



## **LEGISLATIVE OPERATING COMMITTEE MEETING AGENDA REVISED**

Business Committee Conference Room - 2nd Floor Norbert Hill Center

February 4, 2026

9:00 a.m.

### **I. Call to Order and Approval of the Agenda**

### **II. Minutes to be Approved**

1. January 21, 2026 LOC Meeting Minutes (pg. 2)

### **III. Current Business**

1. Elder Protection Law (pg. 4)
2. Uniform Commercial Code (pg. 18)
3. Petition: G. Powless- Buenrostro - Accountability Measure Options for BC and BCC's #2025-04 (pg. 68)
4. Petition: G. Powless- Buenrostro - Amend the Administrative Rule Making Law #2025-05 (pg. 71)

### **IV. New Submissions**

### **V. Additions**

1. Legislative Operating Committee Fiscal Year 2026 First Quarter Report (pg. 74)

### **VI. Administrative Updates**

### **VII. Executive Session**

### **VIII. Recess/Adjourn**



**LEGISLATIVE OPERATING COMMITTEE MEETING MINUTES**  
Oneida Business Committee Conference Room-2nd Floor Norbert Hill Center  
January 21, 2026  
9:01 a.m.

**Present:** Jameson Wilson, Jennifer Webster, Kirby Metoxen

**Excused:** Jonas Hill

**Unexcused:** Marlon Skenandore

**Others Present:** Grace Elliott, Carolyn Salutz

**Others Present on Microsoft Teams:** Clorissa Leeman, Ashley Blaker, Chad Fuss, Eric Belanger, Fawn Billie, Fawn Cottrell, Maureen Metoxen, Melissa Alvarado, Peggy Helm-Quest, Rae Skenandore, Rhiannon Metoxen, Ronald Van Schyndel, Mark Powless, Taryn Webster, Diane Wilson, Janice Decorah, Michelle Tipple, Katsitsiyo Danforth.

**I. Call to Order and Approval of the Agenda**

Jameson Wilson called the January 7, 2026, Legislative Operating Committee meeting to order at 9:01 a.m.

Motion by Jennifer Webster to adopt the agenda; seconded by Kirby Metoxen. Motion carried unanimously.

**II. Minutes to be Approved**

**1. January 7, 2026 LOC Meeting Minutes**

Motion by Kirby Metoxen to approve the January 7, 2026, LOC meeting minutes and forward to the Oneida Business Committee; seconded by Jennifer Webster. Motion carried unanimously.

**III. Current Business**

**1. Public Use of Tribal Land Law Amendments**

Motion by Jennifer Webster to approve the adoption packet for the proposed amendments to the Public Use of Tribal Land law and forward to the Oneida Business Committee for consideration; seconded by Kirby Metoxen. Motion carried unanimously.

**2. Independent Contractors Policy Amendments**

Motion by Jennifer Webster to approve the adoption packet for the proposed amendments to the Independent Contractors Policy and forward to the Oneida Business Committee for consideration; seconded by Kirby Metoxen. Motion carried unanimously.



**IV. New Submissions**

**V. Additions**

**VI. Administrative Updates**

**VII. Executive Session**

**VIII. Adjourn**

Motion by Jennifer Webster to adjourn at 9:19 a.m.; seconded by Kirby Metoxen. Motion carried unanimously.



## Legislative Operating Committee February 4, 2026

# Elder Protection Law

<b>Submission Date:</b> 1/4/23	<b>Public Meeting:</b> N/A
<b>LOC Sponsor:</b> Jennifer Webster	<b>Emergency Enacted:</b> N/A

**Summary:** *This item was carried over from last term and originally added to the Active Files List on January 4, 2023 at the request of the Governmental Services Division Director for the purpose of developing a law which would protect elders of the Oneida community from abuse, neglect, and exploitation.*

**10/4/23 LOC:** Motion by Jennifer Webster to add the Elder Protection Law to the Active Files List with Jennifer Webster and Marlon Skenandore as the sponsors; seconded by Jonas Hill. Motion carried unanimously.

**11/1/23 LOC:** Motion by Jonas Hill to approve the Legislative Operating Committee community meeting notice and schedule the community meeting to take place on December 6, 2023; seconded by Jennifer Webster. Motion carried unanimously.

**11/27/23:** *Work Meeting.* Present: Jameson Wilson, Jennifer Webster, Marlon Skenandore, Jonas Hill, Clorissa Leeman, Grace Elliott, Fawn Cottrell, Kristal Hill, Maureen Perkins. The purpose of this work meeting was to review the PowerPoint presentation for the December 6<sup>th</sup> community meeting.

**12/6/23:** *Work Meeting.* Present: Jameson Wilson, Jennifer Webster, Marlon Skenandore, Jonas Hill, Kirby Metoxen, Clorissa Leeman, Grace Elliott, Fawn Cottrell, Kristal Hill, Maureen Perkins. The purpose of this work meeting was to run through and practice the presentation for the community meeting.

*Community Meeting.* Present: Jameson Wilson, Kirby Metoxen, Jennifer Webster, Jonas Hill, Marlon Skenadore, Clorissa N. Leeman, Grace Elliott, Carolyn Salutz, Fawn Cottrell, Fawn Billie, Kristal Hill, Maureen Perkins, Lori Webster, Leon Webster, Larry Barton, Nancy Barton, Daniel Leyo, John E. Powless III, Carol Silva, Jeanette Ninham, Raeann Skenadore, Gina Powless Buenrostro, Jackie Smith, Rocky Hill, Carole Liggins, Kaylee Schuyler, Trina Schuyler, Quincy Granquist, Dan Webster, Marie Cornelius, Barbara Salutz, Carol Elm, Majorie Stevens, Misty Herzog, Josh, Gerzetich, Ann McCotter, Mitchel Metoxen, Katsi Danforth, Nova Danforth, Bill Gollnick, Bonnie Pigman, Nadine Escamea, Alyssa Perkins, Emma King, Dr. Rosa King, Margaret King, Garth Webster, Daniel Doyen, Mark W. Powless, Kanani Nunies, Ululan Ninies, Beverly DeCoteau, Lexi Sickles, Laura Manthe, Tina Jorgensen, Stephanie Miscavitch VanEvery, Mark A. Powless Sr., and others. The Legislative Operating Committee held a community meeting regarding

the Elder Protection law, the Oneida Language law, and the Higher Education Scholarship Law.

- 12/20/23:** *Work Meeting.* Present: Jameson Wilson, Jennifer Webster, Marlon Skenandore, Jonas Hill, Kirby Metoxen, Clorissa Leeman, Grace Elliott, Fawn Cottrell, Kristal Hill, Maureen Perkins. The purpose of this work meeting was to discuss and debrief the December 6<sup>th</sup> community meeting – such as what went well, what could be improved, and the comments and input received.
- 10/4/24:** *Work Meeting.* Present: Kelly Mc Andrews, Grace Elliott. The purpose of this meeting was to provide an opportunity for the OLO to share any concerns or preferences they might have regarding the elder protection law with the LRO.
- 10/7/24:** *Work Meeting.* Present: Jameson Wilson, Jennifer Webster, Jonas Hill, Kirby Metoxen, Tina Jorgensen, Sandra Skenandore, Neoma Orsburn, Maureen Perkins, Mark Powless, Kelly Mc Andrews, Fawn Billie, Eric Boulanger, Claudia Skenandore, Carol Liggins, Carrie Lindsey, Jodi Tess, Kristal Hill, Fawn Cottrell, Grace Elliott, Amber Martinez. The purpose of this meeting was to begin discussions on the development of Elder/Vulnerable Adult Protection Law for the Nation. Topics included; identifying what issues the Nation is facing, the intended purpose of the law and how this law can address the issues.
- 10/18/24 :** *Work Meeting.* Present: Jameson Wilson, Jonas Hill, Marlon Skenandore, Clorissa Leeman, Carolyn Salutz, Kristal Hill, Fawn Billie, Fawn Cottrell, Maureen Perkins, Grace Elliott. The purpose of this meeting was to discuss the intended scope of the Elder Protection law.
- 11/26/24:** *Community Work Meeting.* Present: Jameson Wilson, Jennifer Webster, Kirby Metoxen, Grace Elliott, Jodi Tess, Eli Metoxen, and eight Oneida elders. The purpose of this meeting was for the LOC to gather feedback from Oneida elders about what topics they would like an elder protection law to address.
- 12/3/24:** *Work Meeting.* Present: Clorissa Leeman, Tina Jorgenson, Jodi Tess, Kelly McAndrews, Carrie Lindsey, Eric Boulanger, Eli Metoxen, Fawn Billie, Marlon Skenandore. The purpose of this meeting was to review reporting sections from various tribal elder protection laws and discuss which provisions might be appropriate for Oneida.
- 1/9/25:** *Work Meeting.* Present: Clorissa Leeman, Tina Jorgenson, Jodi Tess, Kelly McAndrews, Carrie Lindsey, Mark Powless, Fawn Billie, Marlon Skenandore. The purpose of this meeting was to review options for how citations might be addressed within an elder protection law.
- 1/17/25:** *Work Meeting.* Present: Andrea Gage, Grace Elliott. The purpose of this meeting was to collaborate with the new attorney who has previous legal experience practicing elder protection law.
- 2/3/25:** *Work Meeting.* Present: Jameson Wilson, Jennifer Webster, Kirby Metoxen, Jonas Hill, Clorissa Leeman, Kristal Hill, Maureen Perkins, Grace Elliott, Carolyn Salutz,

Fawn Billie. The purpose of this work meeting was to select the topics for the March 5<sup>th</sup> LOC community meeting. The LOC decided the topics to be discussed should include Elder Protection law, Indian Preference in Contracting law amendments, and Hunting, Fishing, and Trapping law amendments.

- 2/5/25:** *Work Meeting.* Present: Jameson Wilson, Jennifer Webster, Jonas Hill, Kirby Metoxen, Marlon Skenandore, Clorissa Leeman, Carolyn Salutz, Grace Elliott. The purpose of this meeting was to review laws of the Nation as they apply to elder protection.
- 2/18/25:** *Work Meeting.* Present: Tina Jorgensen, Jodi Tess, Shelly Hill, Adriana Chacon, Carrie Lindsey, Mark Powless, Fawn Billie, Clorissa Leeman, Grace Elliott. The purpose of this meeting was to review laws of the Nation as they apply to elder protection.
- 2/19/25:** *Work Meeting.* Present: Jameson Wilson, Jennifer Webster, Kirby Metoxen, Marlon Skenandore, Clorissa Leeman, Carolyn Salutz, Grace Elliott. The purpose of this meeting is to consider the infrastructure that may support an elder protection law.
- 3/5/25:** *Work Meeting.* Present: Jameson Wilson, Jennifer Webster, Jonas Hill, Metoxen, - Clorissa Leeman, Grace Elliott, Carolyn Salutz, Fawn Cottrell, Fawn Billie. The purpose of this work meeting was to review the PowerPoint presentation for the March 19<sup>th</sup> LOC community meeting.
- 3/19/25:** *Community Meeting.* Present: The Legislative Operating Committee held a community meeting in the NHC's cafeteria from 5:30 p.m. through 7:30 p.m. regarding the development of an Elder Protection law.
- 3/27/25:** *Work Meeting.* Present: Mary Loeffler, Richard Baird, Carrie Lindsey, Layatalati Hill, Jodi Tess, Andrea Gage, Joyce Johnson, Diane Polzak, Claudia Skenandore, Barbra Cornelius, Grace Elliott. The purpose of this meeting was to review information related to investigations conducted based on reports of potential elder abuse.
- 4/18/25:** *Work Meeting.* Present: Kelly McAndrews, Andrea Gage, Grace Elliott. The purpose of this meeting was to discuss the processes outlined in Oneida Elder Service's MOUs with the counties for handling elder abuse investigations.
- 4/24/25:** *Work meeting.* Present: Kelly McAndrews, Andrea Gage, Jodi Tess, Grace Elliott. The purpose of this meeting was to discuss how Oneida is currently handling investigations into elder abuse and what it might be ideal to include in an Elder Protection law.
- 6/6/25:** *Work Meeting.* Present: Jameson Wilson, Jonas Hill, Kirby Metoxen, Marlon Skenandore, Kristal Hill, Clorissa Leeman, Carolyn Salutz, Grace Elliott. The purpose of this meeting is to provide an update to the LOC on the status of the Elder Protection law.

- 6/12/25:** *Work Meeting.* Present: Eric Boulanger, Ronald King, Jodi Tess, Carrie Lindsey, Andrea Gage, Tina Jorgenson, Kelly McAndrews, Fawn Billie, Grace Elliott. The purpose of this meeting was to review the investigation section of the Elder Protection law and discuss how Oneida Aging and Disability might be empowered to fulfil a more active role. Potential solutions brought forward by the team included hiring additional staff.
- 7/29/25:** *Work Meeting.* Present: Jameson Wilson, Jennifer Webster, Jonas Hill, Kirby Metoxen, Marlon Skenandore, Tina Jorgensen, Mark Powless, Eric Boulanger, Andrea Gage, Carrie Lindsey, Jodi Tess, Grace Elliott. The purpose of this meeting was to discuss multidisciplinary teams and confidentiality.
- 10/8/25:** *Work Meeting.* Present: Tina Jorgenson, Jodi Tess, Breanna Phillips, Grace Elliott. The purpose of this meeting was to discuss the roles stakeholders would like to see Oneida Aging and Disability and county partners to play in the elder protection process.
- 11/5/25:** *Work Meeting.* Present: Tina Jorgenson, Carrie Lindsey, Jodi Tess, Breanna Phillips, Grace Elliott, Mark Powless. The purpose of this meeting was to review the draft of elder protection law.
- 11/21/25:** *Work Meeting.* Present: Grace Elliott, Kelly McAndrews. The purpose of this meeting was to review any questions, concerns, or suggestions from the law office regarding the draft elder protection law.
- 12/1/25:** *Work Meeting.* Present: Jameson Wilson, Tina Jorgenson, Carrie Lindsey, Jodi Tess, Breanna Phillips, Grace Elliott, Mark Powless. The purpose of this meeting was to review the draft of elder protection law.
- 12/16/25:** *Work Meeting.* Present: Grace Elliott, Amber Martinez, ONCOA. The purpose of this meeting was for the drafting attorney to provide an update on the development of the Elder Protection Law to ONCOA and listen to any feedback they had. ONCOA expressed strong support for the draft law.
- 1/26/26:** *Work Meeting.* Present: Jameson Wilson, Kirby Metoxen, Jennifer Webster, Mark Powless, Carrie Lindsey, Eric Boulanger, Tina Jorgenson, Jodi Tess, Breanna Phillips, Kristal Hill, Fawn Cottrell. The purpose of this meeting was to complete a final readthrough of the draft elder protection law and review next steps which include reviewing scenarios for process next Monday, sharing the draft with ONCOA, and presenting the draft to the LOC for initial approval at the next scheduled LOC meeting.

#### **Next Steps:**

- Approve the draft Elder Protection Law and direct that a legislative analysis be completed.



## Title 7. Children, Elders & Family - Chapter 706 ELDER PROTECTION

706.1. Purpose and Policy  
706.2. Adoption, Amendment, Repeal  
706.3. Definitions  
706.4. Interdisciplinary Team

706.5. Reporting  
706.6. Investigation  
706.7. Rights of Parties  
706.8. Jurisdiction

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### 706.1. Purpose and Policy

706.1-1. *Purpose.* The purpose of this law is to uphold the Nation's responsibility to honor and protect its elders. This law establishes a process to safeguard elders from harm, including abuse, neglect, self-neglect, and exploitation. This process includes:

- (a) reporting concerns of abuse, neglect, self-neglect, and exploitation of elders;
- (b) investigating reports to ensure the safety and well-being of elders; and
- (c) providing services and support for elders who require protection from abuse, neglect, self-neglect, and exploitation.

706.1-2. *Policy.* It is the policy of the Nation to honor, respect, and protect its elders. The Nation recognizes that elders possess unique and irreplaceable stores of knowledge, skill, and experience that enhance and enrich the lives of the entire Nation. The interests of the Nation, now and in the future, are advanced when its elders are confident that they are protected from abuse, neglect, self-neglect, and exploitation. In honoring these principles, the Nation embraces YukwatsístayΛ the fire, the animating spirit within each of us as a reminder that protecting our elders is an expression of who we are as a People and a reflection of The Good Mind we strive to uphold as expressed by OnΛyote'a'ka, which includes:

- (a) Kahletsyalúsla. The heartfelt encouragement of the best in each of us.
- (b) Kanolukhwásla. Compassion, caring, identity, and joy of being.
- (c) Ka'nikuhli·yó. The openness of the good spirit and mind.
- (d) Ka'tshatstásla. The strength of belief and vision as a People.
- (e) Kalihwi·yó. The use of the good words about ourselves, our Nation, and our future.
- (f) TwahwahtsílawayΛ. All of us are family.
- (g) YukwatsístayΛ. Our fire, our spirit within each one of us.

### 706.2. Adoption, Amendment, Repeal

706.2-1. This law was adopted by the Oneida Business Committee by resolution BC-\_\_-\_\_-\_\_-\_\_.

706.2-2. This law may be amended or repealed by the Oneida Business Committee or the General Tribal Council pursuant to the procedures set out in the Legislative Procedures Act.

706.2-3. Should a provision of this law or the application thereof to any person or circumstances be held as invalid, such invalidity shall not affect other provisions of this law which are considered to have legal force without the invalid portions.

706.2-4. In the event of a conflict between a provision of this law and a provision of another law, the provisions of this law shall control.

706.2-5. This law is adopted under authority of the Constitution of the Oneida Nation.

### 706.3. Definitions

706.3-1. This section shall govern the definitions of words and phrases used within this law. All words not defined herein shall be used in their ordinary and everyday sense.

- (a) "Abuse" means any of the following:
  - (1) Physical abuse.



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- (2) Emotional abuse.
- (3) Sexual abuse.
- (4) Treatment without consent.
- (5) Unreasonable confinement or restraint.
- (b) “Bodily harm” means physical pain or injury, illness, or any impairment of physical condition.
- (c) “Caregiver” means a person who has assumed responsibility for all or a portion of an individual’s care voluntarily, by contract, or by agreement, including a person acting or claiming to act as a legal guardian.
- (d) “Case management” means an assessment of need for direct services, development of a direct service plan and coordination and monitoring of the provision of direct services.
- (e) “Departmental report form” includes documentation of an elder-adult-at-risk agency’s response to or investigation of a report and is the information required to be submitted to the department.
- (f) “Direct services” includes temporary shelter, relocation assistance, housing, respite care, emergency funds for food and clothing and legal assistance.
- (g) “Elder-at-risk” means any person aged Fifty-Five (55) or older who has experienced, is currently experiencing, or is at risk of experiencing abuse, neglect, self-neglect, or financial exploitation.
- (h) “Elder-adult-at-risk agency” means Oneida Aging and Disability, or an agency designated by the county board of supervisors to receive, respond to, and investigate reports of abuse, neglect, self-neglect, and financial exploitation.
- (i) “Emotional abuse” means language or behavior that serves no legitimate purpose and is intended to be intimidating, humiliating, threatening, frightening, or otherwise harassing, and that does or reasonably could intimidate, humiliate, threaten, frighten, or otherwise harass the individual to whom the conduct or language is directed.
- (j) “Financial exploitation” means any of the following:
- (1) Obtaining an individual’s money or property by deceiving or enticing the individual, or by forcing, compelling, or coercing the individual to give, sell at less than fair market value, or in other ways convey money or property against his or her will without his or her informed consent.
  - (2) Theft.
  - (3) The substantial failure or neglect of a fiscal agent to fulfill his or her responsibilities.
  - (4) Unauthorized use of an individual’s personal identifying information or documents.
  - (5) Unauthorized use of an entity’s identifying information or documents.
  - (6) Forgery.
  - (7) Financial transaction card crimes.
- (k) “Investigative agency” means Oneida Aging and Disability, a law enforcement or a city, town, village, county, or state governmental agency or unit with functions relating to protecting health, welfare, safety, or property, including an agency concerned with animal

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protection, public health, building code enforcement, consumer protection, or insurance or financial institution regulation.

(l) “Nation” means the Oneida Nation.

(m) “Neglect” means the failure of a caregiver, as evidenced by an act, omission, or course of conduct, to endeavor to secure or maintain adequate care, services, or supervision for an individual, including food, clothing, shelter, or physical or mental health care, and creating significant risk or danger to the individual’s physical or mental health. “Neglect” does not include a decision that is made to not seek medical care for an individual, if that decision is consistent with the individual’s previously executed declaration or do-not-resuscitate order as authorized by law.

(n) “Physical abuse” means the intentional or reckless infliction of bodily harm.

(o) “Record” includes any document relating to the response, investigation, assessment, and disposition of a report made under this law.

(p) “Self-neglect” means a significant danger to an individual’s physical or mental health because the individual is responsible for his or her own care but fails to obtain adequate care, including food, shelter, clothing, or medical or dental care.

(q) “Sexual abuse” means a violation of Wisc. Stat. 940.225(1), (2), (3), or (3m).

(r) “Treatment without consent” means the administration of medication to an individual who has not provided informed consent, or the performance of psychosurgery, electroconvulsive therapy, or experimental research on an individual who has not provided informed consent, with the knowledge that no lawful authority exists for the administration or performance.

(s) “Unreasonable confinement or restraint” includes the intentional and unreasonable confinement of an individual in a locked room, involuntary separation of an individual from his or her living area, use on an individual of physical restraining devices, or the provision of unnecessary or excessive medication to an individual, but does not include the use of these methods or devices in entities regulated by the department if the methods or devices are employed in conformance with state and federal standards governing confinement and restraint.

(t) “Retaliation” means intimidating, threatening to cause or causing bodily, emotional, property, or financial harm.

#### **706.4. Interdisciplinary Team**

706.4-1. *Composition.* The Interdisciplinary Team consists of representatives from Aging and Disability Services, Oneida Police Department, Comprehensive Health Division, Oneida Behavioral Health, Oneida Law Office, Oneida Community Resource and Economic Support, Comprehensive Housing Department, Oneida Family Services, and any additional agencies designated by the Team as necessary to fulfill its duties.

706.4-2. *Confidentiality.* All members of the Interdisciplinary Team shall maintain strict confidentiality regarding all matters that come before the team. No member may disclose any information except as expressly authorized under this law.

(a) *Purpose-Based Disclosure.* Members may use or disclose confidential information

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only as necessary to perform duties under this law, including prevention, identification, investigation, or mitigation of elder abuse, neglect, exploitation, or self-neglect.

(b) *HIPAA Exception for Harm Prevention*. When a member is subject to HIPAA, the member may share protected health information with the Team under the exception permitting disclosure to prevent or lessen a serious and imminent threat to the health or safety, provided that:

(1) the disclosure is made in good faith to prevent or address abuse, neglect, or exploitation; and

(2) the disclosure is limited to persons reasonably able to prevent or mitigate the threatened harm, including members of the Interdisciplinary Team acting within their authority under this law.

(c) *Minimum-Necessary Standard*. Any disclosure shall be limited to the minimum information necessary for the Team to perform its duties.

(d) *Selective Participation*. Only members whose roles are relevant to a specific case shall access confidential information for that case.

(e) *Redisclosure Prohibited*. Information received through the Team may not be further disclosed except as required to perform professional duties related to the case or as otherwise authorized by law.

(f) *Conflict of Interest*. Members with a personal conflict, familial relationship, or other circumstance that may compromise confidentiality, or objectivity shall recuse themselves from case discussions.

706.4-3. *Reporting to Licensing Agencies*. The Team may report to a licensing agency any concerns that a regulated person has failed to comply with mandatory reporting requirements under this law or has abused or neglected an elder. The Team may also report concerns to the person's employer.

706.4-4. *Law Enforcement Assistance*. The Team may request assistance from the Oneida Police Department in investigating allegations of elder abuse or neglect and shall notify the Department of any allegations of criminal abuse or neglect.

706.4-5. *Duties*: The Team shall meet periodically and:

(a) guide investigations of reported elder abuse;

(b) review reports from adult protection workers and determine whether an Oneida elder is in danger of harm;

(c) recommend actions to adult protection workers and to the Court to promote the care of elders;

(d) determine whether a legal action should be initiated by the Nation;

(e) determine whether an elder should be removed from the person's home temporarily or permanently;

(f) recommend placement options when an elder cannot remain in their home;

(g) identify available community resources, programs, and services;

(h) promote cooperation, communication, and consistency between agencies;

(i) assist in developing and implementing plans to promote the long-term wellbeing of

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elders and their families.

706.4-6. *Decision-Making*. Decisions shall be made by consensus of members present at a duly noticed meeting.

706.4-7. *Notice of Meetings*. Notice of regularly scheduled meetings is presumed complete upon scheduling. Notice of emergency meetings shall be provided at least twenty-four (24) hours in advance by email, text, or phone call/voicemail.

706.4-8. *Family and Community Engagement*. The Team shall prioritize resolving issues of abuse or neglect through family and community assistance and may convene meetings with designated family and community members for this purpose.

706.4-9. *Funding Authority*. The Team may solicit and accept grants or funds from federal, state, tribal, and local governments and private sources to further the purposes of this law.

706.4-10. *Administrative Support*. Aging and Disability Services shall serve as the Team's primary contact, organize meetings, and maintain records.

706.4-11. *Subject Matter Experts*. The Team may engage subject matter experts from any entity necessary to access resources required to fulfill its duties.

## **706.5. Reporting**

706.5-1. *Duty to Report*. Any person who knows or has reasonable cause to suspect that an elder is being or has been abused, neglected, self-neglected, or exploited shall immediately report the information to the Director or designee of Oneida Aging and Disability Services, unless prohibited by a legally recognized privilege. Individuals bound by a privileged relationship may only make an anonymous disclosure if there is an urgent need for hospitalization, guardianship, protective services, or protective placement.

706.5-2. *Mandated Reporters*. The following individuals have a mandated duty to report suspected abuse, neglect, self-neglect, and exploitation of elders:

(a) The elder's family members or caretakers;

(b) Any elected official of the Nation;

(c) Any employee of the Nation, including but not limited to:

(1) physicians, surgeons, dentists, podiatrists, chiropractors, nurses, dental hygienists, optometrists, medical examiners, emergency medical technicians, paramedics, or other health care providers;

(2) psychiatrists, psychologists, or psychological assistants;

(3) licensed or unlicensed social workers, professional counselors, or marriage and family therapists;

(4) persons employed in the mental or behavioral health profession;

(5) persons employed as physical or occupational therapists, or their assistants;

(6) law enforcement officers;

(7) judges, attorneys, court counselors, clerks of court, and other judicial system officials or staff;

(d) Any person or agency with fiduciary responsibilities to an elder, such as accountants, property managers, financial advisors, or financial institutions.

706.5-3. *Anonymous Reports*. Except for mandated reporters identified in section 706.5-2, any

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person reporting elder abuse, neglect, self-neglect, or exploitation may remain anonymous.

706.5-4. *Immunity from Liability.* Any person who in good faith, reports suspected abuse, neglect, self-neglect, or exploitation of an elder shall be immune from any legal action arising from that report.

706.5-5. *Civil Penalty for Failure to Report.*

(a) Any person required by this law to report suspected elder abuse, neglect, self-neglect, or exploitation who fails to do so is subject to a civil penalty not to exceed two thousand dollars (\$2,000).

(b) The Court shall impose the penalty only after petition, notice, an opportunity for hearing, and a determination that the person had a mandated duty to report and failed to comply.

(c) A person who fails to report may also be subject to civil liability for damages suffered by the elder as a result of the failure to report, notwithstanding any determination by the Court regarding violation of this law.

706.5-6. *Civil Penalty for Bad Faith Reports.*

(a) Any person who knowingly makes a false report of suspected abuse, neglect, self-neglect, or exploitation is subject to a civil penalty not to exceed two thousand dollars (\$2,000).

(b) The Court shall impose the penalty only after petition, notice, an opportunity for hearing, and a determination that the person knowingly made a false report.

(c) A person making a false report may also be subject to civil liability for damages suffered by the person(s) named in the false report.

706.5-7. *Report Requirements.* Reports of suspected elder abuse, neglect, self-neglect, or exploitation shall be made to the Director or designee of Oneida Aging and Disability Services.

(a) Oral reports shall be immediately documented in writing by the Director or designee.

(b) Anonymous reports shall be investigated as required by this law.

(c) Written reports shall include, if available:

(1) The elder's name, address or location, and telephone number;

(2) The name, address or location, and telephone number of the person(s) or agency suspected of abuse, neglect, or exploitation;

(3) The nature and degree of any limitations of the elder;

(4) The name, address or location, and telephone number of the elder's caretaker, if applicable;

(5) The name, address or location, and telephone number of any witnesses;

(6) A description of the acts reported as abusive, neglectful, or exploitative;

(7) Any other information that may assist in determining abuse, neglect, self-neglect, or exploitation;

(8) The name, address, and telephone number of the reporter for follow-up purposes, unless the report is anonymous.

## **706.6. Investigation**

706.6-1. *Initiation of Investigations.* Upon receipt of a report alleging abuse, financial

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exploitation, neglect, or self-neglect of an elder adult at risk who is believed to be an Oneida Elder, the Oneida Aging and Disability Designee shall promptly coordinate with appropriate elder-at-risk agencies. The Oneida Aging and Disability Designee shall take all reasonable steps to ensure timely and organized action to protect the elder while maintaining active involvement throughout the investigative process.

706.6-2. *Minimum Investigative Actions.* The elder-adult-at-risk agency's response shall include one or more of the following:

- (a) A visit to the elder's residence;
- (b) Observation of the elder, with or without consent of a guardian or agent under an activated power of attorney for health care, if any;
- (c) A private interview with the elder, to the extent practicable, with or without consent of a guardian or agent under an activated power of attorney for health care, if any;
- (d) An interview with the guardian or agent under an activated power of attorney for health care, if any, and with any caregiver;
- (e) A review of the elder's treatment and health care records;
- (f) A review of the elder's financial records maintained by a financial institution, entity, caregiver, or immediate family member. Financial records shall be released without informed consent under either of the following circumstances:
  - (1) To an elder-adult-at-risk agency or other investigative agency under this section, including voluntary disclosure by the record holder;
  - (2) Pursuant to a lawful court order.

706.6-3. *Medical Examination.* The elder-adult-at-risk agency may transport the elder adult at risk for a medical examination by a physician if:

- (a) The elder adult at risk or his or her guardian or agent under an activated power of attorney for health care consents; or
- (b) The elder is incapable of consenting and one of the following applies:
  - (1) The elder has no guardian or agent under an activated power of attorney for health care;
  - (2) The guardian or an agent under an activated power of attorney for health care, is suspected of abuse, neglect, or financial exploitation;
  - (3) The examination is authorized by court order.

706.6-4. *Law Enforcement Assistance.* The elder-at-risk agency may request law enforcement assistance during visits to the elder's residence or as otherwise necessary. Upon request, a law enforcement officer shall accompany the agency investigator and provide assistance as needed.

706.6-5. *Offer of Services and Referrals.* Upon responding to a report, the elder-at-risk agency shall determine whether the elder or any other individual involved requires services. The agency shall provide or arrange for necessary services under the least restrictive conditions appropriate to achieve the intended objectives.

706.6-6. If, after responding to a report, the elder-adult-at-risk agency has reason to believe that abuse, financial exploitation, neglect, or self-neglect has occurred, the agency may:

- (a) Request immediate assistance to initiate protective services or contact an investigative agency;

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- (b) Take emergency protective action, including emergency protective placement, if in the elder's best interests and the least restrictive intervention;
- (c) Refer the case to law enforcement or the district attorney, if a crime is suspected.
- (d) Refer the case to licensing or regulatory authorities if the residence, facility, or program is or should be regulated;
- (e) Refer the case to the Department of Safety and Professional Services if a credentialed individual is involved;
- (f) Refer the case to the Department of Financial Institutions if financial exploitation involves a registered individual or entity;
- (g) Petition for guardianship, protective services, or protective placement or seek review of an existing guardianship if necessary to prevent harm.

706.6-7. *Confidentiality.* Departmental report forms are confidential and may not be released except:

- (a) To the elder, any person named as a suspect, and the suspect's attorney, excluding the identity of the reporter or any person whose safety may be endangered.
- (b) To agencies or entities providing assistance, subject to confidentiality requirements;
- (c) To individuals or organizations designated for audits or program evaluation, provided identifying information is not disclosed;
- (d) Pursuant to a lawful court order;
- (e) To agencies or individuals providing direct services, including attending physicians, for purposes of diagnosis, treatment, or coordination of care;
- (f) To the guardian of the elder adult at risk or the guardian of any person named in a report who is suspected of abuse, neglect, or financial exploitation. These individuals may inspect the report, except that identifying information about the reporter or any person whose safety may be endangered by disclosure shall not be released;
- (g) To law enforcement officials as necessary to carry out their duties, in accordance with applicable internal policies and this law;
- (h) To the Oneida Interdisciplinary Team, a federal agency, state or local governmental unit, or an agency of another state that requires the report to fulfill its responsibility to protect elder adults at risk from abuse, neglect, exploitation, or self-neglect;
- (i) To the individual who made the report in a professional capacity, for the limited purpose of informing them of actions taken to protect or provide services to the alleged victim.

706.6-8. *Written Investigative Report.*

- (a) The Oneida Aging and Disability Designee shall provide a written investigative report and file it with Oneida Aging and Disability Services.
- (b) The report shall include all pertinent information obtained during the investigation, including interviews, observations, assessments, and other relevant facts.
- (c) The report shall remain on file for five (5) years, even if insufficient evidence exists to pursue legal action.
- (d) If the allegations are substantiated, Oneida Aging and Disability Services may mediate a resolution or forward the matter to the Oneida Law Office for legal action.

706.6-9. *Interference with Investigation and Retaliation.*



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(a) No person shall intentionally interfere with a lawful investigation of suspected elder abuse, neglect, self-neglect, or exploitation.

(b) No person shall retaliate against any individual who, in good faith, reports suspected abuse or cooperates with an investigation.

(c) Any person who interferes with or retaliates shall be subject to a civil penalty of up to two thousand dollars (\$2,000) per occurrence. The Court shall impose the penalty only after petition, notice, an opportunity for hearing, and a determination that interference or retaliation occurred.

(d) Notice of the Court's determination shall be provided to the person's employer and any relevant licensing agencies. If the violator is an employee of the Nation, disciplinary action shall be imposed consistent with Nation employment laws.

706.6-10. *Criminal Investigation.* Any investigation or procedure under this law may continue concurrently with a criminal investigation. Oneida Aging and Disability Services shall cooperate with law enforcement to ensure the criminal investigation is not compromised.

#### **706.7. Rights of Parties**

706.7-1. *Rights of Elders.* An elder shall have the following rights:

(a) *Notice of Investigation.* An elder has the right to be informed about an elder abuse investigation before it begins unless an emergency exists, in which case the elder shall be informed as soon as possible, but not later than one (1) business day after the investigation begins.

(b) *Refusal of Services.* An elder has the right to refuse to accept elder protective services (even if there is good cause to believe that the elder has been or is being abused, neglected, self-neglected, or exploited) provided that the elder is able to care for himself or herself and/or has the capacity to understand the nature of the services offered.

(c) *Property Rights.* An elder who owns or lawfully occupies property retains the right to exclude others from their premises, subject to applicable law. This includes the right to deny entry to any individual, except as otherwise authorized by court order or warrant.

(d) *Right to Exclude Entry.* An elder has the right to refuse the Oneida Aging and Disability Designee entrance into their home. The Oneida Aging and Disability Designee shall inform the elder of this right before seeking entry and shall also inform the elder of the Oneida Aging and Disability Designee's authority to seek a warrant to gain access.

(e) *Representation by Counsel.* The elder has the right to be represented by counsel at his or her own expense at all proceedings.

(1) If the elder seeks to proceed independently, then the elder may retain private counsel to represent himself or herself at his or her own cost or proceed without counsel (pro se).

(2) If the elder seeks to have the assistance of the Oneida Aging and Disability in filing the Petition, then Oneida Aging and Disability and the Oneida Law Office shall make a determination on whether a legal claim exists and then

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make a determination on how to proceed.

706.7-2. *Rights of the Accused.*

(a) *Refusal of Services.* The accused may refuse services offered by Oneida Aging and Disability Services for themselves but may not refuse services offered to the elder.

(b) *Right to Deny Entry.* The accused may refuse entry to their home by the Oneida Aging and Disability Designee. Before seeking entry, the Oneida Aging and Disability Designee shall inform the accused of this right and shall also advise the accused that the Oneida Aging and Disability Designee may seek a warrant to gain access if necessary.

(c) *Representation by Counsel.* The accused has the right to be represented by counsel at their own expense in all proceedings under this law.

**706.8. Jurisdiction**

706.8-1. The Oneida Trial Court has jurisdiction over any action brought under this law. Personal jurisdiction over an individual under this law may be established where the parties are members of the Nation, or employees of the Nation.

*End.*

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Adopted – BC-\_\_-\_\_-\_\_-\_\_



Legislative Operating Committee  
February 4, 2026

## Uniform Commercial Code

<b>Submission Date:</b> 6/5/24	<b>Public Meeting:</b> N/A
<b>LOC Sponsor:</b> Jameson Wilson	<b>Emergency Enacted:</b> N/A

**Summary:** *This item was added to the Active Files List on June 5, 2024. The Uniform Commercial Code governs all commercial transactions, and the development of a Uniform Commercial Code will aid in the development of other business laws for the Nation.*

**6/5/24 LOC:** Motion by Jonas Hill to add the Uniform Commercial Code to the Active Files List with Jameson Wilson as the sponsor; seconded by Kirby Metoxen. Motion carried unanimously.

**7/29/24:** *Work Meeting.* Present: Jameson Wilson, Jennifer Webster, Clorissa Leeman, Carolyn Salutz, Fawn Billie, Kristal Hill, Maureen Perkins. The purpose of this meeting was provide an introduction to the Uniform Commercial Code with particular emphasis on Article 9 Secured Transactions, and the revised Model Tribal Secured Transactions Act.

**12/2/24:** *Work meeting.* Present: Jameson Wilson, Kirby Metoxen, Jonas Hill, Justin Nishimoto, Clorissa Leeman, Carolyn Salutz, Grace Elliott, Kristal Hill, Fawn Cottrell, Maureen Perkins. The purpose of this meeting was to review the general purpose of each section of the model tribal secured transaction Code.

**12/10/24:** *Work Meeting.* Present: Jameson Wilson, Jonas Hill, Marlon Skenandore, Grace Elliott. The purpose of this meeting was to review administration options for a secured transaction law.

**1/15/25:** *Work Meeting.* Present: Jameson Wilson, Jonas Hill, Marlon Skenandore, Kirby Metoxen, Jennifer Webster, Clorissa Leeman, Carolyn Salutz, Melinda Danforth, Tana Aguirre, Grace Elliott, Fawn Cottrell, Fawn Billie, Kristal Hill, Maureen Perkins. The purpose of this meeting was to discuss options to administer a secured transaction law including utilizing the Wisconsin filing system.

**2/19/25:** *Work Meeting.* Present: Jameson Wilson, Jennifer Webster, Kirby Metoxen, Marlon Skenandore, Clorissa Leeman, Carolyn Salutz, Grace Elliott. The purpose of this meeting was for the LOC to consider timelines, next steps and expectations.

**6/6/25:** *Work Meeting.* Present: Jameson Wilson, Kirby Metoxen, Marlon Skenandore, Kristal Hill, Grace Elliott. The purpose of this meeting was to review each section of the draft Secured Transaction law.

- 7/10/25:** *Work Meeting.* Present: Jameson Wilson, Kirby Metoxen, Marlon Skenandore, Jonas Hill, Fawn Cottrell, Kristal Hill, Grace Elliott, Clorissa Leeman. The purpose of this meeting was to begin a line-by-line read through of the draft.
- 9/2/25:** *Work Meeting.* Present: Jameson Wilson, Jonas Hill, Jennifer Webster, Fawn Billie, Rhiannon Metoxen, Grace Elliott. The purpose of this meeting was to continue reading through the draft, as well as review real world examples of the various scenarios covered in the law.
- 9/18/25:** *Work Meeting.* Present: Carl Artman, Grace Elliott. The purpose of this meeting was to update the Oneida Law Office on the development of the draft law, gather initial thoughts on the draft, and plan for working together as we move forward in the process.
- 9/22/25:** *Work Meeting.* Present: Jameson Wilson, Jonas Hill, Jennifer Webster, Kirby Metoxen, Fawn Billie, Fawn Cottrell, Kristal Hill, Rhiannon Metoxen, Grace Elliott. The purpose of this meeting was to continue reading through the draft, as well as review real world examples of the various scenarios covered in the law.
- 10/14/25:** *Work Meeting.* Present: Jameson Wilson, Jennifer Webster, Carl Artman, Grace Elliott. The purpose of this meeting was to review real world examples illustrating the practical application of each section of the draft law.
- 12/1/25:** *Work Meeting.* Present: Jameson Wilson, Jennifer Webster, Jonas Hill, Carl Artman, Grace Elliott. The purpose of this meeting was to complete a full readthrough of the draft UCC law.
- 1/15/26:** *Work Meeting.* Present: Jameson Wilson, Jennifer Webster, Carl Artman, Grace Elliott. The purpose of this meeting was to review next steps in the legislative process specific to the development of the UCC law.

**Next Steps:**

- Approve the draft Uniform Commercial Code and direct that a legislative analysis be completed.

## Title 5. Business - Chapter 510 UNIFORM COMMERCIAL CODE

510.1. Purpose and Policy.

510.2. Adoption, Amendment Repeal.

510.3. Definitions

510.4. General Provisions

510.5. Effectiveness. Attachment and Rights of Parties

510.6. Perfection and Priority

510.7. Rights of Third Parties

510.8. Filing

510.9. Default

510.10. Miscellaneous Provisions

### 510.1. Purpose and Policy.

510.1-1. *Purpose.* The purpose of this law is to provide a clear and fair structure for the regulation of commercial transactions within the Nation.

510.1-2. *Policy.* It is the policy of the Oneida Nation to promote economic development and the continued expansion of commercial practices involving the Nation, and in doing so, to honor the Good Mind principles that guide the Nation in all of its governmental and economic endeavors. The Nation embraces YukwatsístayΛ the fire, the animating spirit within each of us as a reminder that protecting our People, our sovereignty, and our economic future is an expression of who we are. These principles serve as the foundation for the development and application of commercial laws, including the Uniform Commercial Code. The Good Mind as expressed by OnΛyote?a'ka, includes:

- (a) Kahletsyalúsla. The heartfelt encouragement of the best in each of us.
- (b) Kanolukhwásla. Compassion, caring, identity, and joy of being.
- (c) Ka?nikuhli·yó. The openness of the good spirit and mind.
- (d) Ka?tshatstásla. The strength of belief and vision as a People.
- (e) Kalihwi·yó. The use of the good words about ourselves, our Nation, and our future.
- (f) TwahwahtsilayΛ. All of us are family.
- (g) YukwatsístayΛ. Our fire, our spirit within each one of us.

### 510.2. Adoption, Amendment Repeal.

510.2-1. This law was adopted by the Oneida Business Committee by resolution BC-XX-XX-XX.

510.2-2. This law may be amended or repealed by the Oneida Business Committee pursuant to the procedures set out in the Legislative Procedures Act.

510.2-3. Should a provision of this law or the application thereof to any person or circumstances be held as invalid, such invalidity shall not affect other provisions of this law which are considered to have legal force without the invalid portions.

510.2-4. In the event of a conflict between a provision of this law and a provision of another law, the provisions of this law shall control.

510.2-5. This law is adopted under authority of the Constitution of the Oneida Nation.

### 510.3. Definitions

510.3-1. This section shall govern the definitions of words and phrases used within this law. All words not defined herein shall be used in their ordinary and everyday sense.

- (a) "Accession" means goods that are physically united with other goods in such a manner that the identity of the original goods is not lost.
- (b) "Account" except as used in "account for",

(1) means a right to payment of a monetary obligation whether or not earned by performance;

(i) for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of:

(A) for services rendered or to be rendered;

(B) for a policy of insurance issued or to be issued;

(C) for a secondary obligation incurred or to be incurred;

(D) for energy provided or to be provided;

(E) for the use or higher of a vessel under a charter or other contract arising out of the use of a credit or charge card or information contained on or for use with the card; or

(F) as winnings in a lottery or other game of chance operated or sponsored by a tribe, governmental unit of a tribe, a person licensed or authorized by a tribe or governmental unit of a tribe to operate the game, a state, governmental unit of a state, or person licensed or authorized to operate the game by a state or governmental unit of a state;

(2) includes health-care insurance receivables; and

(3) does not include:

(i) rights to payment evidenced by chattel paper or an instrument;

(ii) commercial tort claims;

(iii) deposit accounts;

(iv) securities or investment accounts, including assets held in investment accounts;

(v) letter-of-credit rights or letters of credit; or

(vi) rights to payment for money or funds advanced or sold, other than rights arising out of the use of a credit or charge card or information contained on or for use with the card.

(c) “Account Debtor” means a person obligated on an account, chattel paper, or general intangible. The term does not include a person obligated to pay a negotiable instrument, even if the instrument constitutes chattel paper.

(d) “Agreement” as distinguished from “contract”, means the bargain of the parties in fact, as found in their language or inferred from other circumstances, including course of performance, course of dealing, or usage of trade as provided in the section on those terms (Section 510.5-10).

(e) “Agricultural Lien” means an interest in farm products:

(1) which secures payment or performance of an obligation for:

(i) goods or services furnished in connection with a debtor’s farming operation;  
Or

(ii) rent on real property leased by a debtor in connection with its farming operation;

(2) which is created by law in favor of a person that:

(i) in the ordinary course of its business furnished goods or services to a debtor in connection with the debtor’s farming operation; or

(ii) leased real property to a debtor in connection with the debtor’s farming operation; and

- (3) whose effectiveness does not depend on the person's possession of the personal property.
- (f) "As-extracted collateral" means:
- (1) oil, gas, or other minerals that are subject to security interest that:
    - (i) is created by a debtor having an interest in the minerals before extraction; and
    - (ii) attaches to the minerals as extracted; or
  - (2) accounts arising out of the sale at the wellhead or Minehead of oil, gas, or other minerals in which the debtor had an interest before extraction.
- (g) "Buyer in ordinary course of business" means a person that buys goods in good faith, without knowledge that the sale violates the rights of another person in the goods, and in the ordinary course from a person, other than a pawn broker, in the business of selling goods of that kind. A person buys goods in the ordinary course if the sale to the person comports with the usual or customary practices in the kind of business in which the seller is engaged or with the seller's own usual or customary practices. A person that sells oil, gas, or other minerals at the wellhead or minehead is a person in the business of selling goods of that kind. A buyer in ordinary course of business may buy for cash, by exchange of other property, or on secured or unsecured credit, and may acquire goods or documents of title under a pre-existing contract for sale. Only a buyer that takes possession of the goods or has the right to recover the goods from the seller under other applicable law may be a buyer in ordinary course of business. "Buyer in ordinary course of business" does not include a person that acquires goods in a transfer in bulk or as security for or in total or partial satisfaction of a money debt.
- (h) "Cash proceeds" means money, checks, deposit accounts, or the like.
- (i) "Certified security" means a security that is represented by a certificate.
- (j) "Certificate of title" means a written certificate issued by a governmental unit of a state or tribe or other record maintained by a governmental unit of a state or tribe with respect to which a statute or law provides for the security interest in question to be indicated on the certificate or record as a condition or result of the security interest's obtaining priority over the rights of a lien creditor with respect to the collateral.
- (k) "Chattel paper" means a record or records that evidence both a monetary obligation and a security interest in specific goods, a security interest in specific goods and software used in the goods, a security interest in specific goods and license of software used in the goods, a lease of specific goods, or a lease of specific goods and license of software used in the goods. In this paragraph, "monetary obligation" means an obligation secured by the goods or owed under a lease of the goods and includes such an obligation with respect to software used in the goods. The term does not include:
- (1) charters or contracts involving the hire of a vessel or
  - (2) records that evidence a right to payment arising out of the use of a credit or charge card, or information contained on or for use with the card. If a transaction is evidenced by records that include an instrument or series of instruments, the group of records taken together constitutes chattel paper.
- (l) "Collateral" means the property subject to a security interest or agricultural lien. The term includes:
- (1) proceeds to which a security interest attaches;
  - (2) accounts, chattel paper, payment intangibles, and promissory notes that have been sold; and
  - (3) goods that are the subject of a consignment.



- (m) “Commercial tort claim” means a claim arising in tort with respect to which:
- (1) the claimant is an organization; or
  - (2) the claimant is an individual and the claim:
    - (i) arose in the course of the claimant’s business or profession; and
    - (ii) does not include damages arising out of personal injury to or the death of an individual.
- (g) “Business Day” means Monday through Friday from 8:00 a.m. to 4:30 p.m., excluding holidays recognized by the Nation.
- (b) “Business Entity” means that which exists as a particular and discrete unit, which may include, but is not limited to; any person, partnership, corporation, joint venture, franchise, governmental enterprise, or any other natural or artificial person or organization. The term “entity” is intended to be as broad and encompassing as possible to ensure the jurisdiction of this law.
- (c) “Department” means the Oneida Licensing Department.
- (d) “Judiciary” means the judicial system that was established by Oneida General Tribal Council resolution GTC-01-07-13-B to administer the judicial authorities and responsibilities of the Nation.
- (e) “License Fee” means that fee charged for a vendor’s license issued in accordance with this law.
- (f) “Nation” means the Oneida Nation.
- (g) “Rule” means a set of requirements enacted in accordance with the Administrative Rulemaking law.
- (h) “Vendor’s License” means a license issued by the Oneida Vendor License Department to a business entity that provides a service for, or that does business with the Nation.

#### **510.4. General Provisions**

510.4-1. *No Waiver of Sovereign Immunity.* The sovereign immunity of neither the Oneida Nation nor of any of its agencies or instrumentalities is waived with respect to any provision of any transaction subject to this Law, absent a recorded, properly ratified, express waiver of sovereign immunity.

510.4-2. *No Application Property Not Alienable.* This Law does not apply to any property interest that is subject to federal restrictions regarding sale, transfer, or encumbrance.

510.4-3. *Notice; Knowledge.*

- (a) Subject to subsection (f), a person has “notice” of a fact if the person:
- (1) has actual knowledge of it;
  - (2) has received a notice or notification of it; or
  - (3) from all the facts and circumstances known to the person at the time in question, has reason to know that it exists.
- (b) “Knowledge” means actual knowledge. “Knows” has a corresponding meaning.
- (c) “Discover”, “learn”, or words of similar import refer to knowledge rather than to reason to know.
- (d) “Notifying or giving notice or notification” A person “notifies” or “gives” a notice or notification to another person by taking such steps as may be reasonably required to inform the other person in ordinary course, whether or not the other person actually comes to know of it.

(e) “Receipt generally”. Subject to subsection (f), a person “receives” a notice or notification when:

(i) it comes to that person’s attention; or

(ii) it is duly delivered in a form reasonable under the circumstances at the place of business through which the contract was made or at another location held out by that person as the place for receipt of such communications.

(f) “Receipt by organization”. Notice, knowledge, or a notice or notification received by an organization is effective for a particular transaction from the time it is brought to the attention of the individual conducting that transaction and, in any event, from the time it would have been brought to the individual’s attention if the organization had exercised due diligence. An organization exercises due diligence if it maintains reasonable routines for communicating significant information to the person conducting the transaction and there is reasonable compliance with the routines. Due diligence does not require an individual acting for the organization to communicate information unless the communication is part of the individual’s regular duties, or the individual has reason to know of the transaction and that the transaction would be materially affected by the information.

510.4-4. *Value*. Except as otherwise provided under applicable laws dealing with negotiable instruments, bank deposits, letters of credit and bulk transfers and sales, a person gives value for rights if the person acquires them:

(a) in return for a binding commitment to extend credit or for the extension of immediately available credit, whether or not drawn upon and whether or not a chargeback is provided for in the event of difficulties in collection;

(b) as security for, or in total or partial satisfaction of, a preexisting claim;

(c) by accepting delivery under a preexisting contract for purchase; or

(d) in return for any consideration sufficient to support a simple contract.

510.4-5. *Lease Distinguished from Security Interest*.

(a) *Basic test*. Whether a transaction in the form of a lease creates a lease or security interest is determined by the facts of each case.

(b) *Transactions that create security interests*. A transaction in the form of a lease creates a security interest if the consideration that the lessee is to pay the lessor for the right to possession and use of the goods is an obligation for the term of the lease and is not subject to termination by the lessee, and:

(1) the original term of the lease is equal to or greater than the remaining economic life of the goods;

(2) the lessee is bound to renew the lease for the remaining economic life of the goods or is bound to become the owner of the goods;

(3) the lessee has an option to renew the lease for the remaining economic life of the goods for no additional consideration or for nominal additional consideration upon compliance with the lease agreement; or

(4) the lessee has an option to become the owner of the goods for no additional consideration or for nominal additional consideration upon compliance with the lease agreement.

(c) *Factors that do not create security interests*. A transaction in the form of a lease does not create a security interest merely because:

(1) the present value of the consideration the lessee is obligated to pay the lessor for the right to possession and use of the goods is substantially equal to or is greater than

- the fair market value of the goods at the time the lease is entered into;
- (2) the lessee assumes risk of loss of the goods;
- (3) the lessee agrees to pay, with respect to the goods, taxes, insurance, filing, recording, or registration fees, or service or maintenance costs;
- (4) the lessee has an option to renew the lease or to become the owner of the goods;
- (5) the lessee has an option to renew the lease for a fixed rent that is equal to or greater than the reasonably predictable fair market rent for the use of the goods for the term of the renewal at the time the option is to be performed; or
- (6) the lessee has an option to become the owner of the goods for a fixed price that is equal to or greater than the reasonably predictable fair market value of the goods at the time the option is to be performed.

510.4-6. *General Scope.*

(a) *General Scope of the Law.* Except as otherwise provided in Section 510.4-7 (Excluded Transactions) this Law applies to the following, if within the jurisdiction of the Nation:

- (1) any transaction, regardless of its form, that creates a security interest in personal property or fixtures by contract;
- (2) an agricultural lien;
- (3) a sale of accounts, chattel paper, payment intangibles, or promissory notes;
- (4) a consignment; and
- (5) any other commercial activity, including a sale of goods, other transaction in goods, a negotiable instrument, bank deposit and collection, funds transfer, letter of credit, document of title and investment security, to the extent the commercial activity is implicated in paragraph (1), (3) or (4).

(b) *Consistency in Application.* Subject to Section 510.4-10 the application of this Law to a type of transaction enumerated in subsection 510.4-6(a)(5) is to be derived from the context involved, with due consideration for consistency in application with uniform principles of commercial and contract law operative in the United States.

(c) *Security Interest in Secured Obligation.* The application of this Law to a security interest in a secured obligation is not affected by the fact that the obligation is itself secured by a transaction or interest to which this Law does not apply.

510.4-7. *Excluded Transactions.* This Law does not apply to:

- (a) a landlord's lien, other than an agricultural lien;
- (b) a lien, other than an agricultural lien, given by statute or other rule of law for services or materials, but Section 510.6-14(k) (Particular Priority Rules) applies with respect to priority of the lien.
- (c) a tribal lien;
- (d) an assignment of a claim for wages, salary, or other compensation of an employee;
- (e) a sale of accounts, chattel paper, payment intangibles, or promissory notes as part of a sale of the business out of which they arose;
- (f) an assignment of accounts, chattel paper, payment intangibles, or promissory notes which is for the purpose of collection only;

- (g) an assignment of a right to payment under a contract to an assignee that is also obligated to perform under the contract;
- (h) a right of recoupment or set-off, but Section 510.6-1(k) applies with respect to defenses or claims of an account debtor; an assignment of a right represented by a judgment, other than a judgment taken on a right to payment that was collateral;
- (i) the creation or transfer of an interest in or lien on real property, including a lease or rents thereunder, except to the extent that provision is made for:
  - a. a fixture filing; and
  - b. security agreements covering personal and real property in Section 510.9-4;
- (j) an assignment of a claim arising in tort, other than a commercial tort claim, except as provided with respect to proceeds and priorities in proceeds; or
- (k) an assignment of a deposit account, except as provided with respect to proceeds and priorities in proceeds.

510.4-8. *Administration of Law; Authority to Promulgate Regulations/Rulemaking Authority.* The [name of the Oneida department or division], or its designated successor, is charged with the administration of this Law. In accordance with Administrative Rulemaking Law the [insert name of Oneida department or division], or its designated successor may promulgate regulations necessary for the effective implementation and enforcement of this Law.

510.4-9. *Obligation of Good Faith.* Every contract or duty within this Law imposes, with respect to its performance and enforcement, an obligation that each party be honest and act in a manner that is consistent with reasonable commercial standards of fair dealing.

510.4-10. *Course of Performance, Course of Dealing, and Usage of Trade.*

(a) *Course of performance defined.* A “course of performance” is a sequence of conduct between the parties to a particular transaction that exists if:

(1) the agreement of the parties with respect to the transaction involves repeated occasions for performance by a party; and

(2) the other party, with knowledge of the nature of the performance and opportunity for objection to it, accepts the performance or acquiesces in it without objection.

(b) *Course of dealing defined.* A “course of dealing” is a sequence of conduct concerning previous transactions between the parties to a particular transaction that is fairly to be regarded as establishing a common basis of understanding for interpreting their expressions and other conduct.

(c) *Usage of trade defined.* A “usage of trade” is any practice or method of dealing, including a local custom or tradition of the Oneida Nation, having such regularity of observance in a place, vocation, or trade as to justify an expectation that it will be observed with respect to the transaction in question. The existence and scope of such a usage must be proved as facts. If it is established that such a usage is embodied in a trade code or similar record, the interpretation of the record is a question of law.

(d) *Effect.* A course of performance or course of dealing between the parties or usage of trade in the vocation or trade in which they are engaged or of which they are or should be aware is relevant in ascertaining the meaning of the parties’ agreement, may give particular meaning to specific terms of the agreement, and may supplement or qualify the terms of the agreement. A usage of trade applicable in the place in which part of the performance under the agreement is to occur may be so utilized as to that part of the performance.

(e) *Practical construction; hierarchy.* Except as otherwise provided in subsection (f), the express terms of an agreement and any applicable course of performance, course of dealing, or usage of trade must be construed whenever reasonable as consistent with each other. If such a construction is unreasonable:

(1) express terms prevail over course of performance, course of dealing, and usage of trade;

(2) course of performance prevails over course of dealing and usage of trade; and

(3) course of dealing prevails over usage of trade.

(f) Subject to other applicable law, a course of performance is relevant to show a waiver or modification of any term inconsistent with the course of performance.

(g) Evidence of a relevant usage of trade offered by one party is not admissible unless that party has given the other party notice that the court finds sufficient to prevent unfair surprise to the other party.

#### 510.4-11. *Purchase Money Security Interest.*

(a) Definitions in this Section:

(1) "Purchase-money collateral" means goods or software that secures a purchase-money obligation incurred with respect to that collateral.

(2) "Purchase-money obligation" means an obligation of an obligor incurred as all or part of the price of the collateral or for value given to enable the debtor to acquire rights in or the use of the collateral if the value is in fact so used.

(b) *Purchase-money security interest in goods.* A security interest in goods is a purchase-money security interest:

(1) to the extent that the goods are purchase-money collateral with respect to that security interest;

(2) if the security interest is in inventory that is or was a purchase-money collateral, also to the extent that the security interest secures a purchase-money obligation incurred with respect to other inventory in which the secured party holds or held a purchase-money security interest; and

(3) also to the extent that the security interest secures a purchase-money obligation incurred with respect to software in which the secured party holds or held a purchase-money security interest.

(c) *Purchase-money interest in software.* A security interest in software is a purchase-money security interest to the extent that the security interest also secures a purchase-money obligation incurred with respect to goods in which the secured party holds or held a purchase-money security interest if:

(1) the debtor acquired its interest in the software in an integrated transaction in which it acquired an interest in the goods; and

(2) the debtor acquired its interest in the software for the principal purpose of using the software in the goods.

(d) *Consignor's inventory purchase-money security interest.* The security interest in a consignor in goods that are the subject of a consignment is a purchase-money security interest in inventory.

(e) *Application of payment in non-consumer transaction.* In the transaction other than a consumer transaction, if the extent to which a security interest is a purchase money security interest depends on the application of a payment to a particular obligation, the payment must be applied:

- 364 (1) in accordance with any reasonable method of application to which the parties  
365 agree;
- 366 (2) if paragraph one (1) does not apply, in accordance with the intention of the  
367 obligor manifested at or before the time of payment; or
- 368 (3) if paragraphs one (1) and two (2) do not apply, in the following order:  
369 i. to obligations that are not secured; and  
370 ii. if more than one obligation is secured, to obligations secured by purchase-  
371 money security interests in the order in which those obligations were incurred.
- 372 (f) *No loss of purchase-money security interest.* In a transaction other than a consumer  
373 transaction, a purchase-money security interest does not lose its status as such, even if:  
374 (1) the purchase money collateral also secures an obligation that is not a  
375 purchase-money obligation;  
376 (2) collateral that is not purchase-money collateral also secures the purchase-  
377 money obligation; or  
378 (3) the purchase-money obligation had been renewed, refinanced, consolidated, or  
379 restructured.
- 380 (g) *Burden of proof in non-consumer transaction.* In a transaction other than a consumer-  
381 goods transaction, a secured party claiming a purchase-money security interest has the  
382 burden of establishing the extent to which the security interest is a purchase-money  
383 security interest.
- 384 (h) *Non-consumer goods transaction; no interference.* The limitation of the rules in  
385 subsections (e), (f), and (g) to transactions other than a consumer-goods transactions is  
386 intended to leave to the court the determination of the proper rules in a consumer-goods  
387 transactions. The court may not infer from that limitation the nature of the proper rule in  
388 consumer-goods transactions and may continue to apply established approaches.
- 389 510.4-12. *Sufficiency of Description.* Except as otherwise provided in subsections (b) and (c), a  
390 description of personal or real property is sufficient, whether or not it is specific, if it reasonably  
391 identifies what is described.
- 392 (a) *Examples of reasonable identification.* Except as otherwise provided in subsection (c), a  
393 description of collateral reasonably identifies the collateral if it identifies the collateral by:  
394 (1) a type of collateral defined in this Law; or  
395 (2) except as otherwise provided in subsection (b), any other method, if the identity of  
396 the collateral is objectively determinable.
- 397 (b) *Broad, generic descriptions insufficient.* In a security agreement, a description of  
398 collateral as “all the debtor’s assets” or “all the debtor’s personal property” or using words of  
399 similar import does not reasonably identify the collateral.
- 400 (c) *Description by type insufficient.* A description only by type of collateral defined in this  
401 Law is an insufficient description of:  
402 (1) a commercial tort claim; or  
403 (2) in a consumer transaction, any collateral.
- 404 510.4-13. *Parties Power to Choose Applicable Law.*
- 405 (a) *Choice of law generally.* Except as provided in subsection (b) and unless preempted by  
406 federal law, if a transaction bears a reasonable relation to the Oneida Nation and also to  
407 another tribe, state, or country, the parties may agree that the law either of the Oneida Nation

or of the other tribe, state, or country governs the parties' rights and duties. In the absence of an effective agreement, this Law applies to all transaction bearing an appropriate relation to the Oneida Nation. The fact that the law of another tribe, state, or country is applicable as provided in this section does not affect the jurisdiction or venue of the Oneida Nation or of any agency or instrumentality of the Oneida Nation.

(b) *When agreement ineffective.* An agreement otherwise effective under subsection (a) is ineffective in any of the following cases:

- (1) in a consumer transaction;
- (2) to the extent the agreement purports to vary the provision of Section 510.6, concerning the law governing perfection and priority; or
- (3) to the extent that application of the law of the tribe, state, or country designated in the agreement would be contrary to a fundamental policy of the Oneida Nation.

## **510.5. Effectiveness, Attachment and Rights of Parties**

### **510.5-1. General Effectiveness of Security Agreement.**

(a) *General effectiveness.* Except as otherwise provided in this Law or other applicable law, a security agreement is effective according to its terms between the parties, against purchasers of the collateral, and against creditors.

(b) *Applicable consumer laws and other laws.* A transaction under this Law is subject to:

- (1) any applicable rule of law which establishes a different rule for consumers;
- (2) any other applicable tribal, federal, or state statute or regulation that regulates the rates, charges, agreements, and practices for loans, credit sales, or other extensions of credit; and
- (3) any consumer-protection statute or regulation.

(c) *Other applicable law controls.* If a conflict exists between this Law and a rule of law, statute, or regulation described in subsection (b), the rule of law, statute, or regulation prevails.

### **510.5-2. Attachment and Enforceability of Security Interest; Proceeds; Formal Requisites.**

(a) *Attachment.* A security interest attaches to collateral when it becomes enforceable against the debtor with respect to the collateral, unless an agreement expressly postpones the time of attachment.

(b) *Enforceability.* Except as otherwise provided in subsections (c) through (g), a security interest is enforceable against the debtor and third parties with respect to the collateral only if:

- (1) value has been given;
- (2) the debtor has rights in the collateral or the power to transfer rights in the collateral to a secured party; and
- (3) one (1) of the following is met:
  - i. the debtor has a signed security agreement that provides a description of the collateral and, if the security interest covers timber to be cut, a description of the land concerned;



ii. the collateral is in the possession of the secured party pursuant to the debtor's security agreement and this Law; or

iii. the collateral is a security or an investment account and the secured party has control pursuant to the debtor's security agreement.

(c) *Other applicable law.* Subsection (b) is subject to a collecting bank's interest in items under applicable law or agreement, any recognized security interest of a letter-of-credit issuer or nominated person under applicable law or agreement, a security interest arising under recognized sales and leases law, and a security interest in a security or in an investment account arising due to the purchase or delivery of the financial asset.

(d) *Proceeds and supporting obligations.* The attachment of a security interest in collateral gives the secured party the rights to proceeds provided by this Law and is also attachment of a security interest in a supporting obligation for the collateral.

(e) *Lien securing right to payment.* The attachment of a security interest in a right to payment or performance secured by a security interest, mortgage or other lien on personal or real property is also attachment of a security interest in the security interest, mortgage, or other lien.

(f) *Certain items credited to investment account.* The attachment of a security interest in an investment account is also attachment of a security interest in any securities or commodity contracts credited to the investment account.

(g) *Other persons bound.* Law other than this Law determines if and when another person becomes bound by a security agreement entered into by a debtor.

#### 510.5-3. *After-Acquired Collateral; Future Advances.*

(a) *After-acquired collateral.* Except as otherwise provided in subsection (b), a security agreement may create or provide for a security interest in after-acquired collateral.

(b) *After-acquired property clause not effective.* A security interest does not attach under a term constituting an after-acquired property clause to:

(1) consumer goods, other than an accession when given as additional security, unless the debtor acquires rights in them within ten (10) days after the secured party gives value; or

(2) a commercial tort claim.

(c) *Future advances.* A security agreement may provide that collateral secures or that accounts, chattel paper, or payment intangibles are sold in connection with future advances or other values, whether or not the advances or value are given pursuant to the commitment.

#### 510.5-4. *Rights and Duties when Collateral is in Secured Party's Possession or Control.*

(a) *Duty of care when secured party in possession.* A secured party shall use reasonable care in the custody and preservation of collateral in the secured party's possession.

(b) *Right of repledge.* A secured party having possession or control of securities or control of an investment account may create a security interest in the collateral.

(c) *Buyer of certain rights to payment.* If the secured party is a buyer of accounts, chattel paper, payment intangibles, or promissory notes or a consignor, subsection (a) does not apply unless the secured party is entitled under an agreement:

- (1) to charge back uncollected collateral; or  
(2) otherwise to full or limited recourse against the debtor or a secondary obligor based on nonpayment or other default of an account debtor or other obligor on the collateral.

510.5-5. *Additional Duties of Certain Secured Parties.*

(a) *Applicability of section.* This section applies to cases in which there is no outstanding secured obligation, and the secured party is not committed to make advances, including obligations, or otherwise give value.

(b) *Duty of secured party in control of investment account.* Within ten (10) tribal business days after receiving a signed demand by the debtor, a secured party having control of an investment account shall send to the investment intermediary with which the investment account is maintained a signed statement that releases the investment intermediary from any further obligation to comply with instructions originated by the secured party.

(c) *Duty of secured party if account debtor has been notified of assignment.* Within ten (10) tribal business days after receiving a signed demand by the debtor, a secured party shall send to an account debtor that has received notification of an assignment to the secured party as assignee Section 9-403, a signed record that releases the account debtor from any further obligation to the secured party. However, this subsection does not apply to an assignment constituting the sale of an account, chattel paper, or payment intangible.

510.5-6. *No Interest Retained in Right to Payment that is Sold; Retained Power of Seller of Account or Chattel Paper.*

(a) *Seller retains no interest.* A debtor that has sold an account, chattel paper, payment intangible, or promissory note does not retain a legal or equitable interest in the property sold.

(b) *Power of debtor with respect to account or chattel paper sold.* A debtor that has sold an account or chattel paper has the power to transfer a security interest in the account or chattel paper:

- (1) while the buyer's security interest is unperfected; or  
(2) to a person that, before the sale, filed a financing statement identifying the account or chattel paper sold as collateral, while the financing statement remains effective.

510.5-7. *Request for Accounting; Request Regarding List of Collateral or Statement of Account.*

(a) A debtor may sign a record indicating what the debtor believes to be the aggregate amount of unpaid indebtedness as of specified date and send it to the secured party with a request that the statement be approved or corrected and returned to the debtor. When the security agreement or any other record kept by the secured party identifies the collateral a debtor may similarly request the secured party to approve or correct a list of collateral.

(b) A secured party, other than a buyer of accounts, chattel paper, payment intangibles or promissory notes or a consignor, must comply with such a request within ten (10) tribal business days after receipt by sending a written correction or approval. If the secured party claims a security interest in all of a particular type of collateral owned by the debtor the secured party may indicate that fact in the reply and need not approve or correct an

itemized list of such collateral. If the secured party no longer has an interest in the obligation or collateral at the time the request is received, the secured party must disclose the name and address of any known successor in interest. A successor in interest is not subject to this section until a request is received by the successor.

(c) A debtor is entitled to such statement once every six months without charge. The secured party may require payment of a charge not exceeding \$25 for each additional statement furnished.

## **510.6. Perfection and Priority**

*510.6-1. Law Governing Perfection and Priority of Security Interests.* Except as otherwise provided in Section 510.6-2, the following rules determine the law governing perfection, the effect of perfection or non-perfection, and the priority of a security interest in collateral:

(a) Except as otherwise provided in this section, the Law of the Oneida Nation governs perfection, the effect of perfection or non-perfection, and the priority of a security interest in collateral:

(1) if the security interest is created pursuant to this Law;

(2) from the time that the debtor becomes subject to the jurisdiction of the Oneida Nation under section 510.6-11(d) and (e); or

(3) from the time that the collateral is transferred to a person that thereby becomes a debtor and is subject to the jurisdiction of the Oneida Nation.

(b) Except as provided in paragraph (c), while the goods are located in a jurisdiction, the local law of that jurisdiction governs:

(1) perfection of a security interest in the goods by filing a fixture filing;

(2) perfection of a security interest in timber to be cut; and

(3) perfection, the effect of perfection or non-perfection, and the priority of an agricultural lien on farm products.

(c) The local law of the jurisdiction in which the wellhead or Minehead is located govern perfection, the effect of perfection, non-perfection, and the priority of a security interest in as-extracted collateral.

(d) This section does not determine the law governing matters not expressly referred to herein, including attachment, validity, characterization, and enforcement.

*510.6-2. Law Governing perfection and Priority of Security Interests in Goods Covered by a Certificate of Title.*

(a) *Applicability of section.* This section applies to goods covered by a certificate of title, even if there is no other relationship between the jurisdiction under whose certificate of title the goods are covered and the goods of the debtor.

(b) *When goods covered by certificate of title.* Goods become covered by a certificate of title when a valid application for the certificate of title and the applicable fee are delivered to the appropriate authority. Goods cease to be covered by a certificate of title at the earlier of the time the certificate of title ceases to be effective under the law of the issuing jurisdiction or

the time the goods become covered subsequently by a certificate of title issued by another jurisdiction.

(c) *Applicable law.* The local law of the jurisdiction under whose certificate of title the goods are covered governs perfection, the effect of the perfection or non-perfection, and the priority of a security interest in goods covered by a certificate of title from the time the goods become covered by the certificate of title until the goods cease to be covered by the certificate of title.

510.6-3. *When Security Interest or Agricultural Lien is Perfected; Continuity of Perfection.*

(a) *Perfection of security interest.* Except as otherwise provided in this section and Section 9-309, a security interest is perfected if it has attached and all of the applicable requirements for perfection set forth in this Law have been satisfied. A security interest is perfected when it attaches if the applicable requirements are satisfied before the security interest attaches.

(b) *Perfection of agricultural lien.* An agricultural lien is perfected if it has become effective and all of the applicable requirements for perfection set forth in this Law have been satisfied. An agricultural lien is perfected when it becomes effective if the applicable requirements are satisfied before the agricultural lien becomes effective.

(c) *Continuous perfection; perfection by different methods.* A security interest or agricultural lien is perfected continuously if it is originally perfected by one method under this Law and is later perfected by another method under this Law, without an intermediate period when it was unperfected.

(d) *Supporting obligation.* Perfection of a security interest in collateral also perfects a security interest in a supporting obligation for the collateral.

(e) *Lien securing right to payment.* Perfection of a security interest in a right to payment or performance also perfects a security interest in a security interest, mortgage, or other lien on personal or real property securing the right.

(f) *Certain items credited to investment account.* Perfection of a security interest in an investment account also perfects a security interest in any securities or commodity contracts credited to the investment account.

510.6-4. *Security Interest Perfected Upon Attachment.* The following security interests are perfected when they attach:

(a) a purchase-money security interest in consumer goods, except as otherwise provided in Section 510.6-6(b) regarding goods subject to certain laws, regulations or treaties;

(b) a security interest created by an assignment of accounts which does not by itself or in conjunction with other assignments to the same assignee transfer a significant part of the assignors outstanding accounts;

(c) a sale of a payment intangible or a promissory note;

(d) a security interest created by an assignment of a health-care-insurance receivable to the provider of the health-care goods or services;

(e) a security interest created by an assignment of a beneficial interest in a decedents estate; and

(f) a security interest created by an assignment by an individual of an account that is a right to payment of winnings in a lottery or other game of chance.

*510.6-5. When Filing Required to Perfect Security Interest or Agricultural Lien; Security Interests and Agricultural liens to which Filing Provisions Do Not Apply.*

(a) *General rule: perfection by filing.* Except as otherwise provided in subsection (b) and Sections 510.6-7 and 510.6-8, a financing statement must be filed to perfect all security interests and agricultural liens.

(b) *Exceptions: filing not necessary.* The filing of a financing statement is not necessary to perfect a security interest:

- (1) that is perfected under Section 510.6-3(c), dealing with liens securing rights to payment;
- (2) that is perfected when it attaches under Section 510.6-4;
- (3) in property subject to a law, regulation, or treaty described in Section 510.6-6(a);
- (4) in goods in possession of a bailee which is perfected under Section 510.6-7(d)(1) or (2);
- (5) in certificated securities, negotiable documents, goods, or instruments which is perfected without filing or possession under Section 510.6-7(e), (f) or (g);
- (6) in collateral in the secured party's possession under Section 510.6-8;
- (7) in a security or an investment account perfected by control under Section 510.6-9;
- (8) in proceeds which is perfected under Section 510.6-10; or
- (9) that is perfected under Section 510.6-11 relating to continued perfection of security interests perfected under the law of another jurisdiction.

(c) *Assignment of perfected security interest.* If a secured party assigns a perfected security interest or agricultural lien, a filing under this Law is not required to continue the perfected status of the security interest against creditors of and transferees from the original debtor.

*510.6-6. Perfection of Security Interests in Property Subject to Certain Statutes, Regulations, and Treaties.*

(a) *Security interest subject to other law.* Except as otherwise provided in subsection (d), the filing of a financing statement is not necessary or effective to perfect a security interest in property subject to:

- (1) any law of the United States whose requirements for a security interest obtaining priority over the rights of a lien creditor with respect to the property preempt the provisions of this Law requiring that security interests be perfected by filing;
- (2) list any statute covering automobiles, trailers, mobile homes, boats, farm tractors, or the like, which provides for a security interest to be indicated on a certificate of title as a condition or result of perfection, and any central filing statute other than the one provided by this Law; or
- a statute of another jurisdiction which provides for a security interest to be indicated
- (3) on a certificate of title as a condition or result of the security interest obtaining priority over the rights of a lien creditor with respect to the property.

(b) *Compliance with other law.* Compliance with the requirements of a law, regulation, or treaty described in subsection (a) for obtaining priority over the rights of a lien creditor is equivalent to the filing of a financing statement under this Law. Except as otherwise provided in subsection (d) and the provisions of this Law providing for perfection by possession when goods covered by a certificate of title issued by one jurisdiction become covered by a certificate of title issued by another jurisdiction, a security interest in property subject to a law, regulation, or treaty described in subsection (a) may be perfected only by compliance with those requirements, and a security interest so perfected remains perfected notwithstanding a change in the use or transfer of possession of the collateral.

(c) *Duration and renewal of perfection.* Except as otherwise provided in subsection (d) and the provisions of this Law providing for continued perfection when goods covered by a certificate of title issued by one jurisdiction become covered by a certificate of title issued by another jurisdiction, duration and renewal of perfection of a security interest perfected by compliance with the requirements prescribed by a law, regulation, or treaty described in subsection (a) are governed by the law, regulation, or treaty. In other respects, the security interest is subject to this Law.

(d) *Inapplicability to certain inventory.* During any period in which collateral subject to a law specified in subsection (a)(2) is inventory held for sale or lease by a person or leased by that person as lessor and that person is in the business of selling goods of that kind, this section does not apply to a security interest in that collateral created by that person.

510.6-7. *Perfection of Security Interests in Chattel Paper, Documents, Goods Covered by Documents, Instruments, and Money; Perfection by Permissive Filing; Temporary Perfection Without Filing or Transfer of Possession.*

(a) *Perfection by filing permitted.* A security interest in chattel paper, negotiable documents, instruments, securities, or investment accounts may be perfected by filing.

(b) *Possession of money.* Except as otherwise provided in the provisions of this Law dealing with perfection with respect to proceeds, a security interest in money may be perfected only by the secured party taking possession under the provisions of this Law dealing with perfection by possession.

(c) *Goods covered by negotiable document.* While goods are in the possession of a bailee that has issued a negotiable document covering the goods:

(1) a security interest in the goods may be perfected by perfecting a security interest in the document; and

(2) a security interest perfected in the document has priority over any security interest in the goods that becomes perfected by another method during that time.

(d) *Goods covered by nonnegotiable document.* While goods are in the possession of a bailee that has issued a nonnegotiable document covering the goods, a security interest in the goods may be perfected by:

(1) issuance of a document in the name of the secured party;

(2) the bailee's receipt of notification of the secured party's interest; or

(3) filing as to the goods.

(e) *Temporary perfection: new value.* A security interest in certificated securities, negotiable documents, or instruments is perfected without filing or the taking of possession for a period of 20 days from the time it attaches to the extent that it arises for new value given under a signed security agreement.

(f) *Temporary perfection: goods or documents made available to debtor.* A perfected security interest in a negotiable document or goods in possession of a bailee, other than one that has issued a negotiable document for the goods, remains perfected for 20 days without filing if the secured party makes available to the debtor the goods or documents representing the goods for the purpose of:

(1) ultimate sale or exchange; or

(2) loading, unloading, storing, shipping, transshipping, manufacturing, processing, or

(3) otherwise dealing with them in a manner preliminary to their sale or exchange.

(g) *Temporary perfection: delivery of security certificate or instrument to debtor.* A perfected security interest in a certificated security or instrument remains perfected for twenty (20) days without filing if the secured party delivers the security certificate or instrument to the debtor for the purpose of:

(1) ultimate sale or exchange; or

(2) presentation, collection, enforcement, renewal, or registration of transfer.

(h) *Expiration of temporary perfection.* After the 20-day period specified in subsection (e),

(f), or (g) expires, perfection depends upon compliance with this Law.

510.6-8. *When Possession by Secured Party Perfects Security Interest Without Filing.*

(a) *Perfection by possession.* Except as otherwise provided in subsection (b), a secured party may perfect a security interest in certificated securities, negotiable documents, goods, instruments, money, or chattel paper by taking possession of the collateral.

(b) *Goods covered by certificate of title.* With respect to goods covered by a certificate of title issued by the Oneida Nation or a state, a secured party may perfect a security interest in the goods by taking possession of the goods only in the circumstances described in Section 510.6-11(c), relating to continued perfection of goods covered by a certificate of title.

(c) *Collateral in possession of person other than debtor.* With respect to collateral other than certificated securities and goods covered by a document, a secured party takes possession of collateral in the possession of a person other than the debtor, the secured party, or a lessee of the collateral from the debtor in the ordinary course of the debtor's business, when:

(1) the person in possession signs a record acknowledging that it holds possession of the collateral for the secured party's benefit; or

(2) the person takes possession of the collateral after having signed a record acknowledging that it will hold possession of collateral for the secured party's benefit.

(d) *Time of perfection by possession; continuation of perfection.* If perfection of a security interest depends upon possession of the collateral by a secured party, perfection occurs no earlier than the time the secured party takes possession and continues only while the secured party retains possession.



(e) *Acknowledgment not required.* A person in possession of collateral is not required to acknowledge that it holds possession for a secured party's benefit.

(f) *Effectiveness of acknowledgment; no duties or confirmation.* If a person acknowledges that it holds possession for the secured party's benefit:

(1) the acknowledgment is effective under subsection (c), even if the acknowledgment violates the rights of a debtor; and

(2) unless the person otherwise agrees or law other than this Law otherwise provides, the person does not owe any duty to the secured party and is not required to confirm the acknowledgment to another person.

510.6-9. *Perfection by Control.* A security interest in a security or an investment account may be perfected by control.

510.6-10. *Secured Party's Rights on Disposition of Collateral and in Proceeds.*

(a) *Disposition of collateral: continuation of security interest or agricultural lien; proceeds.* Except as otherwise provided in this Law and in any applicable law dealing with entrustment of goods:

(1) a security interest or agricultural lien continues in collateral notwithstanding sale, lease, license, exchange, or other disposition thereof unless the secured party authorized the disposition free of the security interest or agricultural lien; and

(2) a security interest attaches to any identifiable proceeds of collateral.

(b) *When commingled proceeds identifiable.* Proceeds that are commingled with other property are identifiable proceeds:

(1) if the proceeds are goods, to the extent provided by the provisions of this Law dealing with commingled goods; and

(2) if the proceeds are not goods, to the extent that the secured party identifies the proceeds by a method of tracing, including application of equitable principles, that is permitted under law other than this Law with respect to commingled property of the type involved.

(c) *Perfection of security interest in proceeds.* A security interest in proceeds is a perfected security interest if the security interest in the original collateral was perfected.

(d) *Continuation of perfection.* A perfected security interest in proceeds becomes unperfected on the twenty-first (21) day after the security interest attaches to the proceeds unless:

(1) the following conditions are satisfied:

(i) a filed financing statement covers the original collateral;

(ii) the proceeds are collateral in which a security interest may be perfected by filing in the office in which the financing statement has been filed; and

(iii) the proceeds are not acquired with cash proceeds;

(2) the proceeds are identifiable cash proceeds; or

(3) the security interest in the proceeds is perfected other than under subsection (c) when the security interest attaches to the proceeds or within 20 days thereafter.

(e) *When perfected security interest in proceeds becomes unperfected.* If a filed financing statement covers the original collateral, a security interest in proceeds which remains perfected under subsection (d)(1) becomes unperfected at the later of:

(1) when the effectiveness of the filed financing statement lapses or is terminated under the provisions of this Law dealing with lapse or termination; or

(2) the twenty-first (21) day after the security interest attaches to the proceeds.

510.6-11. *Continued Perfection of Security Interest Following Change in Governing Law.*

(a) *Definition: "place of business".* In this section, "place of business" means a place where a debtor conducts its affairs.

(b) *General rule: effect on perfection of change in governing law.* A security interest to which this Law becomes applicable that is perfected pursuant to the law of another jurisdiction remains perfected until the earliest of:

(1) the time perfection would have ceased under the law of that jurisdiction;

(2) the expiration of four months after the debtor becomes subject to the jurisdiction of the Oneida Nation under subsections (e) and (f); or

(3) the expiration of one year after a transfer of collateral to a person that thereby becomes a debtor and is subject to the jurisdiction of the Oneida Nation.

(c) *Security interest perfected or unperfected under law of the Oneida Nation.* If a security interest described in subsection (b) becomes perfected under the law of the Oneida Nation before the end of the applicable period described in subsection (b), it remains perfected thereafter until perfection lapses in accordance with this Law. Otherwise, it becomes unperfected and is deemed never to have been perfected as against a purchaser of the collateral for value.

(d) *Goods covered by certificate of title from the Oneida Nation.* A security interest to which this Law becomes applicable which is perfected by any method under the law of another jurisdiction when the goods become covered by a certificate of title from the Oneida Nation remains perfected until the security interest would have become unperfected under the law of the other jurisdiction had the goods not become so covered. However, the security interest becomes unperfected as against a purchaser of the goods for value and is deemed never to have been perfected as against a purchaser of the goods for value, if the applicable requirements for perfection under Section 510.6-6(b) or 510.6-8 are not satisfied before the earlier of:

(1) the time the security interest would have become unperfected under the law of the other jurisdiction had the goods not become covered by a certificate of title from the Oneida Nation; or

(2) the expiration of four months after the goods had become so covered.

(e) *When debtor subject to jurisdiction of the Oneida Nation.* In this section, a debtor is subject to the jurisdiction of the Oneida Nation if:

(1) the debtor is an individual whose principal residence is within this jurisdiction or who becomes a member of the Oneida Nation;

(2) the debtor is an organization, other than a registered organization, and its sole place of business or, if it has more than one place of business, its chief executive office, is within this jurisdiction; or

(3) the debtor becomes:

(i) a registered organization that is organized solely under the law of the Oneida Nation; or

(ii) incorporated under a charter issued to a tribe by the United States Secretary of the Interior pursuant to 25 U.S.C. Section 477, as amended from time to time.

(f) *Continuation of jurisdiction: cessation of existence, etc.* For purposes of subsection (e),

(1) a person other than a registered organization continues to be subject to the jurisdiction of the Oneida Nation notwithstanding the fact that it ceases to exist, have a residence, or have a place of business; and

(2) a registered organization continues to be subject to the jurisdiction of the Oneida Nation notwithstanding:

(i) the suspension, revocation, forfeiture, or lapse of the registered organization's status; or

(ii) the dissolution, winding up, or cancellation of the existence of the registered organization.

(g) *Effect of filed financing statement with respect to after-acquired collateral.* If a security interest remains perfected under subsection (b)(2):

(1) a financing statement that perfected the security interest under the law applicable before the debtor becomes subject to the jurisdiction of the Oneida Nation is effective to perfect a security interest in collateral to which a security interest attaches after the debtor becomes subject to the jurisdiction of the Oneida Nation until the earlier of the times or events described in subsection (b)(1) and (2); and

(2) subsection (c) applies to after-acquired collateral to the same extent that it applies to collateral to which the security interest attached before the debtor became subject to the jurisdiction of the Oneida Nation.

510.6-12. *Priority. Subpart.*

510.6-13. *Interests that Take Priority Over Security Interest or Agricultural Lien.*

(a) *Subordination to certain lien creditors and purchasers.* Subject to subsection (b), security interest or agricultural lien is subordinate to the rights of:

(1) a person that becomes a lien creditor before the security interest is perfected;

(2) a buyer of tangible personal property, lessee of goods, licensee of a general intangible, or buyer of accounts or general intangibles or securities which:

(i) gives value;

(ii) for a buyer of tangible personal property, lessee of goods, or buyer of a security certificate, acquires possession; and

(iii) lacks knowledge of the security interest or agricultural lien before it is perfected; or

- 854 (3) a secured party entitled to priority under subsection (c).
- 855 (b) *Purchase-money grace period*. A purchase-money secured party that files a financing
- 856 statement before or within twenty (20) days after the debtor acquires possession of the
- 857 collateral has priority over the rights of a buyer, lessee or lien creditor which arise between
- 858 the time the security interest attaches and the time of filing.
- 859 (c) *General rule for priority among conflicting secured parties*. Priority among conflicting
- 860 security interests and agricultural liens in the same collateral is determined as follows:
- 861 (1) Conflicting perfected security interests and agricultural liens in the same collateral
- 862 rank according to priority in time of filing or perfection. Priority dates from the
- 863 earlier of the time a filing covering the collateral is first made or the security interest
- 864 or agricultural lien is first perfected, if there is no period thereafter when there is
- 865 neither filing nor perfection.
- 866 (2) A perfected security interest or agricultural lien has priority over a conflicting
- 867 unperfected security interest or agricultural lien.
- 868 (3) The first security interest or agricultural lien to attach has priority if conflicting
- 869 security interests and agricultural liens are unperfected.
- 870 (d) *Time of perfection for proceeds*. The time of filing or perfection as to a security interest in
- 871 collateral is also the time of filing or perfection as to a security interest in proceeds, except as
- 872 provided in Section 510.6-13.
- 873 (e) *Priority in proceeds*. Except as provided elsewhere in this part, a security interest that has
- 874 priority under Section 510.6-13(e), (f) or (j) also has priority over a conflicting security
- 875 interest in proceeds if:
- 876 (1) the security interest in proceeds is perfected;
- 877 (2) the proceeds are cash proceeds or of the same type as the collateral; and
- 878 (3) in the case of proceeds of proceeds, all intervening proceeds are cash proceeds,
- 879 proceeds of the same type as the collateral, or an account relating to the collateral.
- 880 (f) *First-to-file rule for certain collateral*. The order of filing determines priority in proceeds
- 881 if:
- 882 (1) a security interest in chattel paper, a negotiable document, instrument, security or
- 883 investment account is perfected by a method other than filing; and
- 884 (3) the proceeds are not cash proceeds, chattel paper, negotiable documents,
- 885 instruments, securities, investment accounts or letter-of-credit rights.
- 886 (g) *Deferral to other applicable law*. If applicable law other than this Law gives a security
- 887 interest or right of set-off to a collecting bank, an issuer or nominated person with respect
- 888 to a letter of credit, a buyer [or seller] or lessee of goods, or in personal property that is not
- 889 subject to this Law, that law governs a conflict with this Law.

890 510.6-14. *Particular Priority Rules*.

- 891 (a) *Relationship to preceding Section*. This section creates exceptions to the priority rules of
- 892 Section 510.6-13.
- 893 (b) *Consignee deemed to have rights of consignor*. For the purpose of this Law, while goods
- 894 are in the possession of a consignee, the consignee is deemed to have rights and title to the

goods identical to those the consignor had or had power to transfer. If Part 3 of this Law results in the consignor having priority over a creditor of the consignee, law other than this Law determines the rights and title of the consignee with regard to that creditor.

(c) *Ordinary-course buyer, licensee and lessee takes free.* Except as otherwise provided in this subsection, a buyer in ordinary course of business, a person that takes a non-exclusive license of a general intangible in ordinary course of business, or a person that takes a lease of goods in ordinary course of business, takes its interest in the collateral free of a security interest in the collateral created by the seller, licensor, or lessor, even if the security interest is perfected and the buyer, licensee or lessee knows of its existence. Whether a licensee or lessee takes its interest in ordinary course of business is determined by criteria parallel to those used to determine whether a buyer is a buyer in ordinary course of business under Section 510.3-1(g). This subsection does not apply to:

(1) a buyer of farm products from a person engaged in farming operations, unless the buyer:

(i) obtains from the seller a notarized statement setting forth the name and address of any person that has a security interest in the farm products; and

(ii) either obtains a consent to the sale free of the security interest from the secured party or makes payment for the farm products jointly to the seller and the secured party; and

(2) a buyer of goods in the possession of the secured party under Section 510.6-8.

(d) *Buyer of consumer goods takes free of security interest.* Unless goods are in the possession of the secured party under Section 510.6-8, a buyer of goods from a person who used or bought the goods for use primarily for personal, family or household purposes takes free of a security interest, even if perfected, if the buyer buys:

(1) without knowledge of the security interest;

(2) for value;

(3) primarily for the buyer's personal, family, or household purposes; and

(4) for goods having a value of \$5,000 or more, before the filing of a financing statement covering the goods.

(e) *Purchaser of chattel paper or instrument.* The following rules apply to a purchaser of chattel paper or an instrument:

(1) The purchaser of chattel paper or an instrument has priority over a security interest if:

(i) the purchaser, in good faith and in the ordinary course of the purchaser's business, gives new value and takes possession of the collateral;

(ii) the collateral does not indicate that it previously has been assigned to an identified person other than the purchaser; and

(iii) the purchaser is otherwise without knowledge that the purchase violates the rights of the secured party.

(2) The purchaser with priority in chattel paper under paragraph (1) also has priority in proceeds of the chattel paper to the extent that:

- 936 (i) the proceeds consist of the specific goods covered by the chattel paper or  
937 cash proceeds of the specific goods, even if the security interest in the  
938 proceeds is unperfected; or  
939 (ii) Section 510.6-12(c), (d) or (e) so provides.

940 (f) *Holder in due course and others protected.* This Law does not limit the rights of, or  
941 impose liability on, a holder in due course of a negotiable instrument, a holder to which a  
942 negotiable document has been duly negotiated, or a person protected against the assertion of  
943 a claim to investment property under other law. Filing under this Law is not notice of a claim  
944 or defense to the holder or protected person.

945 (g) *Priority of future advance.* The following rules govern priority of a security interest to the  
946 extent that it secures a future advance:

947 (1) For a conflicting security interest, the priority of an advance under a security  
948 agreement is determined under Section 510.6-12(b), except that perfection dates from  
949 the time the advance is made if the security interest securing it is perfected only by  
950 attachment under Section 510.6-4 or temporarily by law under Section 510.6-7(e), (f),  
951 or (g) and is not made pursuant to a commitment entered into before or while the  
952 security interest is perfected by another means.

953 (2) For a lien creditor, the security interest securing an advance is subordinate if the  
954 advance is made more than forty-five (45) days after the person becomes a lien  
955 creditor, unless the advance is made without knowledge of the lien or pursuant to a  
956 commitment entered into without knowledge of the lien.

957 (3) For a buyer of goods other than a buyer in ordinary course of business under  
958 Section 510.3-1(g), and with respect to a lessee of goods that does not take its lease in  
959 ordinary course of business under Section 510.6-14(c), the security interest securing  
960 an advance is subordinate if the advance is made after the earlier of the time the  
961 secured party acquires knowledge of the purchase or forty-five (45) days after the  
962 purchase, unless the advance is made pursuant to a commitment entered into without  
963 knowledge of the purchase and before the expiration of the forty-five (45) day period.

964 (4) Paragraphs (1) and (2) do not apply to a security interest held by a person that is a  
965 consignor or a buyer of accounts, chattel paper, payment intangibles or promissory  
966 notes.

967 (h) *Purchase-money security interest priority.* The following rules govern the priority of a  
968 purchase-money security interest and a conflicting security interest in collateral and its  
969 proceeds:

970 (1) *Goods other than inventory and livestock.* A perfected purchase-money security  
971 interest in goods other than inventory or livestock that are farm products has priority  
972 over a conflicting security interest in the same goods and in identifiable proceeds of  
973 the goods, if the purchase-money security interest is perfected when the debtor  
974 receives possession of the collateral or within 20 days thereafter.

975 (2) *Inventory and livestock.* A perfected purchase-money security interest in  
976 inventory or livestock that are farm products has priority over a conflicting security

interest if the purchase-money security interest is perfected when the debtor acquires possession of the goods and the purchase-money secured party sends timely and appropriate notice to the holder of the conflicting security interest, provided that notice is not required unless the holder of the conflicting security interest has filed a financing statement covering the same types of goods:

- (i) before the purchase-money security interest is perfected by filing; or
- (ii) if the purchase-money security interest is temporarily perfected under Section 510.6-7(f), before the beginning of the applicable twenty (20) day period.

(3) If a purchase-money secured party has priority in livestock that are farm products under this paragraph (2), it has priority in their identifiable proceeds and products in their unmanufactured states. If a purchase-money secured party has priority in inventory under paragraph (2), it has priority in chattel paper or an instrument constituting proceeds, in:

- (i) proceeds of the chattel paper except as otherwise provided in this section; and
- (ii) identifiable cash proceeds received on or before delivery of the goods to a buyer.

(4) *Software*. A perfected purchase-money security interest in software has priority over a conflicting security interest, and a perfected security interest in its identifiable proceeds also has priority, to the extent that the purchase-money security interest in the goods in which the software was acquired for use has priority in the goods and proceeds of the goods.

(5) *Priority among purchase-money security interests*. Notwithstanding this subsection, if two or more purchase-money security interests are perfected in the same collateral, the security interest securing an obligation for the price has priority, and otherwise priority is determined under Section 510.6-13(b).

(i) *Transferee of money or funds takes free of security interest*. A transferee of money or of funds from a deposit account takes the money or funds free of a security interest unless the transferee acts in collusion with the debtor in violating the rights of the secured party.

(j) *Priority of interest perfected by control; possession of certificated security in registered form*. A security interest in a security or an investment account perfected by control under Section 510.6-9 has priority over a security interest perfected by a method other than control. Multiple security interests perfected by control rank according to time of acquiring control; however, a security interest held by an investment intermediary in the investment account that it maintains has priority regardless of time of acquiring control. A security interest in a certificated security in registered form that is perfected by possession under Section 510.6-8 and not by control has priority over a conflicting security interest perfected by a method other than control.

(k) *Possessory lien*. A lien on goods created by law or rule of law which secures payment or performance of an obligation for services or materials furnished with respect to the goods by

a person in the ordinary course of the person's business and whose effectiveness depends on the person's possession of the goods has priority over a security interest or agricultural lien in the goods unless the possessory lien is created by a statute that expressly provides otherwise.

510.6-15. *Priority Security Interests in Fixtures and Crops.*

(a) *Security interest in fixtures.* A security interest under this Law may be created in goods that are fixtures or may continue in goods that become fixtures. A security interest does not exist under this Law in ordinary building materials incorporated into an improvement on land.

(b) *Security interest in fixtures under real-property law.* This Law does not prevent creation of an encumbrance upon fixtures under real property law.

(c) *General rule: subordination of security interest in fixtures.* In cases not governed by subsections (d) through (h), a security interest in fixtures is subordinate to a conflicting interest of an encumbrancer or owner of the related real property other than the debtor.

(d) *Fixtures purchase-money priority.* Except as otherwise provided in subsection (h), a perfected security interest in fixtures has priority over a conflicting interest of an encumbrancer or owner of the real property if the debtor has an interest of record in or is in possession of the real property and:

(1) the security interest is a purchase-money security interest;

(2) the interest of the encumbrancer or owner arises before the goods become fixtures; and

(3) the security interest is perfected by an appropriate filing before the goods become fixtures or within twenty (20) days thereafter.

(e) *Priority of security interest in fixtures over interests in real property.* A perfected security interest in fixtures has priority over a conflicting interest of an encumbrancer or owner of the real property if:

(1) the debtor has an interest of record in the real property or is in possession of the real property and the security interest:

(i) is perfected by an appropriate filing before the interest of the encumbrancer or owner is of record; and

(ii) has priority over any conflicting interest of a predecessor in title of the encumbrancer or owner;

(2) before the goods become fixtures, the security interest is perfected by any method permitted by this Law and the fixtures are readily removable:

(i) factory or office machines;

(ii) equipment that is not primarily used or leased for use in the operation of the real property; or

(iii) replacements of domestic appliances that are consumer goods;

(3) the conflicting interest is a lien on the real property obtained by legal or equitable proceedings after the security interest was perfected by any method permitted by this Law; or

(4) the security interest is:



- 1059 (i) created in a manufactured home in a manufactured-home transaction;  
1060 and  
1061 (ii) perfected pursuant to a law described in Section 510.6-6(a)(2).
- 1062 (f) *Priority based on consent, disclaimer, or right to remove.* A security interest in fixtures,  
1063 whether or not perfected, has priority over a conflicting interest of an encumbrancer or owner  
1064 of the real property if:
- 1065 (1) the encumbrancer or owner has, in a signed record, consented to the security  
1066 interest or disclaimed an interest in the goods as fixtures; or  
1067 (2) the debtor has a right to remove the goods as against the encumbrancer or  
1068 owner.
- 1069 (g) *Continuation of paragraph (f)(2) priority.* The priority of the security interest under  
1070 paragraph (f)(2) continues for a reasonable time if the debtor right to remove the goods as  
1071 against the encumbrancer or owner terminates.
- 1072 (h) *Priority of construction mortgage.* A mortgage is a construction mortgage to the extent  
1073 that it secures an obligation incurred for the construction of an improvement on land,  
1074 including the acquisition cost of the land, if a recorded record of the mortgage so indicates.  
1075 Except as otherwise provided in subsections (e) and (f), a security interest in fixtures is  
1076 subordinate to a construction mortgage if a record of the mortgage is recorded before the  
1077 goods become fixtures and the goods become fixtures before the completion of the  
1078 construction. A mortgage has this priority to the same extent as a construction mortgage to  
1079 the extent that it is given to refinance a construction mortgage.
- 1080 (i) *Priority of security interest in crops.* A perfected security interest in crops growing on real  
1081 property has priority over a conflicting interest of an encumbrancer or owner of the real  
1082 property if the debtor has an interest of record in or is in possession of the real property.
- 1083 510.6-16. *Accessions.*
- 1084 (a) *Creation of security interest in accession.* A security interest may be created in an  
1085 accession and continues in collateral that becomes an accession.
- 1086 (b) *Perfection of security interest.* If a security interest is perfected when the collateral  
1087 becomes an accession, the security interest remains perfected in the collateral.
- 1088 (c) *Priority of security interest.* Except as otherwise provided in subsection (d), the other  
1089 provisions of this part determine the priority of a security interest in an accession.
- 1090 (d) *Compliance with certificate-of-title statute.* A security interest in an accession is  
1091 subordinate to a security interest in the whole which is perfected by compliance with the  
1092 requirements of a certificate-of-title statute under Section 510.6-6(b).
- 1093 (e) *Removal of accession after default.* After default, subject to Part 6, a secured party may  
1094 remove an accession from other goods if the security interest in the accession has priority  
1095 over the claims of every person having an interest in the whole.
- 1096 (f) *Reimbursement following removal.* A secured party that removes an accession from other  
1097 goods under subsection (e) shall promptly reimburse any holder of a security interest or other  
1098 lien on, or owner of, the whole or of the other goods, other than the debtor, for the cost of  
1099 repair of any physical injury to the whole or the other goods. The secured party need not

reimburse the holder or owner for any diminution in value of the whole or the other goods caused by the absence of the accession removed or by any necessity for replacing it. A person entitled to reimbursement may refuse permission to remove until the secured party gives adequate assurance for the performance of the obligation to reimburse.

510.6-17. *Commingled Goods.*

(a) “*Commingled goods.*” In this section, “commingled goods” means goods that are physically united with other goods in such a manner that their identity is lost in a product or mass.

(b) *No security interest in commingled goods as such.* A security interest does not exist in commingled goods as such. However, a security interest may attach to a product or mass that results when goods become commingled goods.

(c) *Attachment of security interest to product or mass.* If collateral becomes commingled goods, a security interest attaches to the product or mass.

(d) *Perfection of security interest.* If a security interest in collateral is perfected before the collateral becomes commingled goods, the security interest that attaches to the product or mass under subsection (c) is perfected.

(e) *Priority of security interest.* Except as otherwise provided in subsection (f), the other provisions of this part determine the priority of a security interest that attaches to the product or mass under subsection (c).

(f) *Conflicting security interests in product or mass.* If more than one security interest attaches to the product or mass under subsection (c), the following rules determine priority:

(1) A security interest that is perfected under subsection (d) has priority over a security interest that is unperfected at the time the collateral becomes commingled goods.

(2) If more than one security interest is perfected under subsection (d), the security interests rank equally in proportion to the value of the collateral at the time it became commingled goods.

510.6-18. *Priority of Security Interests in Goods Covered by Certificate of Title.* If, while a security interest in goods is perfected by any method under the law of another jurisdiction, this jurisdiction issues a certificate of title that does not show that the goods are subject to the security interest or contain a statement that they may be subject to security interests not shown on the certificate:

(a) a buyer of the goods, other than a person in the business of selling goods of that kind, takes free of the security interest if the buyer gives value and receives delivery of the goods after issuance of the certificate and without knowledge of the security interest; and

(b) the security interest is subordinate to a conflicting security interest in the goods that attaches, and is perfected under Section 510.6-6(b), after issuance of the certificate and without the conflicting secured party’s knowledge of the security interest.

510.6-19. *Priority Subject to Subordination.* This Law does not preclude subordination by agreement by a person entitled to priority.

**510.7. Rights of Third Parties**

1141 510.7-1. *Alienability of Debtor's Rights.* Whether a debtor's rights in collateral may be voluntarily or  
1142 involuntarily transferred is governed by law other than this Law; however, an agreement between a  
1143 debtor and secured party which prohibits a transfer of the debtor's rights in collateral or makes the  
1144 transfer a default does not prevent the transfer from taking effect. This section is subject to Section  
1145 9-404, which invalidates certain legal and contractual restrictions on transferability that generally  
1146 would be effective under other law.

1147 510.7-2. *Secured Party Not Obligated on Contract of Debtor or in Tort.* The existence of a security  
1148 interest, agricultural lien, or authority given to a debtor to dispose of or use collateral, without more,  
1149 does not subject a secured party to liability in contract or tort for the debtor's acts or omissions.

1150 510.7-3. *Rights of Assignee.*

1151 (a) *Waiver-of-defense clauses; limitations thereon.* An agreement between an account debtor  
1152 and an assignor not to assert against an assignee any claim or defense that the account debtor  
1153 may have against the assignor is enforceable by an assignee that takes an assignment in good  
1154 faith, and for value as defined in the law governing negotiable instruments, except as to  
1155 claims or defenses that may be asserted against a holder in due course of a negotiable  
1156 instrument. However, such an agreement is not enforceable if

1157 (1) the agreement relates to an obligation incurred on account of a sale or lease of  
1158 goods or services;

1159 (2) the account debtor seeks or acquires the goods or services primarily for personal,  
1160 family or household use; and

1161 (3) the assignor, in the ordinary course of its business, sells or leases goods or  
1162 services to consumers.

1163 (b) *Parallel rule for negotiable instruments.* If a negotiable promissory note represents an  
1164 obligation incurred on account of a sale or lease of goods or service, and the issuer seeks or  
1165 acquires the goods or services primarily for personal, family or household use, and the payee,  
1166 in the ordinary course of its business, sells or leases goods or services to consumers, then the  
1167 issuer may assert any claims and defenses against a person entitled to enforce the note,  
1168 including a holder in due course.

1169 (c) *Assignee's rights subject to terms, claims and defenses.* Except to the extent an agreement  
1170 to the contrary is enforceable under subsection (a), the rights of an assignee are subject to  
1171 reduction of the amount owed by reason of all terms of the contract between the account  
1172 debtor and assignor, any defense or claim in recoupment arising from the transaction that  
1173 gave rise to the contract, and any other defense or claim of the account debtor against the  
1174 assignor which accrues before the account debtor receives adequate notification of the  
1175 assignment signed by the assignor or the assignee. This subsection does not apply to the  
1176 assignee of a health-care-insurance receivable.

1177 (d) *Discharge of account debtor or party to instrument.* An account debtor or party to a  
1178 negotiable promissory note may discharge its obligation by paying the assignor or person  
1179 formerly entitled to enforce the note until, but not after, such account debtor or party  
1180 receives:

(1) adequate notification that performance is to be rendered to the assignee or transferee, signed

(i) in the case of an account debtor, by the assignor or assignee, and

(ii) in the case of a negotiable promissory note, by the transferor or transferee; and

(2) if requested by such account debtor or party, reasonable proof of the assignment or transfer.

(3) In the case of an account debtor, discharge under this subsection is effective notwithstanding an otherwise enforceable agreement not to assert claims or defenses. In the case of a party to a negotiable promissory note, discharge under this subsection is effective against a holder in due course.

(e) *Modifications of contract.* A modification of or substitution for an assigned contract is effective against an assignee to the extent provided by law other than this Law.

510.7-4. *Restriction on Assignment.*

(a) *Commercially harmful restrictions on alienation invalid.* A commercially harmful restriction on alienation (subsections (b), (c) and (d)) of property is invalid.

(b) *Commercially harmful defined for certain transactions.* In an assignment of accounts other than health-care-insurance receivables, an assignment of chattel paper, an assignment of payment intangibles that is not a sale, or a transfer of promissory notes that is not a sale, the term “commercially harmful restriction on alienation” means a term in an agreement between an account debtor and an assignor, or in a promissory note, to the extent that it

(1) prohibits, restricts, or requires the consent of the account debtor or person obligated on the promissory note, to the assignment or transfer of, or the creation, attachment, perfection, or enforcement of a security interest in, the affected property; or

(2) provides that such an assignment, transfer, creation, attachment, perfection, or enforcement may give rise to a default or remedy.

(c) *Commercially harmful defined less broadly for other transactions.* In an assignment of a health-care-insurance receivable, a sale of promissory notes, a sale of payment intangibles, or a security interest in other general intangibles (including a contract, permit, or license, or franchise) that is not a sale, the term “commercially harmful restriction on alienation” has the same meaning as in subsection (b) except that the references to enforcement of a security interest appearing in subsection (b)(1) and (2) are excluded.

(1) *Limitation on effect in such other transactions.* To the extent a commercially harmful restriction on alienation under paragraph (c) would otherwise be effective under law other than this Law, the creation, attachment, or perfection of the security interest:

(i) does not impose a duty or obligation on the account debtor or person obligated on the promissory note;

(ii) is not enforceable against the account debtor or person obligated on the promissory note; and

(iii) does not entitle the secured party to use the debtor's rights in or to the property; have access to trade secrets or confidential information of the account debtor or person obligated on the promissory note; or enforce the security interest.

(d) *Rule of law as commercially harmful restriction.* In addition to the meanings set forth in subsections (b) and (c), the term "commercially harmful restriction on alienation" includes a rule of law to the extent that it:

(1) requires the consent of a governmental body or official to the assignment or transfer of, or actions described in subsection (b) or (c), as applicable, regarding a security interest in, the property; or

(2) has any of the effects of a commercially harmful restriction on alienation as defined in subsection (b) or (c), as applicable.

(e) *Deferral to consumer law; inapplicability.* This section is subject to any different rule in other law for a consumer. In addition, this section does not apply to an assignment of:

(1) a claim or right to receive compensation for injuries or sickness as described in 26 U.S.C. 104(a)(1) or (2), as the same may be amended from time to time;

(2) a claim or right to receive benefits under a special needs trust as described in 42 U.S.C. 1396p(d)(4), as the same may be amended from time to time.

(3) a structured settlement payment right; or

(4) a right to payment of winnings in a lottery or other game of chance regulated by law other than this Law.

## **510.8. Filing**

### **510.8-1. Acceptance, Refusal, and Effectiveness of Financing Statement; Administration.**

(a) *Place to file.* The place to file a financing statement to perfect a security interest or agricultural lien governed by this Law or another record relating to a security interest is the Oneida Licensing Department. If (1) the collateral is as-extracted collateral or timber to be cut, or (2) the financing statement is filed as a fixture filing, the collateral is goods that are or are to become fixtures, and the debtor is not a transmitting utility, then the place to file the financing statement is the Comprehensive Housing Division, designated for the filing or recording of a record of a mortgage on the related real property.

(b) *Pre-filing; acceptance and refusal.* A financing statement may be filed before a security agreement is made or a security interest attaches. Receipt by the filing office of a financing statement or other record, in appropriate form by an appropriate method, and tender of the filing fee, constitutes filing, and in those cases the filing office must accept the record. If the filing office refuses the record, it must communicate that fact to the person that presented the record, as well as the reason for refusal and the date and time that the record would have otherwise been filed.

(c) *Effectiveness of financing statement; minor errors.* A record in appropriate form and communicated to a filing office by an appropriate method is effective even if:

- (1) it is improperly refused by the filing office, except as against a purchaser of the collateral for value in reasonable reliance on the absence of the record from the files;
- (2) it is incorrectly indexed by the filing office; or
- (3) it has minor errors or omissions in information required to perfect a security interest, unless the errors or omissions make the record seriously misleading. If a financing statement fails sufficiently to provide the name of the debtor, the name provided does not make the financing statement seriously misleading if a search of the filing office's records under the debtor's correct name using the filing office's standard search logic, if any, would disclose the financing statement.

(d) *Subordination in certain cases of reliance.* If information that the filing office's regulations require to be included in a record, but that Section 9-502(a) does not require for perfection of a security interest, is incorrect at the time the record is filed, the security interest is subordinate to a conflicting perfected security interest or the interest of a purchaser other than a secured party, to the extent that:

- (1) the holder of the conflicting security interest gives value in reasonable reliance on the incorrect information; or
- (2) the purchaser gives value and, in the case of a buyer or lessee of property capable of being possessed, takes possession, all in reasonable reliance on the incorrect information.

(e) *Fees.* The fee for filing and indexing a record under subsection (a) is \$[ ]. If a uniform form authorized by filing office regulation is used, the fee is reduced to \$[ ]. [The filing office may set fees for filing and indexing a record under subsection (a) by regulation.

(f) *Regulations.* The filing office is charged with administration of this part. In accordance with applicable administrative regulations and interpretive rules and after review and approval of the tribal legislative body, the filing office shall promulgate and make available the following, in both cases consistent with this Law and with tribal and commercial policy:

- (1) regulations to the extent necessary for the effective implementation and enforcement of this part; and
- (2) an implementation manual providing guidance to persons entering into transactions governed by this Law.

#### 510.8-2. *Contents of Records; Authorization; Lapse; Continuation; Termination.*

(a) *Information required for perfection; other required contents.* A financing statement is sufficient to perfect a security interest or agricultural lien only if it provides the name of the debtor, the name of the secured party or a representative of the secured party, and indicates the collateral covered by the financing statement with a description, whether or not specific, that reasonably identifies the collateral or states that it covers all assets or all personal property. A financing statement or a record of a mortgage that covers as-extracted collateral or timber to be cut, or that is filed as a fixture filing and covers goods that are or are to become fixtures, is sufficient only if in addition it includes such further information as required by filing office regulations promulgated by the filing office. A record that

constitutes a termination statement, assigns a record, continues a record, or otherwise amends a record must comply with the regulations promulgated by the filing office for such records.

(b) *Other information and filing office regulations.* A record may include information other than that required by subsection (a), such as addresses for the debtor and secured party, the characterization of a party as an individual or an organization, or a trade name for the debtor, and may use terms such as “consignor”, “lessor”, or “licensor”, to the extent permitted by and in compliance with the regulations promulgated by the filing office, and shall include such other information to the extent required by the regulations.

(c) *Duration of effectiveness.* A validly filed financing statement is effective for five years after the date of filing unless sooner terminated, except as follows:

(1) if the financing statement correctly indicates that it is filed in connection with a manufactured-home transaction or a public-finance transaction, it is effective for thirty years after the date of filing unless sooner terminated;

(2) if the debtor is a transmitting utility and the initial financing statement so indicates, the financing statement is effective until terminated; and

(3) a mortgage that is effective as a financing statement is effective until the mortgage is satisfied of record.

(d) *Continuation and lapse.* A financing statement lapses at the end of the period specified in subsection (c) unless a continuation statement is filed within six months before the expiration of the period. A lapsed financing statement ceases to perfect the security interest or agricultural lien unless it is perfected otherwise before lapse, and the security interest or agricultural lien is deemed to never have been perfected against a purchaser of the collateral for value.

(e) *Effect of continuation and other amendment.* On proper continuation under subsection (a), the effectiveness of a filed financing statement continues for a period of five years, commencing on the date on which it otherwise would have become ineffective, and again may lapse unless further continued. An amendment to a financing statement other than a continuation statement does not extend the effectiveness of a financing statement, is effective only from its date of filing, and may be effective as a termination statement as prescribed in the regulations promulgated by the filing office.

(F) *Termination statement.* On the filing of a termination statement, a financing statement to which the termination statement relates ceases to be effective. A secured party shall file, cause to be filed, or send the termination statement in accordance with the regulations promulgated by the filing office.

(G) *Persons authorized to file.* A filed record is effective only to the extent that it was filed by a person authorized to do so in the following circumstances:

(1) Only a person authorized by the debtor in compliance with this paragraph or with regulations promulgated by the filing office, or a person otherwise designated by those regulations, may file an initial financing statement, amendment that adds collateral, or amendment that adds a debtor that is effective. By signing or becoming

bound as debtor by a security agreement, the debtor authorizes the filing of a financing statement and amendments covering:

- (i) the collateral described in the security agreement; and
- (ii) property that becomes collateral under Section 510.6-10(a)(2), relating to identifiable proceeds.

(2) Only a person authorized by a secured party may file a termination statement or an amendment other than an amendment that adds collateral or a debtor.

(h) *Effect of disposition on effectiveness of financing statement.* If a security interest or agricultural lien continues in collateral transferred by the debtor under Section 510.6-10, a filed financing statement with respect to the collateral remains effective, even if the secured party knows of or consents to the transfer.

(i) *Effect of name change on effectiveness of financing statement.* If the name that a filed financing statement provides for a debtor becomes insufficient as the name of the debtor so that the financing statement becomes seriously misleading, the financing statement is not effective to perfect a security interest or agricultural lien in collateral acquired by the debtor more than four months after the change, unless an appropriate filing is made before the expiration of the time.

#### 510.8-3. *Claim Concerning Inaccurate or Wrongfully Filed Record.*

(a) *Permission to file.* A person may file in the filing office an information statement with respect to a record filed there if the person believes that the record is inaccurate or was wrongfully filed.

(b) *Contents of statement under subsection (a).* An information statement under subsection (a) must:

- (1) identify the record to which it relates by the file number assigned to the initial financing statement to which the record relates;
- (2) indicate that it is an information statement; and
- (3) provide the basis for the person's belief that the record is inaccurate and indicate the manner in which the person believes the record should be amended to cure any inaccuracy or provide the basis for the person's belief that the record was wrongfully filed.

(c) *Record not affected by information statement.* The filing of an information statement does not affect the effectiveness of a filed record.

(d) *No duty to file information statement.* A person that believes that a record filed in the filing office is inaccurate or wrongfully filed does not have a duty to file an information statement relating to the record.

### 510.9 Default

Section/Subpart 1. Default and Enforcement of Security Interest of Agricultural Lien.

510.9-1. *Rights After Default; Judicial Enforcement; Consignor or Buyer of Accounts; Chattel Paper, Payment Intangibles, or Promissory Notes.*



(a) *Rights of secured party after default.* After default, a secured party has the rights provided in this part, the rights and duties related to possession or control of collateral under Section 510.5-4 and, except as otherwise provided in Section 510.9-2, those provided by agreement of the parties. A secured party:

(1) may reduce a claim to judgment, foreclose, or otherwise enforce the claim, security interest, or agricultural lien by any available judicial procedure; and

(2) if the collateral is documents, may proceed either as to the documents or as to the goods they cover.

(b) *Rights cumulative; simultaneous exercise.* The rights under subsection (a) are cumulative and may be exercised simultaneously.

(c) *Rights of debtor and obligor.* Except as otherwise provided in subsection (f) and Section 9-605, after default, a debtor and an obligor have the rights provided in this part and by agreement of the parties.

(d) *Lien of levy after judgment.* If a secured party has reduced its claim to judgment, the lien of any levy that may be made upon the collateral by virtue of an execution based upon the judgment relates back to the earliest of:

(1) the date of perfection of the security interest or agricultural lien in the collateral;

(2) the date of filing a financing statement covering the collateral; or

(3) any date specified in a law under which the agricultural lien was created.

(e) *Execution sale.* A sale pursuant to an execution is a foreclosure of the security interest or agricultural lien by judicial procedure within the meaning of this section. A secured party may purchase at the sale and thereafter hold the collateral free of any other requirements of this Law.

(f) *Consignor or buyer of certain rights to payment.* Except as otherwise provided in Section 9-607(b), this part imposes no duties upon a secured party that is a consignor or is a buyer of accounts, chattel paper, payment intangibles, or promissory notes

510.9-2. *Waiver and Variance of Rights and Duties.* Except as otherwise provided in the provisions of this Law dealing with waivers (Section 510.9-21), to the extent that they give rights to a debtor or obligor and impose duties on a secured party, the debtor or obligor may not waive or vary the rules stated in the following sections of this Law dealing with:

(a) rights and duties when collateral is in a secured party's possession (Section 510.5-4);

(b) requests for an accounting or requests regarding a list of collateral or statement of an account (Section 510.5-7);

(c) commercially reasonable collection and enforcement (Section 510.9-7(b));

(d) application of proceeds, deficiency and surplus (Section 510.9-8(a) and 510.9-14(c)), to the extent that they deal with application or payment of noncash proceeds of collection, enforcement, or disposition;

(e) application of proceeds and the like (Sections 510.9-8 and 510.9-14(d)), to the extent that they require accounting for or payment of surplus proceeds of collateral;

- (f) a secured party's right to take possession after default and limitations thereon (Section 510.9-9), to the extent that it imposes upon the secured party taking possession of collateral without judicial process the duty to do so without breach of the peace and with consent of the debtor;
- (g) commercially reasonable disposition (Section 510.9-14(b)), notification before disposition of the collateral (Section 510.9-11), and the contents and form of a notification before disposition of the collateral (Section 510.9-13);
- (h) calculation of a deficiency or surplus when the fairness of the amount of proceeds is placed in issue (Section 510.9-15(e));
- (i) explanation of the calculation of a surplus or deficiency (Section 510.9-16);
- acceptance of collateral in satisfaction of obligation (Section 510.9-20);
- (j) right to redeem collateral (Section 510.9-20);
- (k) waivers (Section 510.9-21);
- (l) the secured party's liability for failure to comply with this Law (Sections 510.9-25 and 510.9-26); and
- (m) attorney's fees (Section 510.9-29).

510.9-3. *Agreement on Standards Concerning Rights and Duties.* The parties may determine by agreement the standards measuring the fulfillment of the rights of a debtor or obligor and the duties of a secured party under a rule stated in the provisions of this Law dealing with waiver or variance of rights and duties, if the standards are not manifestly unreasonable.

510.9-4. *Procedure if Security Agreement Covers Real Property or Fixtures.*

(a) *Enforcement: personal and real property.* If a security agreement covers both personal and real property, a secured party may proceed:

(1) under this part as to the personal property without prejudicing any rights with respect to the real property; or

(2) as to both the personal property and the real property in accordance with the rights with respect to the real property, in which case the other provisions of this part do not apply.

(b) *Enforcement: fixtures.* Subject to subsection (c), if a security agreement covers goods that are or become fixtures, a secured party may proceed:

(1) under this part; or

(2) in accordance with the rights with respect to real property, in which case the other provisions of this part do not apply.

(c) *Removal of fixtures.* Subject to the other provisions of this part, if a secured party holding a security interest in fixtures has priority over all owners and encumbrancers of the real property, the secured party, after default, may remove the collateral from the real property.

(d) *Injury caused by removal.* A secured party that removes collateral shall promptly reimburse any encumbrancer or owner of the real property, other than the debtor, for the cost of repair of any physical injury caused by the removal. The secured party need not reimburse the encumbrancer or owner for any diminution in value of the real property caused by the absence of the goods removed or by any necessity of replacing them. A person entitled to

reimbursement may refuse permission to remove until the secured party gives adequate assurance for the performance of the obligation to reimburse.

510.9-5. *Unknown Debtor or Secondary Obligor.* A secured party does not owe a duty based on its status as a secured party:

(a) to a person or obligor, unless the secured party knows:

(1) that the person is the debtor or obligor;

(2) the identity of the person; and

(3) how to communicate with the person; or

(b) to a secured party or lienholder that has filed a financing statement against a person unless the secured party knows:

(1) that the person is the debtor; and

(2) the identity of the person.

510.9-6. *Time of Default for Agricultural Lien.* For purposes of this part, a default occurs in connection with an agricultural lien at the time the secured party becomes entitled to enforce the lien in accordance with the law under which it was created.

510.9-7. *Collection and Enforcement by Secured Party.*

(a) *Collection and enforcement generally.* If so agreed, and in any event after default, a secured party:

(1) may notify an account debtor or other person obligated on collateral to make payment or otherwise render performance to or for the benefit of the secured party;

(2) may take any proceeds to which the secured party is entitled under Section 510.6-6;

(3) may enforce the obligations of an account debtor or other person obligated on collateral and exercise the rights of the debtor with respect to the obligation of the account debtor or other person obligated on collateral to make payment or otherwise render performance to the debtor, and with respect to any property that secures the obligations of the account debtor or other person obligated on the collateral;

(b) *Commercially reasonable collection and enforcement.* A secured party shall proceed in a commercially reasonable manner if the secured party:

(1) undertakes to collect from or enforce an obligation of an account debtor or other person obligated on collateral; and

(2) is entitled to charge back uncollected collateral or otherwise to full or limited recourse against the debtor or a secondary obligor.

(c) *Expenses of collection and enforcement.* A secured party may deduct from the collections made pursuant to subsection (c) reasonable expenses of collection and enforcement, including reasonable attorney's fees and legal expenses incurred by the secured party.

(d) *Duties to secured party not affected.* This section does not determine whether an account debtor, bank, or other person obligated on collateral owes a duty to a secured party.

510.9-8. *Application of Proceeds of Collection or Enforcement, Liability for Deficiency and Right to Surplus.*

a) *Application of proceeds, surplus, and deficiency if obligation secured.* If a security interest or agricultural lien secures payment or performance of an obligation, the following rules apply:

(1) A secured party shall apply or pay over for application the cash proceeds of collection or enforcement under Section 510.9-7 in the following order to:

(i) the reasonable expenses of collection and enforcement and, to the extent provided for by agreement and not prohibited by law, reasonable attorney's fees and legal expenses incurred by the secured party;

(ii) the satisfaction of obligations secured by the security interest or agricultural lien under which the collection or enforcement is made; and

(iii) the satisfaction of obligations secured by any subordinate security interest in or other lien on the collateral subject to the security interest or agricultural lien under which the collection or enforcement is made if the secured party receives a signed demand for proceeds before distribution of the proceeds is completed.

(2) If requested by a secured party, a holder of a subordinate security interest or other lien shall furnish reasonable proof of the interest or lien within a reasonable time. Unless the holder complies, the secured party need not comply with the holder's demand under paragraph (1)(iii).

(3) A secured party need not apply or pay over for application noncash proceeds of collection and enforcement under Section 510.9-7 unless the failure to do so would be commercially unreasonable. A secured party that applies or pays over for application noncash proceeds shall do so in a commercially reasonable manner.

(4) A secured party shall account to and pay a debtor for any surplus, and the obligor is liable for any deficiency.

510.9-9. *Secured Party's Limited Right to Take Possession After Default.*

(a) *Consent or judicial process.* Unless otherwise agreed, a secured party has at the time of or after default the powers described in subsection (b), but such powers may be exercised only pursuant to judicial process or with the debtor's consent. Such consent is effective only if expressed after default by means of a separate dated and signed personal statement in the debtor's handwriting, describing the powers to be exercised by the secured party and expressly acknowledging and waiving the debtor's right to require that such exercise be pursuant to judicial process.

(b) *Possession, rendering equipment unusable and assembly of collateral.* Under the circumstances of subsection (a) the secured party may:

(1) take possession of the collateral;

(2) without removal, render equipment unusable and dispose of collateral on a debtor's premises under Section 510.9-10; and

(3) require the debtor to assemble the collateral and make it available to the secured party at a place to be designated by the secured party which is reasonably convenient to both parties.

(c) *No breach of the peace.* A secured party acting pursuant to the debtor's consent under subsection (a) must proceed without breach of the peace.

510.9-10. *Disposition of Collateral After Default.*

(a) *Disposition after default.* After default, a secured party may sell, lease, license, or otherwise dispose of any or all of the collateral in its present condition or following any commercially reasonable preparation or processing.

(b) *Commercially reasonable disposition; tribal business day.* Every aspect of a disposition of collateral, including the method, manner, time, place, and other terms, must be commercially reasonable. If commercially reasonable, a secured party may dispose of collateral by public or private proceedings, by one or more contracts, as a unit or in parcels, and at any time and place and on any terms. In order to protect the debtor's right to redeem collateral (Section 510.9-20), a disposition of collateral shall take place only on a tribal business day.

(c) *Purchase by secured party.* A secured party may purchase collateral:

(1) at a public disposition; or

(2) at a private disposition only if the collateral is of a kind that is customarily sold on a recognized market or the subject of widely distributed standard price quotations.

(d) *Warranties on disposition.* A contract for sale, lease, license, or other disposition includes the warranties relating to title, possession, quiet enjoyment, and the like which by operation of law accompany a voluntary disposition of property of the kind subject to the contract.

(e) *Disclaimer of warranties.* A secured party may disclaim or modify warranties under subsection (d):

(1) in a manner that would be effective to disclaim or modify the warranties in a voluntary disposition of property of the kind subject to the contract of disposition; or

(2) by communicating to the purchaser a record evidencing the contract for disposition and including an express disclaimer or modification of the warranties.

(f) *Record sufficient to disclaim warranties.* A record is sufficient to disclaim warranties under subsection (e) if it indicates "There is no warranty relating to title, possession, quiet enjoyment, or the like in this disposition" or uses words of similar import.

510.9-11. *Notification Before Disposition of Collateral.*

(a) "Notification date." In this section, "notification date" means the earlier of the date on which:

(1) a secured party sends to the debtor and any secondary obligor a signed notification of disposition; or

(2) the debtor and any secondary obligor waive the right to notification.

(b) *Notification of disposition required.* Except as otherwise provided in subsection (d), a secured party that disposes of collateral under Section 9-610 shall send to the persons specified in subsection (c) a reasonable signed notification of disposition.

(c) *Persons to be notified.* To comply with subsection (b), the secured party shall send a signed notification of disposition to:

(1) the debtor;

(2) any secondary obligor; and

(3) if the collateral is other than consumer goods:

(i) any other person from which the secured party has received, before the notification date, a signed notification of a claim of an interest in the collateral;

(ii) any other secured party or lienholder that, 14 calendar days before the notification date, held a security interest in or other lien on the collateral perfected by the filing of a financing statement that:

(A) identified the collateral;

(B) was indexed under the debtor's name as of that date; and

(C) was filed in the office in which to file a financing statement against the debtor covering the collateral as of that date; and

(iii) any other secured party that, 14 calendar days before the notification date, held a security interest in the collateral perfected by compliance with other applicable law (Section 510.6-6).

(d) *Subsection (b) inapplicable: perishable collateral; recognized market.* Subsection

(b) does not apply if the collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market.

(e) *Compliance with subsection (c)(3)(ii).* A secured party complies with the requirement for notification prescribed by subsection (c)(3)(ii) if:

(i) not later than 20 calendar days or earlier than 30 calendar days before the notification date, the secured party requests, in a commercially reasonable manner, information concerning financing statements indexed under the debtor's name in the office indicated in subsection (c)(3)(B); and

(ii) before the notification date, the secured party:

(A) did not receive a response to the request for information; or

(B) received a response to the request for information and sent a signed notification of disposition to each secured party or other lienholder named in that response whose financing statement covered the collateral.

510.9-12. *Timeliness of Notification Before Disposition of Collateral.*

(a) *Reasonable time is question of fact.* Except as otherwise provided in subsection (b), whether a notification is sent within a reasonable time is a question of fact.

(b) *Safe harbors for sufficiency of time.* Unless a specific time for sending a notification of disposition is established by the court, a notification of disposition is sent within a reasonable time before the disposition when it is sent after default and:

(i) in a consumer transaction, twenty (20) calendar days or more before the earliest time of disposition set forth in the notification; or

(ii) in all other transactions, ten (10) calendar days or more before the earliest time of disposition set forth in the notification.

510.9-13. *Contents and Form of Notification Before Disposition of Collateral.*

(a) *Disposition of collateral.* The following rules apply to notification before disposition of collateral:

(1) The contents of a notification of disposition are sufficient if the notification:

- (i) describes the debtor and the secured party;
- (ii) describes the collateral that is the subject of the intended disposition;
- (iii) states the method of intended disposition;
- (iv) states that the debtor is entitled to an accounting of the unpaid indebtedness and states the charge, if any, for an accounting;
- (v) states the time and place of a public disposition or the time after which any other disposition is to be made;
- (vi) describes any liability for a deficiency by the person receiving the notice; and
- (vii) states a telephone number or mailing address from which additional information concerning redemption, disposition and the obligation secured is available.

(b) Whether the contents of a notification that lacks any of the information specified in paragraph (1) are nevertheless sufficient is a question of fact.

(c) The contents of a notification providing substantially the information specified in paragraph (1) are sufficient, even if the notification includes:

- (1) information not specified by that paragraph; or
- (2) minor errors that are not seriously misleading.

(d) A particular phrasing of the notification is not required.

510.9-14. *Application of Proceeds of Disposition; Liability for Deficiency and Right to Surplus.*

(a) *Application of proceeds.* A secured party shall apply or pay over for application the cash proceeds of disposition under Section 510.9-10 in the following order to:

- (1) the reasonable expenses of retaking, holding, preparing for disposition, processing, and disposing, and, to the extent provided for by agreement and not prohibited by law, reasonable attorney's fees and legal expenses incurred by the secured party;
- (2) the satisfaction of obligations secured by the security interest or agricultural lien under which the disposition is made;
- (3) the satisfaction of obligations secured by any subordinate security interest in or other subordinate lien on the collateral if:
  - (i) the secured party receives from the holder of the subordinate security interest or other lien a signed demand for proceeds before distribution of the proceeds is completed; and
  - (ii) in a case in which a consignor has an interest in the collateral, the subordinate security interest or other lien is senior to the interest of the consignor; and

(4) a secured party that is a consignor of the collateral if the secured party receives from the consignor a signed demand for proceeds before distribution of the proceeds is completed.

(b) *Proof of subordinate interest.* If requested by a secured party, a holder of a subordinate security interest or other lien shall furnish reasonable proof of the interest or lien within a reasonable time. Unless the holder does so, the secured party need not comply with the holder's demand under subsection (a)(3).

(c) *Application of noncash proceeds.* A secured party need not apply or pay over for application noncash proceeds of disposition under Section 510.9-10 unless the failure to do so would be commercially unreasonable. A secured party that applies or pays over for application noncash proceeds shall do so in a commercially reasonable manner.

(d) *Surplus or deficiency if obligation secured.* If the security interest under which a disposition is made secures payment or performance of an obligation, after making the payments and applications required by subsection (a) and permitted by subsection (c):

(1) unless subsection (a)(4) requires the secured party to apply or pay over cash proceeds to a consignor, the secured party shall account to and pay a debtor for any surplus; and

(2) the obligor is liable for any deficiency.

(e) *Calculation of surplus or deficiency in disposition to secured party or related person.*

Following a disposition to the secured party or a person related to the secured party, the surplus or deficiency is calculated based on the amount of proceeds that would have been realized in a hypothetical disposition complying with this part to a person other than the secured party or a person related to the secured party, if the debtor establishes that the amount of proceeds of the actual disposition is significantly below the range of proceeds that would have been brought by the hypothetical disposition. In this section, a secondary obligor is a person related to the secured party.

(f) *Cash proceeds received by junior secured party.* A secured party that receives cash proceeds of a disposition in good faith and without knowledge that the receipt violates the rights of the holder of a security interest or other lien that is not subordinate to the security interest or agricultural lien under which the disposition is made:

(1) takes the cash proceeds free of the security interest or other lien;

(2) is not obligated to apply the proceeds of the disposition to the satisfaction of obligations secured by the security interest or other lien; and

(3) is not obligated to account to or pay the holder of the security interest or other lien for any surplus.

#### 510.9-15. *Explanation of Calculation of Surplus or Deficiency.*

(a) *Explanation of calculation.* In a consumer transaction, a secured party must provide the debtor or consumer obligor a reasonably detailed explanation in a record of the manner in which any surplus or deficiency was calculated if the debtor or consumer obligor demands such an explanation or, in any event, 10 tribal business days before commencing an action for a deficiency.



(b) *Charges for responses.* Each debtor or consumer obligor is entitled without charge to one response to a request under this section during any six-month period in which the secured party did not send to the debtor or consumer obligor an explanation pursuant to subsection (b)(1). The secured party may require payment of a charge not exceeding \$25 for each additional response.

510.9-16. *Rights of Transferee of Collateral.*

(a) *Effects of disposition.* A secured party's disposition of collateral after default:

- (1) transfers to a transferee for value all of the debtor's rights in the collateral;
- (2) discharges the security interest under which the disposition is made; and
- (3) discharges any subordinate security interest or other subordinate lien.

(b) *Rights of good-faith transferee.* A transferee that acts in good faith takes free of the rights and interests described in subsection (a), even if the secured party fails to comply with this Law or the requirements of any judicial proceeding.

(c) *Rights of other transferee.* If a transferee does not take free of the rights and interests described in subsection (a), the transferee takes the collateral subject to:

- (1) the debtor's rights in the collateral;
- (2) the security interest or agricultural lien under which the disposition is made; and
- (3) any other security interest or other lien.

510.9-17. *Rights and Duties of Certain Secondary Obligors.*

(a) *Rights and duties of secondary obligor.* A secondary obligor acquires the rights and becomes obligated to perform the duties of the secured party after the secondary obligor:

- (1) receives an assignment of a secured obligation from the secured party;
- (2) receives a transfer of collateral from the secured party and agrees to accept the rights and assume the duties of the secured party; or
- (3) is subrogated to the rights of a secured party with respect to collateral.

(b) *Effect of assignment, transfer, or subrogation.* An assignment, transfer, or subrogation described in subsection (a):

- (1) is not a disposition of collateral under Section 510.9-10; and
- (2) relieves the secured party of further duties under this Law.

510.9-18. *Transfer of Record or Legal Title*

(a) "Transfer statement." In this section, "transfer statement" means a record signed by a secured party stating:

- (1) that the debtor has defaulted in connection with an obligation secured by specified collateral;
- (2) that the secured party has exercised its post-default remedies with respect to the collateral;
- (3) that, by reason of the exercise, a transferee has acquired the rights of the debtor in the collateral; and
- (4) the name and mailing address of the secured party, debtor, and transferee.

(b) *Effect of transfer statement.* A transfer statement entitles the transferee to the transfer of record of all rights of the debtor in the collateral specified in the statement in any official filing, recording, registration, or certificate-of-title system covering the collateral. If a transfer statement is presented with the applicable fee and request form to the official or office responsible for maintaining the system, the official or office shall:

- (1) accept the transfer statement;
- (2) promptly amend its records to reflect the transfer; and
- (3) if applicable, issue a new appropriate certificate of title in the name of the transferee.

(c) *Transfer not a disposition; no relief of secured party's duties.* A transfer of the record or legal title to collateral to a secured party under subsection (b) or otherwise is not of itself a disposition of collateral under this Law and does not of itself relieve the secured party of its duties under this Law.

510.9-19. *Acceptance of Collateral in Full or Partial Satisfaction of Obligation; Notification of Proposal; Effect of Acceptance; Compulsory Disposition of Collateral.*

(a) *Proposal to accept collateral in full or partial satisfaction of obligation.* Except as provided in subsection (e), a secured party may, after default, propose to retain the collateral in full satisfaction of the obligation it secures or, in a transaction other than a consumer transaction, in partial satisfaction of such obligation.

(b) *Notification of proposal to accept collateral.* A secured party shall send notice of a proposal under subsection (a) to:

- (1) the debtor;
- (2) any person from whom the secured party has received, before the debtor consented to the acceptance, a signed notification of a claim of an interest in the collateral;
- (3) any person that, 14 calendar days before the debtor consented to the acceptance, held a security interest in or other lien on the collateral perfected by means of a financing statement or compliance with other law that makes the interest reasonably discoverable; and
- (4) if the proposal is for partial satisfaction of the obligation, any secondary obligor.

(c) *Conditions to acceptance.* A proposal under this section is not effective unless it is covered by subsection (a) and:

- (1) the debtor consents to the acceptance in a record signed after default and if the record consists of a form supplied by the secured party, the term expressing consent is separately signed by the debtor;
- (2) no other person specified in subsection (b), and no other person holding an interest in the collateral subject to the secured party's interest, objects to the acceptance within 14 tribal business days after notification was sent; and

(3) if the collateral is consumer goods, the collateral is not in the possession of the debtor when the debtor consents to the acceptance.

(d) *Effect of acceptance.* A secured party's acceptance of collateral pursuant to this section:

(1) discharges the obligation to the extent consented to by the debtor;

(2) transfers to the secured party all of the debtor's rights in the collateral;

(3) discharges the security interest or agricultural lien that is the subject of the debtor's consent, and any security interest or other lien or interest that is subordinate thereto, even if the secured party accepting the collateral fails to comply with this article.

(4) *Mandatory disposition of consumer goods.* A secured party that has taken possession of collateral shall dispose of the collateral pursuant to Sections 510.9-10 through 510.9-16 if: 60 percent of the cash price has been paid in the case of a purchase-money security interest in consumer goods; or

(5) 60 percent of the principal amount of the obligation secured has been paid in the case of a non-purchase-money security interest in consumer goods.

(e) A disposition under subsection (e) must be made no later than 90 calendar days after taking possession, or within any longer period to which the debtor and all secondary obligors have agreed in an agreement to that effect entered into and signed after default.

#### 510.9-20. *Right to redeem collateral.*

(a) *Persons that may redeem.* A debtor, any secondary obligor, or any other secured party or lienholder may redeem collateral.

(b) *Requirements for redemption.* To redeem collateral, a person shall tender:

(1) fulfillment of all obligations secured by the collateral; and

(2) the reasonable expenses and attorney's fees described in Section 510.9-15(a)(1), dealing with application of proceeds of disposition.

(c) *When redemption may occur.* A redemption may occur at any time before a secured party:

(1) has collected collateral under Section 510.9-7;

(2) has disposed of collateral or entered into a contract for its disposition under Section 510.9-10; or

(3) has accepted collateral in full or partial satisfaction of the obligation it secures under Section 510.9-17.

#### 510.9-21. *Waiver.*

(a) *Waiver of disposition notification.* A debtor or secondary obligor may waive the right to notification of disposition of collateral under Section 510.9-11 only by an agreement to that effect entered into and signed after default.

(b) *Waiver of mandatory disposition.* A debtor may waive the right to require disposition of collateral under Section 510.9-17(e), which deals with mandatory disposition of consumer goods, only by an agreement to that effect entered into and signed after default.

(c) *Waiver of redemption right.* In a transaction other than a consumer transaction, a debtor or secondary obligor may waive the right to redeem collateral under Section 510.9-20 only by an agreement to that effect entered into and signed after default. In a consumer transaction, a debtor or secondary obligor may not waive such right.

Section/Subpart 2. Noncompliance with Act/Code/Law.

510.9-22. *Remedies for Secured Party's Failure to Comply with Act/Code/Law*

(a) *Judicial orders concerning noncompliance.* If it is established that a secured party is not proceeding in accordance with this Law, a court may order or restrain collection, enforcement, or disposition of collateral on appropriate terms and conditions.

(b) *Damages for noncompliance.* Subject to subsections (c), (d), and (f), a person is liable for damages in the amount of any loss caused by a failure to comply with this Law. Loss caused by a failure to comply may include loss resulting from the debtor's inability to obtain, or increased costs of, alternative financing.

(c) *Persons entitled to recover damages; statutory damages where collateral is consumer goods.* Except as otherwise provided in Section 510.9-25, which deals with the nonliability and limitations on liability of a secured party and the liability of a secondary obligor:

(1) a person that, at the time of the failure, was a debtor, was an obligor, or held a security interest in or other lien on the collateral may recover damages under subsection (b) for its loss; and

(2) if the collateral is consumer goods, a person that was a debtor or a secondary obligor at the time a secured party failed to comply with this part may recover for that failure in any event an amount not less than the credit service charge plus 10 percent of the principal amount of the obligation or the time-price differential plus 10 percent of the cash price.

(d) *Recovery when deficiency eliminated or reduced.* A debtor whose deficiency is eliminated under Section 510.9-23, which deals with actions in which a deficiency or surplus is in issue, may recover damages for the loss of any surplus.

(e) *Statutory damages: noncompliance with specified provisions.* In addition to any damages recoverable under subsection (b), the debtor, consumer obligor, or person named as a debtor in a filed record, as applicable, may recover \$500 in each case from a person that:

(1) fails to comply with the provisions of this Law dealing with additional duties of a secured party having control of an investment account (Section 510.5-5(b));

(2) fails to comply with the provisions of this Law dealing with duties of a secured party if an account debtor has been notified of assignment (Section 510.5-5(c);

(3) files a record that the person is not entitled to file under Section 510.8-2(g);

(4) fails to file, cause to be filed or send a termination statement as required by Section 510.8-2(f);

(5) fails to comply with the provisions of this Law dealing with explanations of calculations of surplus or deficiency (Section 510.9-16(a)), and whose failure is part of a pattern, or consistent with a practice, of noncompliance.

(f) *Statutory damages: noncompliance with the provisions of this Law dealing with a request for an accounting.* A debtor or consumer obligor may recover damages under subsection (b) and, in addition, \$500 in each case from a person that, without reasonable cause, fails to comply with a request for an accounting (Section 510.5-7). A recipient of a request under Section 510.5-7 which never claimed an interest in the collateral or obligations that are the subject of a request under that section has a reasonable excuse for failure to comply with the request within the meaning of this subsection.

(g) *Limitation of security interest: noncompliance with Law.* If a secured party fails to comply with a request regarding a list of collateral or a statement of account under Section 510.5-7, the secured party may claim a security interest only as shown in the list or statement included in the request as against a person that is reasonably misled by the failure.

510.9-23. *Action in Which Deficiency or Surplus is an Issue.* In an action in which the amount of deficiency or surplus is an issue, the following rules apply:

(a) A secured party need not prove compliance with the provisions of this part relating to collection, enforcement, disposition, or acceptance unless the debtor or a secondary obligor places the secured party's compliance in issue.

(b) If the secured party's compliance is placed in issue, the secured party has the burden of establishing that the collection, enforcement, disposition, or acceptance was conducted in accordance with this part.

(c) If, with respect to a consumer transaction, a secured party fails to prove that a collection was conducted in accord with Section 510.9-7(b) or that a disposition was conducted in accordance with Section 510.9-10(b), or fails to comply with Section 510.9-9(c) or 510.9-23, the proceeds of the collection or disposition fully satisfy the sum of the secured obligation, expenses, and allowable attorney's fees.

(d) Except as provided in paragraph (3) or in Section 510.9-28, if a secured party fails to prove that the collection, enforcement, disposition, or acceptance was conducted in accordance with the provisions of this part relating to collection, enforcement, disposition, or acceptance, the liability of a debtor or a secondary obligor for a deficiency is subject to setoff for an amount as stated in Section 510.9-25(b), which may be measured by the amount recovered for conversion of collateral.

(e) For purposes of paragraph (4), the liability of the debtor or a secondary obligor is calculated on the presumption that the proceeds of disposition equal the sum of the secured obligation, expenses, and allowable attorney's fees, but the secured party may rebut the presumption.

510.9-24. *Determination of Whether Conduct was Commercially Reasonable.*



(a) *Greater amount obtainable under other circumstances; no preclusion of commercial reasonableness.* The fact that a greater amount could have been obtained by a collection, enforcement, disposition, or acceptance at a different time or in a different method from that selected by the secured party is not of itself sufficient to preclude the secured party from establishing that the collection, enforcement, disposition, or acceptance was made in a commercially reasonable manner.

(b) *Dispositions that are commercially reasonable.* A disposition of collateral is made in a commercially reasonable manner if the disposition is made:

- (1) in the usual manner on any recognized market;
- (2) at the price current in any recognized market at the time of the disposition; or otherwise in conformity with reasonable commercial practices among dealers in
- (3) the type of property that was the subject of the disposition.

(c) *Approval by court or on behalf of creditors.* A collection, enforcement, disposition, or acceptance is commercially reasonable if it has been approved:

- (1) in a judicial proceeding;
- (2) by a bona fide creditors' committee;
- (3) by a representative of creditors; or
- (4) by an assignee for the benefit of creditors.

(d) Such approval need not be obtained, and lack of approval does not mean that the collection, enforcement, disposition, or acceptance is not commercially reasonable.

#### 510.9-25. *Nonliability and Limitation on Liability of Secured Party; Liability of Secondary Obligor.*

(a) *Limitation of liability of secured party for noncompliance with Law.* Unless a secured party knows that a person is a debtor or obligor, knows the identity of the person, and knows how to communicate with the person:

- (1) the secured party is not liable to the person, or to a secured party or lienholder that has filed a financing statement against the person, for failure to comply with this Law; and
- (2) the secured party's failure to comply with this Law does not affect the liability of the person for a deficiency.

(b) *Limitation of liability based on status as secured party.* A secured party is not liable because of its status as secured party:

- (1) to a person that is a debtor or obligor, unless the secured party knows:
  - (i) that the person is a debtor or obligor;
  - (ii) the identity of the person; and
  - (iii) how to communicate with the person; or
- (2) to a secured party or lienholder that has filed a financing statement against a person, unless the secured party knows:
  - (i) that the person is a debtor; and

(ii) the identity of the person.

(c) *Limitation of liability if reasonable belief that transaction not a consumer transaction or collateral is not consumer goods.* A secured party is not liable to any person, and a person's liability for a deficiency is not affected, because of any act or omission arising out of the secured party's reasonable belief that a transaction is not a consumer transaction or that goods are not consumer goods, if the secured party's belief is based on its reasonable reliance on:

(1) a debtor's representation concerning the purpose for which collateral was to be used, acquired, or held; or

(2) an obligor's representation concerning the purpose for which a secured obligation was incurred.

(d) *Limitation of liability for statutory damages.* A secured party is not liable to any person under Section 510.9-25(c)(2), which deals with statutory damages where the collateral is consumer goods, for its failure to comply with Section 510.9-16, which deals with explanations of calculations of surplus or deficiency.

(e) *Limitation of multiple liability for statutory damages.* A secured party is not liable under Section 510.9-23(c)(2), which deals with statutory damages where the collateral is consumer goods, more than once with respect to any one secured obligation.

510.9-26. *Attorney's Fees in Certain Transactions.* If the secured party's compliance with this Law is placed in issue in an action, the following rules apply:

(a) If the secured party would have been entitled by agreement to attorney's fees as the prevailing party, and the original principal amount of the indebtedness secured does not exceed \$25,000, a debtor or obligor prevailing on the issue is entitled to the costs of the action and reasonable attorney's fees.

(b) In other cases, the court may award to a consumer debtor or consumer obligor prevailing on that issue the costs of the action and reasonable attorney's fees.

(c) In determining the attorney's fees, the amount of the recovery on behalf of the prevailing debtor or obligor is not a controlling factor.

## **510.10. Miscellaneous Provisions**

510.10-1. *Severability.*

SECTION 9-701. SEVERABILITY. If any provision of this Law or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this Law which can be given effect without the invalid provision or application, and to this end the provisions of this Law are severable.

SECTION 9-702. EFFECTIVE DATE. This Law takes effect

*End.*



Legislative Operating Committee  
February 4, 2026

## Petition: G. Powless-Buenrostro – Accountability Measures for BC and BCCs #2025-04

**Submission Date:** 1/7/26

**LOC Sponsor:** Jameson Wilson

**Summary:** *On December 9, 2025, the Petition: G. Powless-Buenrostro - Accountability Measure Options for BC and BCC's #2025-04 ("the Petition") was submitted to the Government Administrative Office by Gina Powless-Buenrostro and has since been verified by the Oneida Trust Enrollment Department on December 11, 2025. On December 19, 2025, the Oneida Business Committee acknowledged receipt of this Petition and directed the Legislative Reference Offices to complete a statement of effect with status updates to be submitted for the February 11, 2026, regular Oneida Business Committee meeting agenda and the first Oneida Business committee meeting of the month thereafter or until the final documents are submitted. On January 7, 2026, the Legislative Operating Committee added the Petition to the Active Files List to be worked on by the Legislative Reference Office. This petition calls for a special General Tribal Council (GTC) meeting to be called to consider the following: In the spirit of transparency, and aligning with the Oneida Nation's laws governing Boards, Commissions and Committees, General Tribal Council (G.T.C.) is deserving of full transparency regarding the conduct and behaviors of ELECTED OFFICIALS in the course of their official duties, with regards to public perception outside the course of their OFFICIAL DUTIES. The Oneida Business Committee is hereby directed to bring back to G.T.C. a process that allows Boards, Committees and Commission to discipline members of their Board including the Oneida Business Committee. The actions and behaviors shall start with suspensions up to 30 days with no pay. G.T.C. recognizing that currently the Nation's only form of disciplinary action for ELECTED OFFICIALS is REMOVAL, which is an arduous, difficult and a lengthy process. Policies and laws currently within the Oneida Nation do not address discipline other than REMOVAL. Therefore, we the belowed signed want more options for the accountability measures and potential corrective actions of our leadership.*

**12/19/25 OBC:** Motion by Lisa Liggins to acknowledge receipt of the petition from Gina Powless-Buenrostro regarding Accountability Measure Options for the Oneida Business Committee and Boards, Committees and Commissions; to direct the BC Direct Report Offices to complete and submit their administrative impact statements of the petition to the Tribal Secretary mailbox by Friday, January 9, 2026; and to direct the Law, Finance, and Legislative Reference Offices to complete, respectively, the legal review, fiscal impact statement and statement of effect with status updates to be submitted for the February 11, 2026, regular Business Committee meeting



agenda and the first Business committee meeting of the month thereafter or until the final documents are submitted, seconded by Jonas Hill. Motion carried.

**1/7/26 LOC:** Motion by Jennifer Webster to add the Petition: G. Powless-Buenrostro – Accountability Measure Options for BC and BCC's #2025-04 to the Active Files List with Jameson Wilson as the sponsor; seconded by Jonas Hill. Motion carried unanimously.

**Next Steps:**

- Accept the statement of effect status update memorandum for the Petition: G. Powless-Buenrostro - Accountability Measure Options for BC and BCC's #2025-04.



TO: Oneida Business Committee  
 FROM: Clorissa N. Leeman, Legislative Reference Office, Senior Staff Attorney  
 DATE: February 4, 2026  
 RE: Petition: G. Powless-Buenrostro - Accountability Measure Options for BC and BCC's #2025-04

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On December 9, 2025, the Petition: G. Powless-Buenrostro - Accountability Measure Options for BC and BCC's #2025-04 ("the Petition") was submitted to the Government Administrative Office by Gina Powless-Buenrostro and has since been verified by the Oneida Trust Enrollment Department on December 11, 2025. On December 19, 2025, the Oneida Business Committee acknowledged receipt of this Petition and directed the Legislative Reference Offices to complete a statement of effect with status updates to be submitted for the February 11, 2026, regular Oneida Business Committee meeting agenda and the first Oneida Business committee meeting of the month thereafter or until the final documents are submitted. On January 7, 2026, the Legislative Operating Committee added the Petition to the Active Files List to be worked on by the Legislative Reference Office.

The Legislative Reference Office is currently working on the development of the statement of effect for this Petition and will provide a statement of effect to the Oneida Business Committee at an upcoming meeting.

### **Requested Action**

Accept the status update regarding the statement of effect for the Petition: G. Powless-Buenrostro - Accountability Measure Options for BC and BCC's #2025-04.



Legislative Operating Committee  
February 4, 2026

# Petition: G. Powless-Buenrostro – Amend Administrative Rulemaking Law #2025-05

**Submission Date:** 1/7/26

**LOC Sponsor:** Jameson Wilson

**Summary:** *On December 9, 2025, the Petition: G. Powless-Buenrostro – Amend Administrative Rulemaking Law #2025-05 (“the Petition”) was submitted to the Government Administrative Office by Gina Powless-Buenrostro and has since been verified by the Oneida Trust Enrollment Department on December 11, 2025. On December 19, 2025, the Oneida Business Committee acknowledged receipt of this Petition and directed the Legislative Reference Offices to complete a statement of effect with status updates to be submitted for the February 11, 2026, regular Oneida Business Committee meeting agenda and the first Oneida Business committee meeting of the month thereafter or until the final documents are submitted. On January 7, 2026, the Legislative Operating Committee added the Petition to the Active Files List to be worked on by the Legislative Reference Office. This petition calls for a special General Tribal Council (GTC) meeting to be called to consider the following: In the spirit of transparency, directly affecting General Tribal Council (G.T.C.) and giving G.T.C. their voice and authority back, whose voice has been silenced with the Administrative Rule Making Law, Title 1, Government and Finance-Chapter 106. G.T.C. is requesting action to be taken to amend the above mentioned law specifically, 106.8, “General Tribal Council shall have the final authority in adopting all proposed Rules or DENY the adoption of proposed Rules.” This action will eliminate the Oneida Business Committee role in making and approving their own laws. This action will start the process of RESTORING the voice of General Tribal Council, and effectually RESTORING the authority of GENERAL TRIBAL COUNCIL that has been in place since 1936 when the Oneida Constitution was adopted by G.T.C. The passage of this petition and restoration of G.T.C.’s authority shall supercede actions taken by the Oneida Business Committee effective immediately. Any laws, rules made through the Administrative Rulemaking process shall come back to G.T.C. for adoption or Denial.*

**12/19/25 OBC:** Motion by Lisa Liggins to acknowledge receipt of the petition from Gina Powless-Buenrostro regarding Amend Administrative Rulemaking Law; to direct the BC Direct Report Offices to complete and submit their administrative impact statements of the petition to the Tribal Secretary mailbox by Friday, January 9, 2026; and to direct the Law, Finance, and Legislative Reference Offices to complete, respectively, the legal review, fiscal impact statement and statement of effect with status updates to be submitted for the February 11, 2026, regular Business Committee meeting agenda and the first Business committee meeting of the month thereafter or until the final documents are submitted, seconded by Jonas Hill. Motion carried.

**1/7/26 LOC:** Motion by Jennifer Webster to add the Petition: G. Powless-Buenrostro – Amend the Administrative Rule Making Law #2025-05 to the Active Files List with Jameson Wilson as the sponsor; seconded by Jonas Hill. Motion carried unanimously.

**Next Steps:**

- Accept the statement of effect status update memorandum for the Petition: G. Powless-Buenrostro – Amend Administrative Rulemaking Law #2025-05.

TO: Oneida Business Committee  
 FROM: Clorissa N. Leeman, Legislative Reference Office, Senior Staff Attorney  
 DATE: February 4, 2026  
 RE: Petition: G. Powless-Buenrostro – Amend Administrative Rulemaking Law #2025-05



On December 9, 2025, the Petition: G. Powless-Buenrostro - Amend Administrative Rulemaking Law #2025-05 (“the Petition”) was submitted to the Government Administrative Office by Gina Powless-Buenrostro and has since been verified by the Oneida Trust Enrollment Department on December 11, 2025. On December 19, 2025, the Oneida Business Committee acknowledged receipt of this Petition and directed the Legislative Reference Offices to complete a statement of effect with status updates to be submitted for the February 11, 2026, regular Oneida Business Committee meeting agenda and the first Oneida Business committee meeting of the month thereafter or until the final documents are submitted. On January 7, 2026, the Legislative Operating Committee added the Petition to the Active Files List to be worked on by the Legislative Reference Office.

The Legislative Reference Office is currently working on the development of the statement of effect for this Petition and will provide a statement of effect to the Oneida Business Committee at an upcoming meeting.

### **Requested Action**

Accept the status update regarding the statement of effect for the Petition: G. Powless-Buenrostro - Amend Administrative Rulemaking Law #2025-05.



## HANDOUT

**Oneida Nation**  
 Oneida Business Committee  
 Legislative Operating Committee  
 PO Box 365 • Oneida, WI 54115-0365  
[Oneida-nsn.gov](http://Oneida-nsn.gov)



# **Legislative Operating Committee Fiscal Year 2026 First Quarter Report October 2025 – December 2025**

## **Legislative Operating Committee Strategic Directions**

The Legislative Operating Committee completed strategic planning and set forth the following strategic directions to provide clarity and direction on the Legislative Operating Committee's legislative efforts during the 2023-2026 legislative term:

- Improving relationships through communication;
- Improving internal processes and strategy;
- Educating and engaging stakeholders, including youth; and
- Implementing efficient use of technology.

## **Legislative Operating Committee Action on Legislative Requests**

During the FY26 First Quarter the Legislative Operating Committee added three (3) legislative items to its Active Files List. The Legislative Operating Committee denied zero (0) legislative items during the FY26 First Quarter. The Legislative Operating Committee accepted one (1) request as information.

On December 3, 2025, the Legislative Operating Committee added the Petition: K. Schultz-General Welfare Assistance Payment to Membership #2025-03, Plastic Free law, and the Time and Attendance for Elected Officials to its Active Files List. At this meeting the Legislative Operating Committee accepted the referendum directive for the research and development of an Oneida Language law as information, noting that the Oneida Language law is already on the Active Files List.

## **FY26 First Quarter Legislative Accomplishments**

During the FY26 First Quarter the Legislative Operating Committee did not bring forward any legislative items for amendment or adoption.

## **FY26 First Quarter Administrative Accomplishments**

During the FY26 First Quarter the Legislative Operating Committee did not bring forward any administrative accomplishments

## **FY26 First Quarter Community Outreach Efforts**

The Legislative Operating Committee did not hold any community outreach events during the FY26 First Quarter.

## **FY26 First Quarter Legislative Highlights**

The Legislative Operating Committee would like to highlight its work on the following legislative items during the FY26 First Quarter:

### **Boards, Committees, and Commissions Law Amendments**

This item is sponsored by Kirby Metoxen. The Legislative Operating Committee held one (1) work meeting during the FY26 First Quarter regarding this legislative matter.

### **Budget and Finances Law Amendments**

This item is sponsored by Jennifer Webster. The Legislative Operating Committee held one (1) work meeting during the FY26 First Quarter regarding this legislative matter. On October 15, 2025, the Legislative Operating Committee approved the draft of the proposed amendments to the Budget and Finances law. On November 5, 2025, the Legislative Operating Committee approved the updated draft and legislative analysis of the proposed amendments to the Budget and Finances law. On December 17, 2025, the Legislative Operating Committee approved the public meeting packet and schedule a public meeting for the proposed Budget and Finances Law Amendments to be held on February 12, 2026.

### **Code of Ethics Amendments**

This item is sponsored by Jennifer Webster. The Legislative Operating Committee held three (3) work meetings during the FY26 First Quarter regarding this legislative matter.

### **Elder Protection Law**

This item is sponsored by Jennifer Webster and Marlon Skenandore. The Legislative Operating Committee held five (5) work meetings during the FY26 First Quarter regarding this legislative matter.

### **Eviction and Termination Law Amendments**

This item is sponsored by Jonas Hill. The Legislative Operating Committee held one (1) work meeting during the FY25 Fourth Quarter regarding this legislative matter. On November 5, 2025, the Legislative Operating Committee approved the draft of the proposed amendments to the Eviction and Termination law.

### **Furlough Law Amendments**

This item is sponsored by Jennifer Webster. The Legislative Operating Committee held one (1) work meeting during the FY26 First Quarter regarding this legislative matter.

### **Higher Education Scholarship Law**

This item is sponsored by Jameson Wilson. On September 3, 2025, the Legislative Operating Committee approved the draft Higher Education Scholarship law. On October 1, 2025, the Legislative Operating Committee approve the updated draft Higher Education Grant law and public meeting packet for the Higher Education Grant law and schedule a public meeting to be held on November 14, 2025. The public meeting was held on November 14, 2025, and two (2)

individuals provided oral comments during the public meeting. The public comment period was then held open until November 21, 2025, and one (1) individual provided written comments. On December 17, 2025, the Legislative Operating Committee accepted the public comments and public comment memorandum and defer to a work meeting for further consideration.

### **Hunting, Fishing, and Trapping Law Amendments**

This item is sponsored by Jonas Hill. The Legislative Operating Committee held three (3) work meetings during the FY26 First Quarter regarding this legislative matter. On November 5, 2025, the Legislative Operating Committee approved the updated public comment review memo, draft, and legislative analysis; and approved the fiscal impact statement request memorandum and forwarded these items to the Finance Department directing that a fiscal impact statement be prepared and submitted to the LOC by November 21, 2025. The fiscal impact statement was received from the Finance Department on November 20, 2025. On December 17, 2025, the Legislative Operating Committee approved the adoption packet for the proposed amendment to the Hunting, Fishing, and Trapping Law and forwarded the adoption packet to the Oneida Business Committee for consideration.

### **Independent Contractor Policy Amendments**

This item is sponsored by Jonas Hill. The Legislative Operating Committee held one (1) work meeting during the FY26 First Quarter regarding this legislative matter. On October 15, 2025, the Legislative Operating Committee held a public meeting for the proposed amendments to the Independent Contractor law, and no one provided public comment. The public comment period was then held open until October 22, 2025, and one (1) individual provided written comments. On November 5, 2025, the Legislative Operating Committee accepted the public comments and the public comment review memorandum and deferred these items to a work meeting for further consideration. On December 17, 2025, the Legislative Operating Committee accepted the updated public comment review memorandum, draft, legislative analysis; and approved the fiscal impact statement request memorandum and forwarded the materials to the Finance Department directing that a fiscal impact statement be prepared and submitted to the LOC by January 5, 2026.

### **Marriage Law Amendments**

This item is sponsored by Jennifer Webster. The Legislative Operating Committee held one (1) work meeting during the FY26 First Quarter regarding this legislative matter.

### **Public Use of Tribal Land Law Amendments**

This item is sponsored by Jonas Hill. The Legislative Operating Committee held two (2) work meetings during the FY26 First Quarter regarding this legislative matter. On October 15, 2025, the Legislative Operating Committee held a public meeting for the proposed amendments to the Public Use of Tribal Land law, and one (1) person provided public comment. The public comment period was then held open until October 22, 2025, and zero (0) individuals provided written comments. On November 5, 2025, the Legislative Operating Committee accepted the public comments and the public comment review memorandum and deferred these items to a work meeting for further



consideration. On December 17, 2025, the Legislative Operating Committee approve the updated public comment review memorandum, draft, and legislative analysis; and approved the Fiscal Impact Statement request memorandum and forwarded these items to the Finance Department to be completed and submitted to the Legislative Operating Committee by January 15, 2026.

### **Real Property Law Amendments**

This item is sponsored by Jameson Wilson. The Legislative Operating Committee held one (1) work meeting during the FY26 First Quarter regarding this legislative matter. On October 1, 2025, the Legislative Operating Committee accepted the legislative analysis and public meeting packet for the proposed amendments to the Real Property Law and scheduled a public meeting to be held on November 14, 2025. On November 14, 2025, the Legislative Operating Committee held a public meeting for the proposed amendments to the Real Property law, and two (2) individuals provided public comment. The public comment period was then held open until November 21, 2025, and four (4) individuals provided written comments. On December 17, 2025, the Legislative Operating Committee to accepted the public comments and public comment memorandum and deferred these items to work meeting for further consideration.

### **Recycling and Solid Waste Disposal Law Amendments**

This item is sponsored by Kirby Metoxen and Jonas Hill. The Legislative Operating Committee held one (1) work meeting during the FY26 First Quarter regarding this legislative matter. On November 5, 2025, the Legislative Operating Committee approved the draft of the Recycling and Solid Waste Disposal law amendments and directed the Legislative Reference Office to complete a legislative analysis. On December 17, 2025, the Legislative Operating Committee approved the public meeting packet and scheduled a public meeting for the proposed Recycling and Solid Waste Disposal law amendments to be held on February 12, 2026.

### **Ten Day Notice Policy Amendments**

This item is sponsored by Jennifer Webster. The Legislative Operating Committee held one (1) work meeting during the FY26 First Quarter regarding this legislative matter.

### **Tribal Sovereignty in Data Research Law**

This item is sponsored by Jennifer Webster. The Legislative Operating Committee held one (1) work meeting during the FY26 First Quarter regarding this legislative matter.

### **Two Spirit Inclusion Law**

This item is sponsored by Jennifer Webster. On December 5, 2025, the UWGB Pride Center presented the Legislative Operating Committee with a “Safe Ally” training – the training highlighted several important historical events, talked about pronouns, “safer” spaces. Nicole also gave the group a Safe Ally Toolkit, which has a list of resources: videos, books, documentaries, films, shows, podcasts, links to additional resources.

**Uniform Commercial Code**

This item is sponsored by Jameson Wilson. The Legislative Operating Committee held two (2) work meetings during the FY26 First Quarter regarding this legislative matter.

**Vendor Licensing Law Amendments**

This item is sponsored by Jonas Hill. The Legislative Operating Committee held one (1) work meeting during the FY26 First Quarter regarding this legislative matter.

**Workplace Violence Law Amendments**

This item is sponsored by Jennifer Webster. The Legislative Operating Committee held one (1) work meeting during the FY26 First Quarter regarding this legislative matter. On October 15, 2025, the Legislative Operating Committee held a public meeting for the proposed amendments to the Workplace Violence law, and zero (0) individuals provided public comment. The public comment period was then held open until October 22, 2025, and two (2) individuals provided written comments. On November 5, 2025, the Legislative Operating Committee accepted the public comments and the public comment review memorandum and deferred these items to a work meeting for further consideration. On December 3, 2025, the Legislative Operating Committee accept the public comment memorandum with the LOC consideration, the updated and final draft, and the Fiscal Impact Statement Request memorandum to be submitted to the Finance Department and to be completed and returned to the LOC by December 17, 2025. The fiscal impact statement was received from the Finance Department on December 11, 2025. On December 17, 2025, the Legislative Operating Committee approved the adoption packet for the proposed amendment to the Workplace Violence Law and forward to the Oneida Business Committee for consideration

**FY26 First Quarter Legislative Operating Committee Meetings**

All Legislative Operating Committee meetings are open to the public and held on the first and First Wednesday of each month, at 9:00 a.m. in the Norbert Hill Center's Business Committee Conference Room and on Microsoft Teams.

The Legislative Operating Committee held the following meetings during the FY26 First Quarter:

- October 1, 2025 – Regular meeting;
- October 15, 2025 – Regular meeting;
- November 5, 2025 – Regular meeting;
- December 3, 2025 – Regular meeting; and
- December 17, 2025 – Regular meeting.

The November 19, 2025, Legislative Operating Committee meeting was canceled.

In addition to attending the Legislative Operating Committee meetings in person, individuals provided the opportunity to attend the Legislative Operating Committee meeting through Microsoft Teams. Anyone who would like to access the Legislative Operating Committee meeting through Microsoft Teams can provide their name, phone number or e-mail address to

[LOC@oneidanation.org](mailto:LOC@oneidanation.org) by the close of business the day before a meeting of the Legislative Operating Committee to receive the link to the Microsoft Teams meeting.

For those who may be unable to attend the Legislative Operating Committee meeting either in person or on Microsoft Teams, an audio recording of the Legislative Operating Committee meeting is made available on the Nation's website after the meeting concludes.

### Goals for FY26 Second Quarter

During the FY26 Second Quarter the Legislative Operating Committee will focus its legislative efforts on the following matters:

- Hold an additional LOC Community meeting;
- Adoption of the Hunting, Fishing, and Trapping Law Amendments;
- Adoption of the Public Use of Tribal Land Law Amendments;
- Adoption of the Workplace Violence Law Amendments;
- Adoption of the Independent Contractor Policy Amendments;
- Adoption of the Real Property Law Amendments; and
- Adoption of the Higher Education Scholarship Law.

### Legislative Reference Office

The Legislative Reference Office's mission is to provide support for the Legislative Operating Committee in developing clear and consistent legislation that reflects the Nation's values, builds upon the Nation's strong foundation, and reaffirms our inherent sovereignty.

In addition to the assisting the Legislative Operating Committee with the development of legislation, the Legislative Reference Office also:

- Drafts statements of effect for Oneida Business Committee and General Tribal Council resolutions;
- Drafts statements of effect for General Tribal Council resolutions petitions;
- Drafts and provides other assistance to various department and entities of the Nation with administrative rulemaking; and
- Manages all other administrative duties and recordkeeping for the Legislative Operating Committee.

During the FY26 First Quarter the Legislative Reference Office was staffed by the following individuals:

- Clorissa N. Leeman, Senior Legislative Staff Attorney.
  - Contact: [cleeman@oneidanation.org](mailto:cleeman@oneidanation.org)
- Carolyn Salutz, Legislative Staff Attorney.
  - Contact: [csalutz@oneidanation.org](mailto:csalutz@oneidanation.org)
- Grace Elliott, Legislative Staff Attorney.
  - Contact: [gelliott@oneidanation.org](mailto:gelliott@oneidanation.org)

## Legislative Operating Committee Contact Information

Feel free to contact the LOC at [LOC@oneidanation.org](mailto:LOC@oneidanation.org) with any questions or comments, or individual LOC members at the following:

- Jameson Wilson, LOC Chairman  
[jwilson@oneidanation.org](mailto:jwilson@oneidanation.org)
- Kirby Metoxen, LOC Vice-Chairman  
[kmetox@oneidanation.org](mailto:kmetox@oneidanation.org)
- Jennifer Webster, LOC Member  
[jwebstel@oneidanation.org](mailto:jwebstel@oneidanation.org)
- Jonas Hill, LOC Member  
[jhill1@oneidanation.org](mailto:jhill1@oneidanation.org)
- Marlon Skenandore, LOC Member  
[mskenan1@oneidanation.org](mailto:mskenan1@oneidanation.org)



*The Legislative Operating Committee from left to right: Kirby Metoxen, Jameson Wilson, Jennifer Webster, Marlon Skenandore, Jonas Hill.*

# February 2026

February 2026

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March 2026

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Feb 2	3 9:30am Boards, Committees, Commissions amendments - work meeting with LOC (Microsoft Teams Meeting; BC_Exec_Conf_Room) - Carolyn A. Salutz	4 8:30am LOC Prep Meeting (Microsoft Teams Meeting; BC_Conf_Room) - 9:00am Legislative Operating Committee Meeting (Microsoft Teams Meeting; 1:30pm LOC Work Session (Microsoft Teams Meeting;	5	6
9	10	11	12 12:15pm PUBLIC MEETING: Budget and Finances Law Amendments and Recycling and Solid Waste Disposal Law Amendments (Microsoft Teams Meeting; BC_Conf_Room) - LOC	13
16 10:30am Code of Ethics Amendments (Microsoft Teams Meeting) - Grace L. Elliott	17	18 8:30am LOC Prep Meeting (Microsoft Teams Meeting; BC_Conf_Room) - 9:00am Legislative Operating Committee Meeting (Microsoft Teams Meeting; 1:30pm LOC Work Session (Microsoft Teams Meeting;	19 10:00am Ten Day Notice Policy amendments - work meeting with LOC (Microsoft Teams Meeting; BC_Exec_Conf_Room) - Carolyn A. Salutz	20
23	24	25	26	27