichment Aid, Specialist  Seymour Middle School Advocate and Specialist  Seymour High School Advocate and Specialist  West De Pere Middle School Specialist  West De Pere High School Advocate</p> <p>Funding for the Y.E.S. Program comes primarily from Tribal Contribution, at 92%, with Self-Governance at 8%. The majority of program funds are spent on wage related expenses to provide direct services to students.</p>	<p>418 Y.E.S. Eligible Youth (414 Oneida Enrolled). This number does not include the 162 American Indian youth served who are eligible for Title VII services or the 144 youth with incomplete paperwork.</p> <p>The Y.E.S. Eligible youth are in grades:</p> <p>Grade K – 7  Grade 1 – 19  Grade 2 – 14  Grade 3 – 19  Grade 4 – 19  Grade 5 – 21  Grade 6 – 36  Grade 7 – 53  Grade 8 – 49  Grade 9 – 51  Grade 10 – 60  Grade 11 – 55  Grade 12 – 50</p> <p>Y.E.S. youth are tribally enrolled or are 1/4 American Indian from a federally recognized nation(s)/tribe(s) and whose parents have complete Y.E.S. paperwork.</p>	<p>Customers worked with the Y.E.S. Staff in various activities including:</p> <p>In school/after-school tutoring/academic reinforcement, development of organizational skills, mentoring and homework help.</p> <p>Boys'/Girls' Groups at Seymour's Rock Ledge, Middle and High Schools and Lombardi Middle School.</p> <p>After-School language classes at Lombardi, Rock Ledge, and West De Pere.</p> <p>In-school Oneida Language and Culture Classes at Seymour Middle School.</p> <p>Beading Groups for Seymour Middle and High youth and West De Pere High School.</p>	<p>Training: Drug Identification and Recognition Workshop</p> <p>The Y.E.S. Program staff worked with concerns in the lives of the Y.E.S. students this year. Some of the concerns are increased drug/alcohol use among parents and some of the students, family dysfunction, domestic abuse, homelessness, mental illness, lack of mental health services, suicide, and food insecurity. Staff concerns in working to meet the needs of the students include the need for more staff for the Y.E.S. Program and the social services programs that assist the Y.E.S. Program with groups, and the need for more mental health professionals.</p> <p>The Y.E.S. Program has no vacancies. The Y.E.S. Program was granted an Advocate Trainee position through HRD's Workforce Development Program.</p> <p>Two inquiries from parents looking for funding for dual credit classes.</p>

## ***PARKS AND RECREATION AREA***

### **Executive Summary**


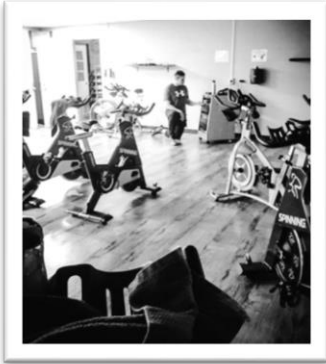

The Fitness Department maintained its membership during the mild summer. We were fortunate to have a nice summer, however the rainy days kept the members coming into our facility and participating in our open swim, classes, and fitness classes. We also were fortunate to have our Martial Arts instructor to receive higher belts and accolades this year. We also held training and facility upgrades during this quarter. During the upgrades it was noted that some of our weight and cardio equipment could be better utilized in the ONSS High School, several pieces were transferred, look to new equipment in the Fitness Center!

The Experiential and Adventures department had many mindful walks, rides and kayak tours this summer. The Adventure department also works closely with the ONSS for outdoor education and survival skills. In addition to the Oneida school system, the staff works closely with local Green Bay schools as well. This is coordinated with the YES staff, and the staff looks forward to working with the groups again.

The Parks department had a very busy season with the rainy summer we had. They have had little downtime in making sure that the parks are ready for community use. We have been asked to upgrade one of our older parks; we are working with Oneida Housing Authority to purchase the equipment so that the youth in that neighborhood will have a park that is more fitting to their needs.

During the Fourth Quarter, the Recreation department completed the summer program. This year the Recreation Summer program was divided into three sessions. Session I was a three week program designed for youth ages 7 and 8. Session II was a three week program designed for youth ages 9 and 10. And Session III was a three week program designed for youth ages 11-14. Participants enjoyed classes such as Parachute Games, Pop Rock and Mentos Science, Slime Time, Oneida Exploration and many other exciting activities. A list of complete classes is located at the end of this report. The Oneida Recreation Department also held (2) three week sessions for 5&6 year olds. Our theme this year was Swing into Summer with a lot of jungle décor. We went to Sunset Beach, Bay Beach, Humane Society, Kidz Town, 1000 Islands Environmental Center and Air Force Gymnastics just to name a few. Each Friday all participants were able to enjoy several field trips such as Tundra Lodge, Packers Clinic, Funset Boulevard, Bay Park Cinema and Badger Sport Park. All participants were provided a healthy lunch and snack each day of the program.

**Oneida Family Fitness**

NARRATIVE	DEMOGRAPHICS	FREQUENCY/UTILIZATION	BULLET POINTS
<p>Oneida Family Fitness provides health and wellness opportunities for all ages and abilities, to include physical activities and preventative health education to encourage total well-being. This quarter we continued to focus on maximizing fitness and wellness programs to increase engagement and participation.</p>	<p>Base Number: 4,304 members</p> <p>AGE GROUPS</p> <p>0-3: 4-12: 13-17: 18-35: 36-54: 55-64: 65+:</p>	<p>Customers used Oneida Family Fitness services 15,169 times in the 4th quarter of FY17</p> <p>11 members; 59 visits 105 members; 835 visits 103 members; 932 visits 225 members; 2,942visits 238 members; 1,408 visits 112 members; 2,070 visits 136 members; 2,947 visits</p>	<ul style="list-style-type: none"> <li>• Provided 366 fitness classes (3,284 attendees)</li> <li>• Aquatic attendance (4,013 attendees)</li> <li>• Provided 117 Martial Art classes (1,085 attendees)</li> <li>• Provided a Youth Fitness Camp (ages 8-14); 14 attendees</li> <li>• Provided a Youth Wellness Camp (ages 10-14); 2 attendees</li> <li>• Provided a Tae Kwon Do Summer Camp; 53 attendees</li> <li>• Hosted annual Member Golf Outing; Social event; 116 golfers; raised over \$1,000 for Oneida Youth Fitness Camps</li> <li>• Extended hours to include Saturday hours</li> </ul>
<p>Collaborate with Oneida Programs to provide wellness opportunities.</p>			<ul style="list-style-type: none"> <li>• Provide programming for Diabetic clients (20 clients; met 96 times)</li> <li>• Provide exercise class for elders at Elder Services 1x week (94 participants)</li> </ul>
<p>Increase participant's KSA's of physical fitness and healthy lifestyles to reduce health care costs.</p> <div style="text-align: center;">  </div>			<ul style="list-style-type: none"> <li>• Develop RAS programs for fall sessions</li> <li>• Collaborated with Oneida Community Health Diabetic program and Health Promotions department on hosting the Diabetic Awareness Walk; 140 attendees</li> </ul>

**Experiential & Adventure**

NARRATIVE	DEMOGRAPHICS	FREQUENCY/ UTILIZATION	BULLET POINTS
Oneida Experiential & Adventures uses hands on interactive activities to help individuals and groups develop themselves to help them be their best selves. .	Base number: 670	Customers used Oneida Adventures services 1,952 times in the 4th quarter	Provided classes for the Diabetic Grant, Elder Services, and the. Provided canoeing, kayaking, fishing, nature programs as well as Reasonable Alternative Standard (RAS) Points for employees.
Oneida Experiential provided healthy options for the RAS point system, by helping employees to improve their health by making real behavior changes by discovering and overcoming road blocks that has prevented them from making these changes previously.	<b>AGE GROUPS</b>  18yo -70yo	283	Provided mindful walks, biking, and exercises for employees for RAS points in conjunction with Diabetic walks and hikes. The RAS Participants increased stress reduction awareness by 84%
Health Center Diabetic Prevention Depression prevention Family Enrichment Programs Domestic Violence Support groups and AODA	18yo -81yo	1723	Diabetic prevention participants reported increase of 68% understanding and awareness. Our Elders self- reported significant increase in morale and a desire to try new (more physical) programs with us.
Youth program: Behavior Intervention, Character Development, Environmental, Survival, Outdoor skills, High School Adventure, Youth Healthy Relationships, connecting with nature.	7yo-18yo	465	Conducted 3 week camps for ages 9-13 that used Adventure, Canoeing, Kayaking and climbing to teach youth how to support each other, set goals and to stretch their comfort zones. Other youth planted cultural significant shore plants at Oneida Lake to help control invasive plants and provide





**Parks Department**

NARRATIVE	DEMOGRAPHICS	FREQUENCY/ UTILIZATION	BULLET POINTS
<p>The Parks Department provides maintenance and landscaping (mowing/ tree branches, etc.) to 18 parks throughout the reservation and 2 multipurpose fields next to the Cliff Webster Recreation Facility. In addition to general mowing at the Parks, during the fourth quarter the staff mowed, cleared brush, wasp nests, picked up garbage, prepped the fields and parks for private use (sport clubs, Recreation programs, private rentals etc.) repaired parks equipment, built benches for the parks. The 2 Staff also assists in gathering items and preparing items for crafts with elders, building and repairing items for the parks for summer use. Working with Housing Authority for park equipment upgrades with a first quarter of FY'18 goal for purchase/ implementation. The Parks Department also had to utilize Recreation Staff for coverage this quarter for staff vacations. This was appreciated by both departments- the Parks staff also helped with Recreation needs during the same time frame due to a family vacation.</p>	<p>Base number: 18 Parks and 2 multipurpose fields Employees: 2 Weekly mow/ clean up/ brush removal/ park prep for all 18 parks and multipurpose fields</p>	<p>Cora House Park Rentals: 26 for the fourth quarter  Lacrosse Field in Flying Leaf neighborhood reservations are captured in the Recreation Department.  The Cora House Park and Lacrosse field are both prepped for rentals by the Parks staff</p>	<p>Prepare parks for rental usage for community members  Prepare Lacrosse field for community use  Repair parks and equipment that are destroyed or vandalized  Continue to repair and replace park supplies that are old or in need of repair  Work with OPD when suspicious items such as drug paraphernalia are found in the parks  Gathers items for Activities Specialist for craft use with the Elders</p>



**Recreation Department**

NARRATIVE	DEMOGRAPHICS	FREQUENCY/ UTILIZATION	BULLET POINTS
The Oneida Recreation Department provides a quality after-school program for youth ages 7-18. During the after-school program, we try to accomplish the following outcomes:	Current Recreation Members = 680	Customers have used Recreation services 7,664 times during the Fourth Quarter.	July = 3962/ August = 1837/ September = 1865
1. Enhance the educational development of each participant - complete homework assignments and increase GPA.	<b>AGE GROUPS</b>		Homework Completion Rate <b>School Age</b> Civic 54% CW 71% <b>Adolescent</b> Civic 17% CW 16%
2. Increase the physical activity of each participant - each member completes 60 minutes of activity daily.	0-5: 33	61	60 minutes of daily activity <b>School Age</b> Civic 19% CW 15% <b>Adolescent</b> Civic 19% CW 16%
3. Introduce the youth to various art mediums to encourage creative expression.	6-12: 379	2100	Exposed to new art mediums <b>School Age</b> Civic 39% CW 54% <b>Adolescent</b> Civic 25% CW 13%
4. Increase participant's awareness of the Six Pillars of Character Development.	13-18: 127	750	Participate in Character Club <b>School Age</b> Civic 42% CW 42% <b>Adolescent</b> Civic 15% CW 2%
	19-35: 20	8	
	36-64: 39	38	
Elder Bingo	65 +: 82	99	* Average/Bingo Session = 52.
<b>Youth team practices:</b> (Baseball, Softball, Lacrosse) <b>Dartball</b> and <b>Men's Basketball</b>	Varies	3084	200 registered Summer Program participants & 88 additional baseball registered participants.
Weekend rentals for the Cliff Webster Building	Varies	539	* See Oneida Recreation 2017 Summer Program Final Report for more details.
Guests	Varies	985	



## ***SOCIAL SERVICES AREA***

### **Executive Summary**

Our Oneida Nation Social Service (ONSS) programs continue to serve the Oneida Nation population meeting its diverse and challenging needs on and off the reservation. Our Oneida Social Service programs offer a variety of services which are listed below. Multiple funding sources originate from the Nation, BIA, State and Federal agencies. Programs supply basic support and emergency assistance to families who meet eligibility requirements, and have a need. The programs serve as an assistance unit and social service programs continue to be an important safety net for the membership. Highlights for this quarter include the ground breaking for the Early Head Start addition to the Three Sister's Head Start building. Please be patient as this project begins and ends in the spring 2018. Another highlight is the Elder Expo which was well attended awarding 4, \$500.00 scholarships to Oneida members who are continuing their college education. There have been many changes and improvements. The Family Services Department which includes Indian Child Welfare, Domestic Violence, Foster Care/Kinship Care, Prevention/TRAILS, and Parenting has been separated from Child Support. Child Support is now its own Department. Food Distribution is updating their equipment. They have conducted classes on making nutritious smoothies and participants received a nutria- bullet for participating in the class. The Head Start/Early Head Start Program had their ground breaking in August and the first part of this project is to remove trees and fences where the addition will take place. Guesstimated time of completion will be in April 2018.

### ***Family Support Services Area Executive Summary***

Indian Child Welfare (ICW): 102 children are receiving services by the department through on-going case management. We continue to see success with Title IV-E claiming and a steady increase each claiming quarter in the reimbursement we are receiving which is helping offset expense for the department. In person Mandated Reporter Trainings provided to Youth Enrichment Services, Head Start, Family Services, and the Recreation Department this quarter. The department continued to work with the LRO and LOC on the adoption of the Children's Code. Since adoption, the ICW department has begun to work on identifying space for additional staff needed as well as updating job descriptions. Department will continue to move through the implementation phase.

Foster Care: Program continues to recruit to license new foster homes, child specific and for all. Two new homes, child specific, have been licensed this quarter. Program continues to work in collaboration with the State, Local County, and community on recruitment initiatives as lack of foster homes is a trend across the county.

Parenting: Session 2 of the Parenting Education Class (PEC) began and concluded July 19<sup>th</sup>, with 15 participants graduating. Trauma Informed Parenting (TIP) concluded August 10<sup>th</sup> with a total of 23 participants. New session of TIP will begin October 10, 2017. Community, Tribal and State wide interest increases in our Parenting programs offered and requests for services continue to increase. Trauma Informed Parenting Presentations/Trainings were provided to: Oneida Nation Schools (9 hours of training provided), Oneida Behavioral Health (3 hours), and Oneida Head Start (3 hours). Program also provided a two hour dinner and learns Conscious Discipline

Training for Menominee Social Services. The program continues to offer education to other Tribal departments on the curriculums offered. The demand for these trainings has increased but we face limitations, one Parenting coordinator and an already high demand internally, is going to hinder what is offered to other areas in the future.

Prevention: Youth Summer Program began and concluded in July, with 26 youth participants. The program offered three community education events this quarter; Human Trafficking, Opioids and Cultural Wellness. The program continues to have staff turnover and a vacancy which are hindering the in school services being offered.

Domestic Abuse: Program continues to offer group and individual services to individuals and families who are experiencing domestic abuse or are survivors of sexual assault. Services are offered in the office, in the home and school/community setting. All new grant funded positions are filled. The program has been working on planning a community Domestic Abuse awareness event for October 14<sup>th</sup>.

Yetiya?tanu'nha: Program served 12 students for the 4th Quarter, 1 of which graduated from the program. Programming on prevention and credit recovery services are offered Monday through Thursday. The program is partnered with many of the community programs such as; Social Services, Oneida Family Fitness, Oneida Adventures, College of Menominee Nation (program is a satellite site for CMN which has offered students an opportunity to receive college credits), Oneida Nation High School, Human Resources Department, Oneida Police Department etc. to offer students a diverse range of services to meet their needs and to support their growth in the program. The program is still awaiting award notification for the new grant application to OJJDP in hopes to continue offering the program to youth in the community.

### ***Summer Youth Program-ROPES course***



**Family Support Services**

NARRATIVE	DEMOGRAPHICS	FREQUENCY/ UTILIZATION	BULLET POINTS
<p><b>Indian Child Welfare:</b> Program area provides child protection services, parenting services and foster care services to Oneida children and families in accordance with the Indian Child Welfare Act and the Children and Family Services Department Mission. Program goal is to assist/support families in their effort and ability to provide a safe, nurturing and stable home environment for their children.</p>	<p>212  (Oneida children and families involved in county/state Child Welfare systems, On-going and Intake for the quarter)</p>	<p>892</p>	<p>* 102 (children) On-Going Cases</p>
<p><b>Foster Care:</b> License foster homes and kinship providers to offer placements for youth in out of home care (voluntary and involuntary) that follow the placement preferences set forth by the Tribe.</p>	<p>68  Oneida youth in out-of-home care; with a relative, foster care, residential, group home, detention center</p>	<p>622</p>	<p>* 47 Kinship *15 youth in foster care *6 residential/group home/detention</p>
<p><b>Parenting:</b> Provide parenting education &amp; support to families in the community who are either mandated to meet conditions or voluntarily participating.</p>	<p>30  (voluntary, mandated parents, foster parents, community members)</p>	<p>386</p>	<p>*15 participants in Parent Education Class (PEC) *23 parents participating in Trauma Informed Parenting (TIP)</p>
<p><b>Prevention:</b> Services provided to youth K-8th grade as well as families designed to support them in healthy and safe lifestyles.</p>	<p>26  71 attendees</p>	<p>388</p>	<p>*Summer Youth, 4 days a week, 26 youth *Hidden in Plain Site, Human Trafficking, Well for Culture Community Education events</p>



<p><b>Domestic Violence:</b> Education on healthy relationships, crisis and on-going support to families who are experiencing or who have experienced domestic violence.</p>	<p>26  (All ages)</p>	<p>531</p>	<p>*Women's Group *Men's Group *Individual and crisis support offered *DV staff supporting Summer Youth group with Prevention program staff</p>
<p><b>Yetiya?tanu'nha:</b> Provides culturally-based prevention and intervention program working with at-risk teens to recover credits in order for them to graduate from high school. Works on conflict/coping skills, assists with behavior modification, and gain entrance into post-secondary schooling or begin work.</p>	<p>12 students  (8-12th grade)</p>	<p>44</p>	<p>*Students attend program 4 days a week for 11 weeks during the summer months.  *Awaiting grant award notification</p>

**Elder Services**

<b>NARRATIVE</b>	<b>DEMOGRAPHICS</b>	<b>FREQUENCY/ UTILIZATION</b>	<b>BULLET POINTS</b>
Elder Services Mission: To assist our elders to maintain an independent, healthy, productive & quality lifestyle through love, caring & respect by services we provide. Vision: We provide quality home & community-based programs for elders & are a model for other aging entities.	Brown & Outagamie Counties within Reservation Boundaries. Priority is given to elders age 70+ and age 55 to 69 with proof of disability. Base number: 1106		Twa wah tsile (We are all family) Elder Services provides home & community base services to assist elder to remain in their homes.
	<b>AGE GROUPS</b>		
Congregate Meals	Native American 55+/Non-Native 60+	<b>453</b> Clients & <b>3704</b> Services	Meals provides 1/3 of daily nutritional value
Home Delivered Meals	Native American 55+/Non-Native 60+	<b>205</b> Clients & <b>4692</b> Services	Meals provides 1/3 of daily nutritional value
Native American Family Care Giver	Native American 55+	<b>61</b> Clients & <b>319</b> Services	Support groups, Respite Care & Voucher program
Outreach Services	Priority 70+/disabled, Native American 55+/Non-Native 60+	<b>68</b> Clients & <b>276.50</b> Services	Assessments & Monitor ERS
Elder Abuse	Native American 55+	<b>7</b> Clients & <b>12</b> Services	Case Management
Home Repair	Priority 70+ and disabled, Native American 55+ Non-Native 60+	<b>114</b> Clients & <b>170</b> Services	Minor handy man repairs
Home-chore	Priority 70+ & 55 - 69 disabled, Native American	<b>211</b> Clients & <b>415</b> Services	Snow plowing & lawn services
Transportation	Native American 55+ & Non-Native 60 +	<b>94</b> Clients & <b>1468</b> Services	Transportation to meal-site & bus passes for working elders
Information & Referral (I&R) & DRUMS	55+	<b>1155</b> elders - DRUMS <b>8</b> elders for I&R and <b>15</b> referrals	Articles posted monthly in Kalihwisaks, Elder Services Facebook page and A-Z email; Information & Referral varies from dangerous tree cutting to financial assistance

<p>The Aging &amp; Disability Resource Specialist offers information and referrals on community and county resources to Oneida community members and functionally assesses members for Medicaid programs found through the Community Option Program Family Care, IRIS and Partnership programs through Brown and Outagamie Counties.</p>	<p>22-59: <b>1</b> call 60-99: <b>5</b> calls</p>	<p>Long Term (LT) Function Screens: <b>0</b> Brief/Short Term Service Coordination: <b>0</b> Follow-up: <b>4</b> Information &amp; Assistance (I&amp;A): <b>5</b> Options Counseling: <b>0</b></p>	<p>Topic categories during calls in last 3 months: abuse/neglect; adaptive equipment; ancillary end of life, food, health home, housing, legal, transportation, veteran services; Alzheimer's/ other Dementia; income maint.; medical/ nursing home care, mental health, public benefits, finance related needs, taxes, etc.</p>
<p>Apartments</p>	<p>Base number <b>29</b></p>	<p>Unduplicated Services <b>180</b> including rental payments, work orders</p>	<p>Routine maintenance and payment of rent</p>
<p>Major Home repair</p>	<p>Priority 70+ &amp; 55 - 69 disabled, Native American</p>	<p><b>22</b> clients</p>	<p>repairs regarding health &amp; safety <b>*budget was passed late</b></p>

<b>ECONOMIC SUPPORT</b>			
<b>NARRATIVE</b>	<b>DEMOGRAPHICS</b>	<b>FREQUENCY/ UTILIZATION</b>	<b>BULLET POINTS</b>
Economic Support Department administers several public assistance programs. One of those is the TANF (Temporary Assistance for Needy Families) program. The TANF program promotes employment and personal responsibility to financially strengthen families. This is done by providing parents or caretakers with employment preparation and/or supportive services that promote family self-sufficiency and financial responsibility.	TANF Case Averages:  Cash Assistance: Avg. 16  Crisis: Avg. 5  TANF Diversion: Avg. 74	264 appointments held 79 walk-ins 2,872 phone calls in/out 27 No call/No shows	74% of program assistance for TANF is through the Diversion classification. Cash Payment makes up 16% and Crisis 5%. Diversion assistance helps families with dependent children with employment-related support services as an alternate to applying for cash assistance. Director and Supv. attended the annual Tribal Summit in Alexandria, VA. which provided guidance with budgeting and case management practices. This year about 20 youth participated in the Summer Youth program. 318 School Assistance applications were received. Two staff attended the New worker conference.
Food Share and Medicaid Assistance is another program that assists low-income families by providing support in the form of food and medical assistance.	Medicaid: Avg. 1126 Adults (18+): 742 Children (0-17): 1,287 Food Share: Avg. 595. There was an average of 52 new applicants for I/M		Director attended the IM/TANF Association Mtg in Keshena, WI.

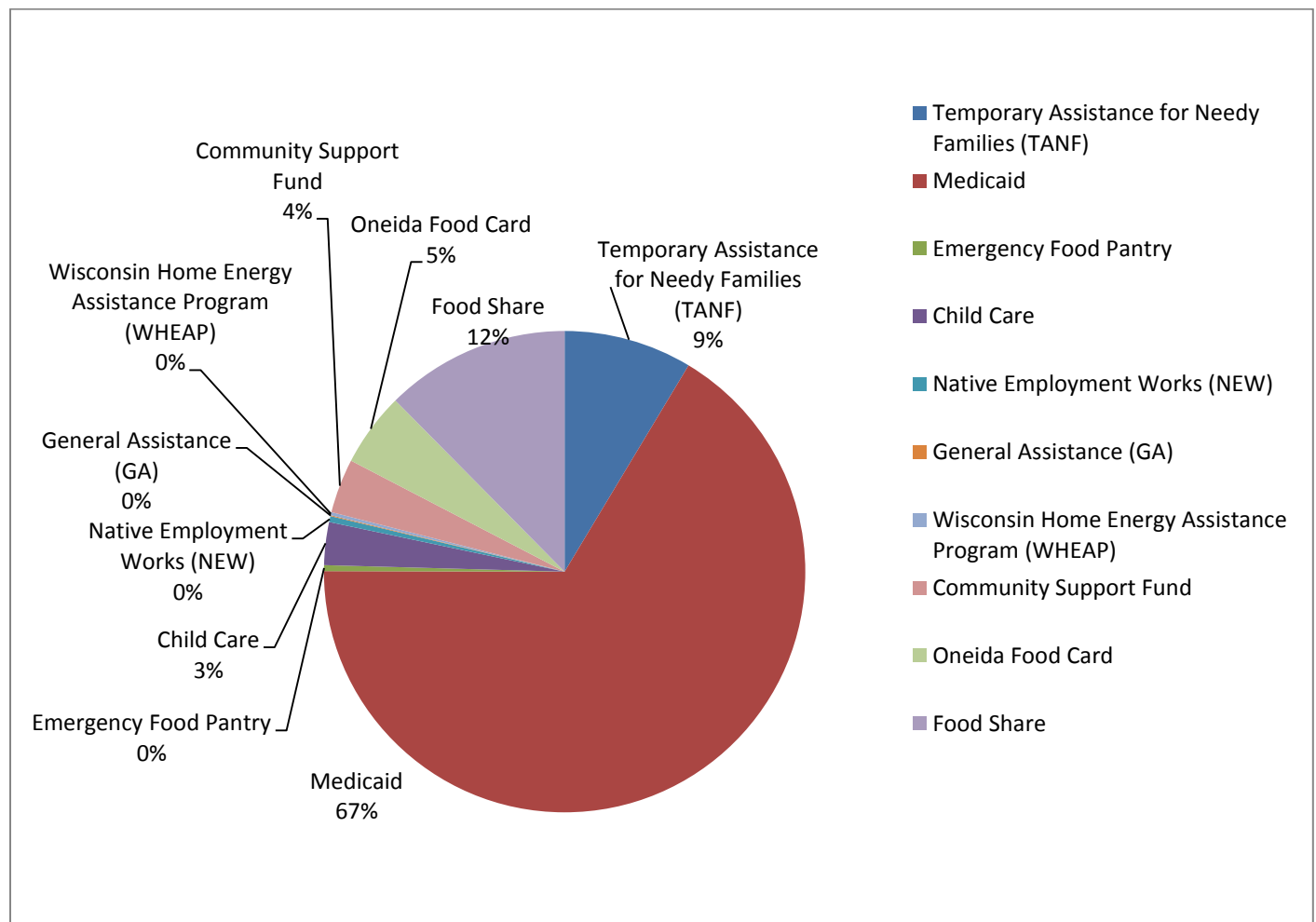
<p>Child Care provides assistance to low-income families through two separate sources. Wisconsin Shares is the state child care assistance program and is processed through the State Child Care system. CCDF (Child Care Development Fund) is a federal grant that is utilized to assist families whose income exceeds the State income guideline. CCDF child care subsidies also assist with some child care registration fees and other community initiatives. Family Services Program grant assists with Respite care services.</p>	<p>Child Care Case Averages: WI Shares cases: Avg. 106 CCDF: Avg. 42 Children (0-12 yrs.) 28 families per month, FSP: 12 Children and 5 families</p>	<p>On-site Child Care center utilized: Avg. 211 children/month or 126 families</p>	<p>26 Social Services clinics were held after hours that utilized the on-site center. The Child Care supervisor and case specialist attended the Federal CCDF training in Denver CO. In addition, the supervisor attended the state Child Care New Worker training.</p>
<p>Native American Employment Works (NEW) is a program to assist single individuals without minor children with work related expenses when starting new employment or retaining employment.</p>	<p>19 cases (+18 yrs.)</p>	<p>65 phone calls in/out</p>	<p>NEW support services consist of auto insurance, car repair, work clothing, and tools for employment.</p>
<p>General Assistance is a program designed to financially assist those with shelter costs for those living on the reservation, without minor child. This program assists those who are awaiting their Supplemental Security Income (SSI) or Social Security Disability (SSD) determination.</p>	<p>3 cases currently</p>	<p>20 phone calls in/out</p>	<p>Cash payment given to those for housing related costs including rent, mortgage and/or utilities.</p>
<p>WHEAP (Wisconsin Home Energy Assistance Program) is administered to low-income individuals or families in need of heat and electric assistance.</p>	<p>Avg.10 cases each month</p>	<p>Avg. of 6 WHEAP appts./mo. Avg. of 115 phone calls received for all three programs. Food Card usage is increasing greatly.</p>	<p>New worker attended the new worker training in September. Abbreviated Energy Assistance applications are being accepted. Applications low due to funding running out and summer season.</p>
<p>Oneida Food Card</p>	<p>Avg. of 238 families/mo.</p>		<p>Continues to increase</p>



<p>Oneida Food Pantry was established to address an emergency food assistance need in the community.</p>	<p>Avg. of 39/mo. families served.</p>	<p>Seven additional calls into the office regarding services and eligibility.</p>	<p>Emergency Food Pantry continues to grow with donations at Tower Foods.</p>
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Other: The program had a change in directors at the end of July. Trina Schuyler was hired as the Tribal Child Support Director and Delia Smith was reassigned to the Economic Support Director.

**Economic Support cases**



**Food Distribution Executive Summary**

The Food Distribution Program is a federally funded food assistance program to low income families. We service anyone within the Reservation boundaries who are within the income limits set by USDA. USDA is the funding source of our grant - 75% funded by USDA and 25% funded by tribal contribution. We also service Brown, Outagamie, Door, Manitowoc, and Kewaunee Counties to households that have a member of a federally recognized tribe. They must also qualify according to their income.

NARRATIVE	DEMOGRAPHICS	FREQUENCY/ UTILIZATION	BULLET POINTS
Food Distribution provides a food package to help our clients maintain a nutritionally balanced diet. They select over 70 products, fresh and canned items. This is a low income grant.	Base numbers: Clients: 2,400 Families: 1,190	Customers used our services on an average of 400 families a month in our 4 <sup>th</sup> quarter.	279 Food Deliveries to the Elderly and Disabled.
	<b>AGE GROUPS</b> <b>0-3: 81</b> <b>4-9: 57</b> <b>10-17: 87</b> <b>18-30: 54</b> <b>31-55: 159</b> <b>56-70: 42</b> <b>70+: 27</b>	Phone calls relating to our service: Outgoing: 516 Received: 1330 Total calls: 1846	



***Head Start/Early Head Start Executive Summary***

The Oneida Head Start Program serves low-income children and families living on and off the reservation. The program received federal funding to serve one hundred and eight (108) children. In addition, the program receives funding from the State of Wisconsin to serve an additional 12 children and the Oneida Tribe provides tribal funds for 32 children for a total of 152 Head Start slots. Head Start has two (2) program sites with eight (8) classrooms serving up to 152 children. Hours of operation are 9:00-1:00, Monday – Friday with 160 contact days. The service area includes the Oneida Reservation and the city of Green Bay.

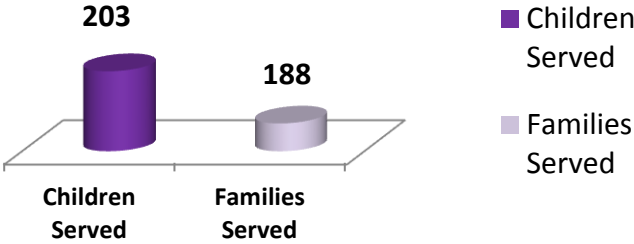
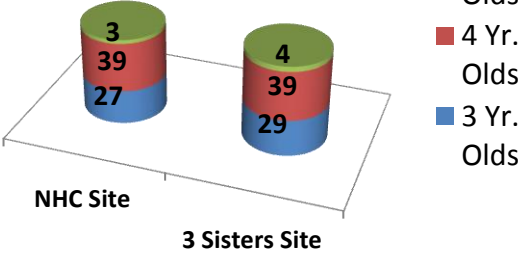
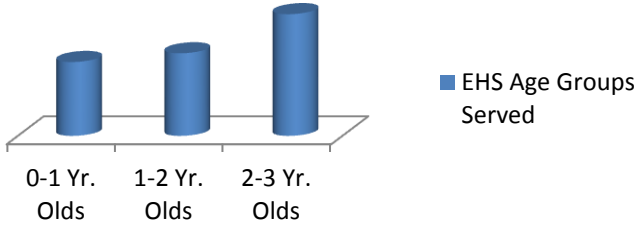
The Early Head Start Home-Based Program serves fifty-two (52) infants and toddlers and eight (8) pregnant women, for a total of 60 participants. Hours of operation will be 8:00 a.m. – 6:30 p.m., Monday – Friday. The program will offer 48 weeks of home visiting. The service area is the Oneida Reservation and a ten (10) mile radius around the reservation. This service area includes both Brown and Outagamie Counties in Wisconsin.

**New Changes:**

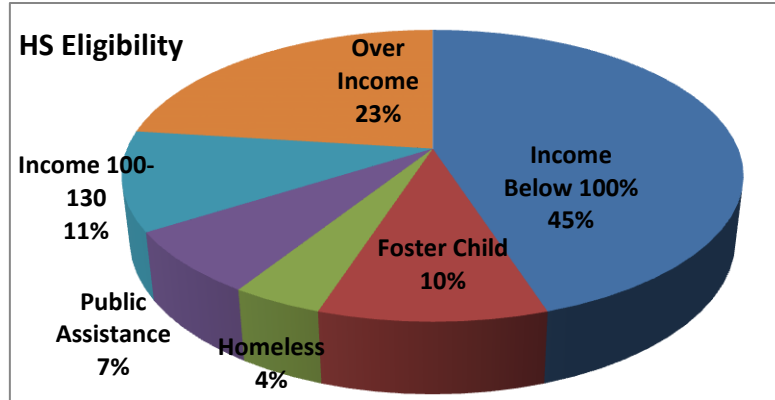
HS Extended Duration: As of September 2017 the HS program began operating two (2) extended duration classrooms, one (1) at each site serving 40 of the HS children. The hours of operation will be 9:00-3:00, Monday-Friday with 170 contact days. These extended duration classrooms will primarily serve income-eligible, four (4) year old children, within single-parent working families.

The Norbert Hill Center re-allocated new space renovated for use by the Head Start program. There were several safety factors that made this move a better option for the program. For example, all of the classrooms will now be at ground level with two emergency exits. In addition, the newly renovated space will offer a safer environment for children as it is away from busy parking lot traffic used by many tribal employees, closer proximity of the children's playground, has easier access for parents who come to the center or bring and/or pick up their child, and has a closer proximity for bus drop off and pick up.

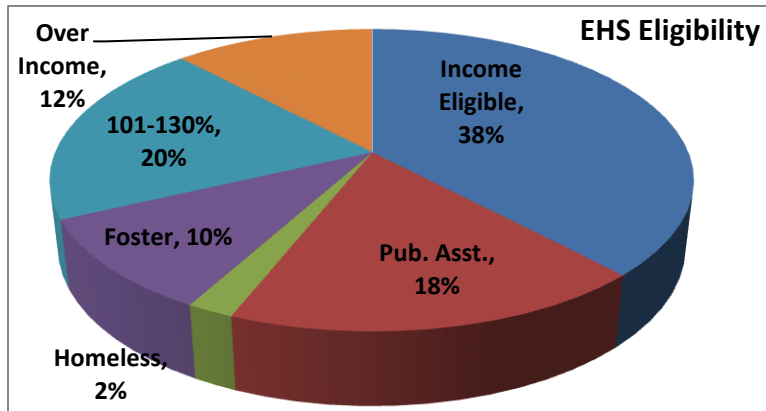
The Early Head Start program is building an addition on to Three Sisters HS building. Groundbreaking took place in June and will be completed spring of 2018.

NARRATIVE	DEMOGRAPHICS	FREQUENCY/UTILIZATION
<p><b>HS Enrollment</b> for the 2017/2018 program year was 141 children as of Sept. 5. The program will be <b>enrollment opportunities</b> in Head Start depending on child age. The <b>Extended Duration</b> classroom at Three Sisters and NHC sites was fully enrolled with 40 children.</p>	<p>Head Start – 3-5 yr. olds                      HS Children Served: 139                      HS Families Served: 132</p> <p>EHS Children Served: 64                      EHS Families Served: 56 Families</p> <p style="text-align: center;"><b>Total HS/EHS Children &amp; Families Served</b></p>  <p style="text-align: center;">Children Served      Families Served</p>	<p>Hs enrolled and served 139 children</p> <p>293 EHS Home Visits provided</p> <p>28 Pregnant Woman Visits Provided</p> <p>45 Children served through Socialization Experiences Group</p>
<p><b>Head Start</b></p> <p>74 Children Returning                      65 Children Newly Enrolled</p> <p><b>Early Head Start</b></p>	<p style="text-align: center;"><b>HS -Age at Enrollment by site</b></p>  <p style="text-align: center;">NHC Site      3 Sisters Site</p> <p style="text-align: center;"><b>EHS Age Groups Served</b></p>  <p style="text-align: center;">0-1 Yr. Olds      1-2 Yr. Olds      2-3 Yr. Olds</p> <p style="text-align: center;">■ EHS Age Groups Served</p>	<p><b>Head Start:</b></p> <p>56 -Three Year Olds                      78- Four Year-Olds                      5- Five Year Olds</p> <p><b>Early Head Start:</b></p> <p>0-1 yr. olds: 17                      1-2 yr. olds: 19                      2-3 yr. olds: 28</p>

**Head Start Child Eligibility:**



**Early Head Start Child Eligibility:**

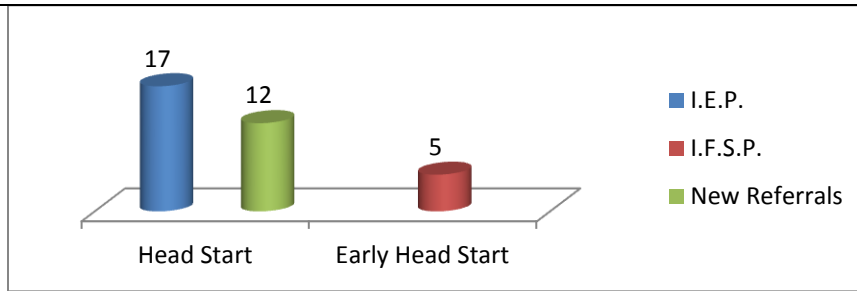




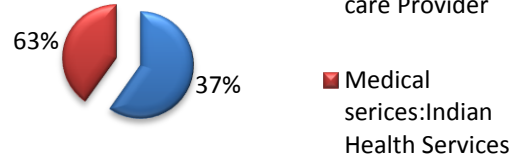
**Health & Disabilities:**

Disabilities:  
12 New referrals for HS  
17 Head Start children on an I.E.P.

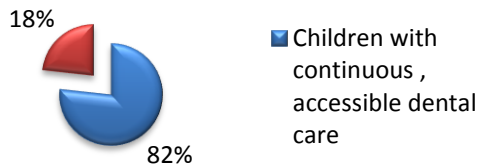
5 Early Head Start children on an I.F.S.P.



**Medical Home-Children**



**Dental Home**



**Education & Child Development**

**Progress of children and the program towards achieving school readiness in each of the seven domains**  
**Head Start:** HS children have increased their math skills this school year (90%) from last year (85%) and continue to be a focus for the teaching staff. Overall, children met or exceeded in all domain areas (97%).

STRATEGIES GOLD-SNAPSHOT																		
Pre-K 4 2016-2017	FALL						WINTER						SPRING					
	BELOW			MEETING			BELOW			MEETING			BELOW			MEETING		
	EXCEEDING	EXCEEDING	EXCEEDING	EXCEEDING	EXCEEDING	EXCEEDING	EXCEEDING	EXCEEDING	EXCEEDING	EXCEEDING	EXCEEDING	EXCEEDING	EXCEEDING	EXCEEDING	EXCEEDING	EXCEEDING	EXCEEDING	
SOCIAL-EMOTIONAL	30	42%	41	57%	1	1%	11	15%	53	75%	7	10%	3	4%	41	59%	26	37%
PHSICAL-GROSS MOTOR	20	28%	52	72%			7	10%	63	90%					62	89%	8	11%
PHYSICAL-FINE MOTOR	10	14%	62	86%			4	6%	59	83%	8	11%	1	1%	38	54%	31	44%
LANGUAGE	13	18%	58	81%	1	1%	7	10%	59	83%	5	7%	2	3%	46	66%	22	31%
COGNITIVE	17	24%	55	76%			3	4%	63	89%	5	7%	1	1%	40	57%	29	41%
LITERACY	20	28%	52	72%	1	1%	3	4%	63	89%	5	7%			47	67%	23	33%
MATHEMATICS	40	56%	31	44%			22	31%	47	66%	2	3%	7	10%	43	61%	20	29%

TEACHING STRATEGIES GOLD-SNAPSHOT																								
Early Head Start 2016-2017	FALL						WINTER						SPRING						SUMMER					
	BELOW			MEETING			BELOW			MEETING			BELOW			MEETING			BELOW			MEETING		
	EXCEEDING	EXCEEDING	EXCEEDING	EXCEEDING	EXCEEDING	EXCEEDING	EXCEEDING	EXCEEDING	EXCEEDING	EXCEEDING	EXCEEDING	EXCEEDING	EXCEEDING	EXCEEDING	EXCEEDING	EXCEEDING	EXCEEDING	EXCEEDING	EXCEEDING					
SOCIAL-EMOTIONAL		9%		85%		6%		16%		74%		9%		21%		71%		8%		15%		51%		34%
PHSICAL-GROSS MOTOR		12%		59%		29%		16%		57%		27%		15%		62%		23%		8%		47%		45%
PHYSICAL-FINE MOTOR		21%		68%		21%		9%		63%		28%		10%		73%		17%		19%		45%		36%
LANGUAGE		21%		74%		6%		23%		70%		7%		23%		70%		8%		19%		45%		36%
COGNITIVE		15%		76%		6%		14%		70%		16%		19%		70%		11%		13%		45%		42%
LITERACY		24%		68%		9%		14%		68%		18%		25%		64%		11%		21%		32%		47%
MATHEMATICS		38%		63%		0%		21%		77%		2%		38%		58%		4%		23%		36%		41%

**Child Support Agency**

<b>NARRATIVE</b>	<b>DEMOGRAPHICS</b>	<b>FREQUENCY/ UTILIZATION</b>	<b>BULLET POINTS</b>
The Child Support Agency establishes paternity and child support court orders and enforces the non-custodial parents to pay support for food, clothing, basic necessities, as well as health insurance for the child/children. These needs being met provide financial and emotional wellbeing for the child/children.	Current cases as of 9/29/17: 3,226	9,407 customer contacts with an Avg. of 3,135/month- This includes customer appointments, phone calls, and walk-ins.	Stipulation - 34 Hearings - 39 August was Child Support Awareness Month. On 8/16 the agency hosted a Child Support Family event that was very well attended by 125 Oneida Child Support families. This gave families an opportunity to ask questions about child support related topics, while children engaged in family fun activities.

**TRANSIT**

<b>NARRATIVE</b>	<b>DEMOGRAPHICS</b>	<b>FREQUENCY/ UTILIZATION</b>	<b>BULLET POINTS</b>
Oneida Public Transit provides secure-reliable transportation at a reasonable cost to our passengers of the Oneida community and surrounding communities and is paid for with grants from Wisconsin Department of Transportation (WisDOT), Federal Transportation Administration (FTA), and Tribal Contribution.  Oneida Public Transit implemented the Ecolane Automatic Dispatch Software	Base number: 1,505	9,173	<b><u>Base Number increased 18.9% from Quarter 3, FY2017. This is a 239 client increase.</u></b> Overall, seasonal decrease as Youth 7—18 are on Summer Break between school years, similar to previous <i>year's</i> data due to summer seasonal cycle.  To Date: Positive feedback from customers as the On-Time Performance is improving to over 93%. Target Goal: 95%

System for 7 months.					
		AGE GROUPS			
		0 — 6:	511	1.4 % increase compared to Qtr3 FY2017	
		7 — 18:	1,625	39.6 % decrease compared to Qtr3 FY2017	
		19 — 54:	4,215	40.4 % increase compared to Qtr3 FY2017	
		55 — +	2,822	Same as compared to Qtr3 FY2017	
			Wheelchair	621	46.8 % increase compared to Qtr3 FY2017
		Total Miles	74,599	7.9 % decrease compared to Qtr3 FY2017	

**4TH QUARTER****October 25th**

Name	Supervisor Name	ADOH	Years	Response
METOXEN, LORETTA	DOXTATER, ANDREW J	Aug 18, 1987	30	Certificate Rec'd
CLARK, JULIE A	MENDOLLA-BUCKLEY, BRENDA J	Aug 24, 1987	30	Certificate Rec'd
BOEX, DIANNE L	LARSON, DAVID L	Sep 8, 1987	30	Certificate Rec'd
SCHOMMER, REBECCA J	CONWAY, LOUCINDA K	Sep 25, 1987	30	Certificate Rec'd
DANFORTH, CARMEN B	DOXTATER, ANDREW J	Sep 28, 1987	30	Certificate Rec'd
CORNELIUS, KERRY G	DANFORTH, KATSITSIYO T	Jul 20, 1992	25	Certificate Rec'd
KRUSE, MARGARET M	SMITH, DELIA	Jul 27, 1992	25	Certificate Rec'd
WEBSTER, GARTH W	WASURICK, MARY K	Jul 30, 1992	25	Certificate Rec'd
ZEISE, LLOYD R	GRAVES, TODD P	Jul 31, 1992	25	Certificate Rec'd
HIGGS, SUSAN L	KRAWCZYK, ERIC R	Aug 3, 1992	25	Certificate Rec'd
WITTE, JEFFREY	DOXTATOR, SUSAN K	Aug 23, 1992	25	Certificate Rec'd
FLAUGER, SHERRY A	DANFORTH, KATSITSIYO T	Aug 24, 1992	25	Certificate Rec'd
HENSLEY, VICTRIETTA A	CLOSE, MARIANNE J	Aug 24, 1992	25	Certificate Rec'd
STEVENS, DEANNA	PEGUERO, YVETTE M	Aug 24, 1992	25	Certificate Rec'd
DENNY, RICKEY A	LALUZERNE, KIM A	Aug 27, 1992	25	Certificate Rec'd
WEBSTER, TONYA L	STENSLOFF, PATRICK W	Aug 27, 1992	25	Certificate Rec'd
CORNELIUS, SYLVIA S	FINNEY, MICHAEL N	Aug 28, 1992	25	Certificate Rec'd
BRAATEN, BLAIR A	EMERSON, DAVID L	Sep 2, 1992	25	Certificate Rec'd
WEBSTER, SHAD L	PELKY, PATRICK J	Jul 20, 1992	25	Certificate Rec'd

DANFORTH, MERCIE L	LARSON, DAVID L	Sep 21, 1987	30	No Response
METOXEN, DALE R	DANFORTH, PAUL F	Jul 27, 1992	25	Declined
NOLAN, KAREN K	HAEN, BRENDA S	Aug 9, 1992	25	Retired
DECOTEAU-PATTERSON, SIMONE F	DANFORTH, SUSAN M	Aug 17, 1992	25	Unable to Attend
HILL, KRISTINE M	WEST, STEPHEN J	Aug 18, 1992	25	Declined
JOURDAN, JANICE L	POWLESS, SR, MARK A	Aug 20, 1992	25	Unable to Attend
WOMMACK, JUNE	TORREZ, THERESA M	Aug 31, 1992	25	Retired
HUFF, HELEN J	WALLENFANG, SR, WENZEL G	Sep 1, 1992	25	Declined
SKENANDORE, JODI M	NINHAM, TIMOTHY D	Sep 2, 1992	25	Did not receive certificate
DENNY, JACK E	DOXTATOR, MICHELE M	Sep 21, 1992	25	Declined



**Business Committee Meeting**

8:30 a.m. Friday, October 25, 2017

**Thank you for printing clearly**

Mary Cornelissea -EHIV Dept. \_\_\_\_\_

Jeanette Nisha \_\_\_\_\_

Marsha Danforth \_\_\_\_\_

Debbie Duff \_\_\_\_\_

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Rashida W. Williams-Lambert \_\_\_\_\_

Michael Trage \_\_\_\_\_

Richard Elm-Hill \_\_\_\_\_

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