

**LEGISLATIVE AWARD
AGREEMENT
BETWEEN THE
WISCONSIN DEPARTMENT OF COMMERCE
AND
ONEIDA SEVEN GENERATIONS CORPORATION**

This Agreement is entered into by and between the Wisconsin Department of Commerce ("Department"), and Oneida Seven Generations Corporation ("Recipient").

RECITALS

WHEREAS, 2009 Wisconsin Act 28 authorizes the Department to make an annual grant of \$1,000,000.00 in each year of the 2009- 11 biennium to Oneida Seven Generations Corporation from funds encumbered in the appropriation under section 20.143 (1) (kj) of the statutes in previous years but not disbursed for grants to Oneida Small Business Inc. and Project 2000 from the gaming economic diversification grant and loan program.

WHEREAS, the Department under the above authorization will grant funds to the Recipient up to the amount of Two Million and 00/100 Dollars (\$2,000,000.00) with One Million and 00/100 Dollars (\$1,000,000.00) to be made available for the period July 1, 2009 through June 30, 2010 and One Million and 00/100 Dollars (\$1,000,000.00) to be made available for the period July 1, 2010 through June 30, 2011, to be utilized in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for valid consideration, the receipt of which is hereby acknowledged, and in consideration for the promises and covenants hereinafter set forth, the Department and the Recipient agree as follows:

1. **DEFINITIONS.** For the purposes of this Agreement, the following terms shall have the following meanings:
 - a) "Agreement" means this Legislative Award agreement between the Department and the Recipient together with all exhibits and future amendments thereto.
 - b) "Application" means the Legislative Award application and all supporting documents submitted by the Recipient.
 - c) "Department" means the Wisconsin Department of Commerce, and its lawful successors and assigns.
 - d) "Effective Date" means the date this Agreement is executed and signed by the Secretary of the Department.

- e) "Eligible Project Costs" means all project costs incurred by the Recipient during the period of October 19, 2009 through June 30, 2011, as further described in Exhibit B.
- f) "Grant" means the Department's grant to the Recipient under this Agreement.
- g) "Project" means the activities described in Exhibit B.
- h) "Recipient" means Oneida Seven Generations Corporation and its lawful successors and assigns.
- i) "Term of This Agreement" means until the Recipient's obligations hereunder are fully satisfied as determined by the Department or the Agreement is terminated under an event of default whichever occurs first.

2. DEPARTMENT'S GRANT OBLIGATIONS.

- a) Subject to the terms of this Agreement, including the Recipient's satisfaction of the contingencies set forth in Paragraph 3, the Department agrees to grant up to Two Million and 00/100 Dollars (\$2,000,000.00) with One Million and 00/1000 Dollars to be made available for the period July 1, 2009 through June 30, 2010 and One Million and 00/100 Dollars (\$1,000,000.00) to be made available for the period July 1, 2010 through June 30, 2011, to the Recipient to cover Eligible Project Costs. .
- b) The funds granted by the Department shall be used solely to fund the Eligible Project Costs incurred by the Recipient.

3. DEPARTMENT CONTINGENCIES.

The Department's obligation to grant funds to the Recipient shall be contingent upon the Recipient's satisfaction of the following contingencies to the reasonable satisfaction of the Department:

- a) The representations and warranties of the Recipient herein and in the Application shall be true and accurate as of the Effective Date.
- b) As of the Effective Date, the Recipient shall not be in default under the terms of any grant agreements, leases or financing agreements, with other creditors or funding sources that would materially impact its ability to carry out the terms and conditions of the Agreement.
- c) On or before the Effective Date, the Recipient shall execute and deliver this Agreement, together with any and all related documents, to the Department.

4. DISBURSEMENT OF GRANT PROCEEDS. The Recipient's right to disbursement of the Grant proceeds shall be contingent upon its strict compliance with the following terms:

- a) Disbursements. Disbursements shall be made for Eligible Project Costs as follows;
 - (i) A total of Two Million and 00/100 dollars (\$2,000,000.00) will be made available to the Recipient in each Fiscal Year of the 2009 through 2011 biennium. Up to One Million and 00/100 Dollars (\$1,000,000.00) will be available in each year of the 2009 through 2011 biennium upon the receipt and approval of invoices, documentation and narrative reports required by this Agreement.

- b) Supporting Documentation. Each request for disbursement shall be accompanied by itemized invoices or billings, including copies of invoices or billings received from other vendors and suppliers.
- c) Disbursement Requests. The Recipient shall use the forms prescribed by the Department when requesting disbursement of Grant proceeds. A sample of the form to be used by the Recipient is attached.
- d) Withholding Of Disbursements. The Department, in its sole discretion, may withhold disbursements if the Department determines that:

- (i) The Recipient has not provided adequate documentation of Eligible Project Costs;
- (ii) The Recipient has not used the funds in accordance with the project budget as detailed in Exhibit B;
- (iii) The Recipient has failed to substantially accomplish the Performance Requirements;
- (iv) The Recipient has failed to file required project reports on behalf of the Recipient with the Department; or
- (v) The Recipient is otherwise in default under the terms of this Agreement.

5. **TAXES AND FEES.** Except as otherwise provided in this Agreement, the Recipient shall keep the Recipient free and clear of all judgements, levies, liens, security interests and encumbrances and shall pay all federal, state and local fees, assessments and taxes which may be assessed upon the ownership of the Recipient.

6. **MAINTENANCE AND INSPECTION OF PROJECT.**

- a) The Department and its respective agents, shall, at any reasonable time and upon 48 hours notice, have the right to enter upon the Recipient's premises to inspect any component of the Project.
- b) The Recipient shall give the Department prompt written notice of any statutory judicial and other lien on or affecting the Recipient.

7. **INSURANCE.** The Recipient shall procure and maintain comprehensive property damage commercial general liability and business interruption insurance reasonably acceptable to the Department.

8. **"EVENT OF DEFAULT" DEFINED.** The occurrence of any one or more of the following events shall constitute an "Event of Default" for the purpose of this Agreement:

- a) The Recipient's failure to procure and maintain the insurance coverage required by this Agreement;
- b) Any assignment for the benefit of the Recipient's creditors, or commission of any other act amounting to a business failure;

- c) The filing, by or against the Recipient, of a petition under any chapter of the U.S. Bankruptcy Code or for the appointment of a receiver;
- d) Any default or breach of the Recipient's obligations under the terms and conditions of this Agreement;
- e) Any material misrepresentation with respect to the Recipient's warranties and representations under this Agreement; or
- f) Any other action or omission by the Recipient, which in the Department's reasonable discretion, jeopardizes the Recipient's ability to fulfill its obligations under this Agreement, or otherwise causes the Department to deem itself insecure.

9. **DEPARTMENTS REMEDIES IN EVENT OF DEFAULT.** Upon the occurrence of any Event of Default, the Department, at its option and in its sole discretion, may send notice of default to the Recipient setting forth with reasonable specificity the nature of the default. If the Recipient fails to cure the default to the reasonable satisfaction of the Department, within twenty (20) calendar days, then, without further notice, the Department may declare the Recipient in default and terminate this Agreement effective immediately.

- a) Upon the termination of this Agreement by the Department, in addition to the rights and remedies available to the Department at law, in equity, or in bankruptcy, the Department shall be entitled to recover from the Recipient an amount equal to the sum of:
 - (i) Grant funds disbursed under the Agreement; and
 - (ii) All court costs and reasonable attorney's fees incurred by the Department in the enforcement of its rights and remedies under this Agreement;
 - (iii) Any other damages arising from the Recipient's default.

10. **RECIPIENT'S WARRANTIES AND REPRESENTATIONS.** To induce the Department to enter into this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Recipient hereby warrants and represents that:

- a) The Recipient has the power and authority to carry on their respective business in Wisconsin and other jurisdictions as now conducted;
- b) The Recipient is qualified to engage in business in every jurisdiction where the nature of its business makes such qualification necessary;
- c) The Recipient is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it, the violation of which would have a material and adverse effect on its ability to comply with this Agreement;
- d) The undersigned officer and representative of the Recipient is fully authorized to execute and deliver this Agreement on behalf the Recipient;
- e) The Recipient has read, fully understand, and agree to all of the terms and conditions in this Agreement and the related documents;

- f) This Agreement is valid and enforceable in accordance with its terms against the Recipient, subject only to applicable bankruptcy, insolvency, reorganization or other similar laws affecting the enforceability of the rights of creditors;
- g) The Recipient is able to comply with all of the terms and conditions set forth in the Agreement;
- h) In making these warranties and representations, the Recipient has not relied upon any information furnished by the Department;
- i) The information provided by the Recipient to the Department is complete and accurate, and may be relied upon by the Department in deciding whether to enter into this Agreement; and
- j) The Recipient's warranties and representations herein are true and accurate as of the date of this Agreement and shall survive the execution thereof.

11. AFFIRMATIVE RECIPIENT COVENANTS.

- a) Guarantees With Respect to the Recipient. The Recipient shall establish a state-of-the-art energy recovery facility in Brown County as set forth in Exhibit B.
- b) Annual Reports. The Recipient agrees to provide annual reports within Ninety (90) days of the end of each calendar year describing the results obtained during the previous year and providing detailed information concerning all monies and all in-kind contributions received and all expenditures made, in budget format.
- c) Record Keeping. The Recipient shall prepare, keep and maintain such records as may be reasonably required by the Department to show:

DELIVERABLES:

- (i) Oneida Seven Generations Corporation shall provide a statement to document it has raised matching funds in an amount of not less than 25% of the grant from sources other than the state.
- (ii) The Recipient shall provide documentation that the grant funds were expended as outlined in Exhibit B.
- (iii) The Recipient shall submit a detailed audit of how the funds were expended by the Recipient documenting how the grant funds were used to establish a state-of-the-art energy recovery facility in Brown County within 6 months of spending the full amount of the grant.
- (iv) The Recipient shall provide a detailed report describing the results achieved for the project related to the energy recovery facility established in Brown County. The report shall include information regarding the volume of waste processed (MSW) as well as the amount of energy generated and converted into electricity. The report shall also include an estimate of the amount of methane reduction, the number of full-time positions created and the potential for assembly or manufacturing operations as a result of the project.
- (v) The total cost of the Project

- d) Financial Records. All of the Recipient's financial records shall be prepared, kept and maintained in accordance with Generally Accepted Accounting Principles. Such materials shall be retained by the Recipient for a period of at least three (3) years following the last disbursement of the Grant from the Department under this Agreement.
- e) Inspection. The Recipient shall produce for the Department's inspection, examination, auditing and copying, upon reasonable advance notice, any and all records, which relate to this Agreement, and the use and disposition of the Grant.
- f) Audit Report. Within thirty (30) days after completing the Project, or upon the request to the Department, the Recipient shall provide the Department with a compiled financial report, in form and substance reasonably satisfactory to the Department, identifying the total cost of the Project and showing that the Department's Grant funds were expended in accordance with this Agreement.
- g) Reporting. The Recipient shall provide the Department with annual reports as described in Section 11 (b) of this Agreement, as well as fiscal year end financial statements and financial statements in accordance with the following table:

Report No.	Period Covered	Documentation Required		Due Date
		Project Report	Financial Audit Fiscal Year Ended:	
1.	10/22/09 -6/30/10	Annual	12/31/09	9/31/10
2.	7/01/10 – 6/30/11	Annual	12/31/10	9/31/11

- h) Nondiscrimination in Employment. During the term of this Agreement, the Recipient shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, development disability as defined in S. 51.01(5), sexual orientation, or national origin. This provision shall include, but not be limited to, the following; employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient shall post in conspicuous places, accessible to employees and applicants, employment notices setting forth the provisions of this non-discrimination clause.
- i) Affirmative Action Compliance. Unless otherwise exempt, within fifteen (15) days after the execution of this Agreement, the Recipient hereby covenants and agrees to submit to the Department a written affirmative action plan, in form and substance reasonably acceptable to the Department.
- j) Notification of Position Openings. Pursuant to sec. 106.16 Stats., the Recipient shall provide the Wisconsin Department of Workforce Development, local Job Service offices, and the area Private Industry Council with written notice of any full-time Positions that become vacant or available during the term of this Agreement.
- k) Targeted Hires. The Recipient agrees to work with the Department, the Wisconsin Department of Workforce Development and local Job Service offices on a cooperative basis to make employment opportunities available to dislocated workers who are permanently laid off by reasons of a business closing or mass layoff subject to sec. 109.07 Stats.

12. **NEGATIVE RECIPIENT COVENANTS.**

- a) Refinancing. The Recipient shall not use the Grant funds to refinance any debt.
- b) Consolidation or Merger. During the term of this Agreement, the Recipient shall not consolidate or merge with or into any other organization, person, or entity without prior written consent of the Department.
- c) Relocation of Operations. In accordance with S. 560.075(2), the Recipient shall not relocate the Project, or any Full-Time Positions related thereto, outside of Wisconsin for a minimum of five years from the date of the award.

13. **FINANCIAL REPORTS; CERTIFICATES.** For so long as the Recipient shall have any obligations or liability under this Agreement, the Recipient hereby agrees to deliver to the Department:

- a) The Recipient's annual financial statements within 90 days after the end of each fiscal year, prepared in accordance with Generally Accepted Accounting Principles;
- b) Annual certificates signed by the Recipient, in a form acceptable to the Department, certifying that the Recipient has no notice or knowledge of the occurrence of any Event of Default under the Agreement; and
- c) Such other financial information concerning the Agreement, the Recipient and the Project as the Department may reasonably request.
- d) Subject to the following terms, the Department shall safeguard all of the financial statements provided to them by the Recipient:
 - (i) Except as otherwise required or provided by court order, legal process or applicable Wisconsin law including, without limitation, the Wisconsin Open Records Law, sec. 19.31, Stats., et seq., the Department shall not reveal or disclose any financial information and documents provided by the Recipient to any non-government person or entity without the prior written consent of the Recipient.
 - (ii) If the Recipient believes or contends that any financial statements provided hereunder qualify as "trade secrets" exempt from disclosure under the Wisconsin Open Records Law, the Recipient shall:
 - (A) Fill out a standard trade secrets designation form to be provided by the Department, designating specific information or documents as "trade secrets" and agreeing to defend and indemnify the Department, and hold it harmless in the event of any future open records request asking for copies of such documents; and
 - (B) Provide the Department with two copies of such information – a clean copy and a copy with the "trade secret" information redacted – for the Department's files.

14. **ENTIRE AGREEMENT.** This Agreement and the accompanying exhibits contain the entire agreement of the parties concerning the Recipient's obligations under the terms and conditions of

this Agreement. This Agreement may not be amended, modified or altered except in a writing signed by the Recipient, and the Department. All attachments are incorporated by reference as if fully set forth herein.

15. **CHOICE OF LAW. THIS AGREEMENT IS AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF WISCONSIN.** If any provisions of the Agreement shall be prohibited by or invalid under Wisconsin law, such provisions shall be ineffective only to the extent of such prohibition or invalidity, without affecting the validity or enforceability of the remaining provisions thereof.
16. **VENUE; JURISDICTION.** Any judicial action relating to the construction, interpretation, or enforcement of this Agreement, or the recovery of any principal, accrued interest, court costs, attorney's fees and other amounts owed hereunder, shall be brought and venued in the U.S. District Court for the Western District of Wisconsin or the Dane County Circuit Court in Madison, Wisconsin. **THE RECIPIENT HEREBY CONSENTS TO PERSONAL JURISDICTION IN THOSE WISCONSIN COURTS, AND WAIVES ANY DEFENSES THAT THE RECIPIENT OTHERWISE MIGHT HAVE RELATING THERETO.**
17. **WAIVER OF RIGHT TO JURY TRIAL. THE RECIPIENT HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY JUDICIAL ACTION OR PROCEEDING THAT MAY ARISE BY AND BETWEEN THE DEPARTMENT AND THE RECIPIENT CONCERNING THE CONSTRUCTION, INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT, OR THE RECOVERY OF ANY PRINCIPAL, ACCRUED INTEREST, COURT COSTS, ATTORNEY'S FEES AND OTHER AMOUNTS THAT MAY BE OWED BY THE RECIPIENT HEREUNDER.**
18. **MISCELLANEOUS.**
 - a) Notices to the Recipient hereunder shall be effective upon mailing by first class mail, postage prepaid and addressed to the following person and address or such other person and address as the Recipient may designate in writing:

Oneida Seven Generations Corporation
1239 Flightway Drive
P.O. Box 257
Oneida, WI 54155
Attn: Kevin Cornelius
 - b) Notice to the Department hereunder shall be effective upon mailing by first class mail, postage prepaid, and addressed to the following person and address or to such other person and address as the Department may designate in writing:

Wisconsin Department of Commerce
Bureau of Business Finance
201 West Washington Avenue
P.O. Box 7970
Madison, WI 53707
Attn: Contract #LEG FY10-19812
 - c) Severability. The invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions, which shall remain in full force and effect to govern the parties' relationship.

- d) Department Not A Joint Venturer or Partner. The Department shall not be considered or represented to be a partner or joint venturer of the Recipient or any beneficiary thereof.
- e) Documents. All documents required to be delivered contemporaneously with the execution and delivery of this Agreement are expressly made a part of this Agreement as though completely herein, and all references to this Agreement herein shall be deemed to refer to and include all such documents.
- f) Agreement Controlling. In the event of any conflict or inconsistency between the Agreement and the exhibits hereto, the terms of this Agreement shall control.

19. **CAPTIONS.** The captions in this Agreement are for convenience of reference only and shall not define or limit any of the terms and conditions set forth herein.

20. **AUTHORITY TO SIGN DOCUMENT.** The person(s) signing this Agreement on behalf of the Recipient certifies and attests that the Recipient's respective Articles of Organization, Articles of Incorporation, By Laws, Member's Agreement, Charter, Partnership Agreement, Corporate or other Resolutions, and/or other related documents give full and complete authority to bind the Recipient, on whose behalf they are executing this document.

Recipient assumes full responsibility and holds the Department harmless for any and all payments made or any other actions taken by Department in reliance upon the above representation. Further, Recipient agrees to indemnify Department against any and all claims, demands, losses, costs, damages or expenses suffered or incurred by Department resulting from or arising out of any such payment or other action, including reasonable attorneys' fees and legal expenses.

IN WITNESS WHEREOF, the Department and the Recipient have executed and delivered this Agreement effective the date set forth next to the Department Secretary's signature below.

WISCONSIN DEPARTMENT OF COMMERCE

By: 
James O'Keefe, Division Administrator

11/9/09
Date

ONEIDA SEVEN GENERATIONS CORPORATION

By: 
Kevin Cornelius, CEO

11-2-09
Date

EXHIBIT B
LEG FY10-19812

PROJECT SUMMARY:

2009 Wisconsin Act 28 provided that the Department shall make an annual grant of \$1,000,000 in each year of the 2009-11 biennium to Oneida Seven Generations Corporation from funds encumbered in the appropriation under section 20.143 (1) (kj) of the statutes in previous years but not disbursed for grants to Oneida Small Business Inc., and Project 2000 from the gaming economic diversification grant and loan program.

COMPANY AND PROJECT DESCRIPTION:

Oneida Seven Generations Corporation (OSGC) is tribally chartered and tribally owned by the Oneida Tribe of Indians of Wisconsin. The function and purpose of the corporation is to promote and enhance business and economic diversification directly or as a holding company for real estate assets, management or related assets, or as a holding company for other business ventures of the Oneida Nation. OSGC works in conjunction with the Tribe to market and manage the commercial property and landholdings to realize a return on investment and create new revenue streams to its stockholders.

Oneida Seven Generations Corporation is the majority shareholder in IEP Development, LLC (IEP), a consulting firm specializing in cooperative energy research & development and advisory due diligence for independent energy projects and economic development. IEP is focused on developing and promoting biomass technologies that reduce landfill waste, captures methane and reduce carbon production.

Oneida Energy, LLC will be formed by IEP Development, LLC to engage in for profit energy recovery and electric generation operations. Oneida Energy will provide waste disposal and energy recovery through the use of technology that harnesses the energy of waste and other economically suitable materials and converts the energy to electricity. The by-product of this material is a carbon char that can be sold as a value added product. The system will be designed to operate 24 hours per day, 365 days per year with required maintenance every 2,000 hours of operation.

During the demonstration phase, the facility will employ 6-8 individuals. A fully expanded site in the future may employ from 16 to 24 individuals. The facility will be located on the Oneida Reservation, adjacent to an existing waste transfer station operated by Brown County. The waste transfer station is also located at the site of a capped landfill that will provide landfill gas to the project in addition to the waste stream.

IEP has reached agreements with several vendors for their placement of proprietary systems for gasification of metropolitan solid waste. IEP focused on technologies and systems that do not use any type of incineration and instead use EPA approved clean gasification systems to produce the thermal flow (heat) that can be directed into a number of off-the-shelf generation systems to produce electricity at an economical rate of power production.

Features of the gasification system include:

- Reduction of the waste stream by up to 90% with a residual created consisting of carbon char and inert materials that can be recycled at a profit.
- EPA approved disposal of Medical and Hazardous materials.
- Systems exceed all EPA and California clean air emission standards.
- The plant offers a continuous feed system for processing materials that can operate 24/7.
- The thermal flow can use off-the-shelf technology to produce from 4 to 10 MW of electricity depending of the waste stream being processed and the specific system being used.
- Power purchasers see benefits of the system using renewable rates of purchase for a system that operates over a consistent power curve on a continual basis. The system can be added to the grid in population centers close to the consumption.
- The dual revenue stream of tipping fees and sale of power via power purchase contracts with utilities offers a profitable business with a payback of investment in only a few years.

In conjunction with joint venture partner AITI, IEP can acquire rights to manufacture and assemble the products and has exclusivity to market the waste-to energy systems to tribal, municipal and county governments throughout the United States. Power purchase agreements will comprise approximately 90% of the revenue stream from the IEP system. Initially, the demonstration phase will be able to convert up to 50 tons per day of municipal solid waste, with a peak power of 6-8MW, annually producing 60,000,000 KWH providing which should provide approximately \$4.8 million annually in power sales. Once complete the site can be quickly expanded to process up to 120 tons per day and 5MW of electricity production.

The total project costs are estimated at \$13,360,000. The project costs include estimates for the plant equipment, interconnection fees, site preparation costs, development costs and a contingency amount. The project's primary goal is to establish a state-of-the-art energy recovery facility that will serve as a joint development between the tribe, county and local communities and demonstrate the benefits of using waste as a fuel in an environmentally friendly manner.

PROJECT BUDGET

Eligible Project Costs are as follows:

Code	USES	SOURCES			TOTAL
		Commerce	BIA	Equity	
0240	Equipment	\$2,000,000			\$10,900,000
	Interconnection				\$500,000
	Site Preparation				\$700,000
	Development Costs				\$100,000
	Construction Contingency				\$1,160,000
TOTAL		\$2,000,000	\$9,352,000	\$2,008,000	\$13,360,000

The company is working with the Bureau of Indian Affairs for project financing. The Oneida Tribe will set aside approximately 50 acres for the project for a value of \$1.2 million. OSGC will manage the lease of this property as well as commit \$800,000 of value in the way of office staff, office space, administration cost and money.

EXHIBIT C
LEG FY10-19812

2009 Assembly Bill 75 – 655 – 2009 Wisconsin Act 28

(13u) **RURAL OUTSOURCING GRANTS.** From the appropriations under section 20.143 (1) (ie), (ig), (im), and (ir) of the statutes, as affected by this act, the department of commerce may award grants during the 2009–11 fiscal biennium to businesses for outsourcing work to rural areas of this state. The department shall require grantees to obtain funding from sources other than the state in an amount at least equal to the amount of the grant. The total amount of grants awarded under this subsection may not exceed \$250,000. The department may promulgate rules necessary to administer this subsection.

(14u) **VALUE SUPPLY CHAIN GRANTS.** From the appropriation under section 20.143 (1) (bt) of the statutes, as created by this act, the department of commerce shall award grants for the development of a value supply chain for the state based on regional economies to identify where supply chain gaps exist and how Wisconsin businesses can fill the gaps. The department may promulgate rules necessary to administer this subsection.

(15u) **ECONOMIC COMPETITIVENESS STUDY.** In fiscal year 2009–10, using funds from the appropriations under section 20.143 (1) (ie), (ig), (im), and (ir) of the statutes, as affected by this act, the department of commerce shall enter into a contract with a nationally recognized organization to conduct a national and international competitiveness study of the state's economy. The department shall allocate \$50,000 for the study under this subsection. The study shall be submitted to the governor and to the legislature under s. 13.172 (2) no later than January 1, 2011. The department may promulgate rules necessary to administer this subsection.

(16i) **GRANT TO ONEIDA SEVEN GENERATIONS CORPORATION.**

In each fiscal year of the 2009–11 fiscal biennium, the department of commerce shall award a grant to Oneida Seven Generations Corporation from funds that were encumbered in the appropriation under section 20.143 (1) (kj) of the statutes, as affected by this act, under section 560.138 of the statutes, as affected by this act, but were not disbursed for grants to Oneida Small Business, Inc., and Project 2000. The amount of each grant shall equal \$1,000,000 or one-half of the total amount of funds that were encumbered but not disbursed, whichever is less. The department of commerce shall require Oneida Seven Generations Corporation to do all of the following:

- (a) Submit project-specific plans to the department of commerce detailing the proposed use of the grants for approval by the secretary of commerce.
- (b) Submit a statement to the department of commerce indicating that Oneida Seven Generations Corporation will obtain matching funds in an amount not less than 25 percent of the amount of each grant from sources other than the state for the proposed use indicated in the plans under paragraph (a).
- (c) Enter into a written agreement with the department of commerce specifying conditions for the use of the proceeds of the grants, including reporting and auditing requirements, and requiring Oneida Seven Generations Corporation to submit to the department, within 6 months after spending the full amount of the grant, a report detailing how the proceeds of the grants were used.

(16u) **EMERGENCY RULES.** The department of commerce may promulgate rules implementing sections 560.255 and 560.45 of the statutes, as created by this act, and under SECTION 9110 (13u), (14u), and (15u) of this act, as emergency rules under section 227.24 of the statutes. Notwithstanding section 227.24 (1) (a) and (3) of the statutes, the department is not required to provide evidence that promulgating a rule under this subsection as an emergency rule is necessary for the preservation of public peace, health, safety, or welfare and is not required to provide a finding of emergency for a rule promulgated under this subsection.

(17q) **GRANT TO PLEASANT PRAIRIE TECHNOLOGY INCUBATOR CENTER.** In the 2011–13 fiscal biennium, but not later than July 31, 2011, from the appropriation under section 20.143 (1) (c) of the statutes, as affected by this act, the department of commerce shall award to Pleasant Prairie Technology Incubator Center a grant of \$700,000, if Pleasant Prairie Technology Incubator Center obtains at least an

additional \$700,000 in funding from sources other than the state and enters into a written agreement with the department of commerce that does all of the following:

(a) Specifies conditions for the use of the proceeds of the grant, including reporting and auditing requirements.

(b) Requires Pleasant Prairie Technology Incubator Center to submit to the department, within 6 months after spending the full amount of the grant, a report detailing how the proceeds of the grant were used.

(17r) CONTRACTOR REGISTRATION RULES. Using the procedure under section 227.24 of the statutes, the department of commerce may promulgate rules required under section 101.147 (2) of the statutes, as created by this act, for the period before the effective date of the permanent rules promulgated under section 101.147 (2) of the statutes, as created by this act, but not to exceed the period authorized under section 227.24 (1) (c) and (2) of the statutes. Notwithstanding section 227.24 (1) (a), (2) (b), and (3) of the statutes, the department of commerce is not required to provide evidence that promulgating a rule under this subsection as an emergency rule is necessary for the preservation of public peace, health, safety, or welfare and is not required to provide a finding of emergency for a rule promulgated under this subsection.

(18f) REGION ONE DEVELOPMENT MANAGER. Not later than October 1, 2009, the department of commerce shall fill the position of region one development manager.

**Department of Commerce
Bureau of Business Finance
REQUEST FOR DISBURSEMENT**

Contract Number: LEG FY10-19812		Company: Oneida Seven Generations Corporation	
Wismart #:	FEIN #	Request Number:	
Disbursement Period Covered by this Request			
From: October 19, 2009		To: June 30, 2011	

PLEASE REFER TO THE DISBURSEMENT AND BUDGET SECTIONS OF THE CONTRACT WHEN COMPLETING THIS FORM

PROJECT EXPENSES INCURRED DURING THIS PERIOD

Budget Code	Description	Total Expenses This Period	=	Company Match Expenses	+	State Reimbursable Expenses
0240	Equipment					
TOTAL:						

Requests for Disbursement must include supporting documentation in order to be approved by Commerce. Please identify the documentation that you have included with this request:

π A detailed report identifying the dollar amount and purpose of the expense incurred this period.

I hereby certify that the expenses reported on this form are in accordance with the terms of the contract and that complete and accurate records are being kept to substantiate such expenses.

Authorized Company Signature

Date

This section is to be completed by Commerce

Business Finance Specialist

Date

Account Specialist

Date

Retain a copy of the completed form for your records and mail the original to:
Department of Commerce, c/o Bureau of Business Finance, P.O. Box 7970
Madison, Wisconsin 53707-7970

ANNUAL PROJECT REPORT FOR THE LEG PROGRAM

This report is due within 30 days of each semi-annual period as defined in the Reporting Section of your Agreement with Commerce

BUSINESS: Oneida Seven Generations Corporation NAME CHANGE? <input type="checkbox"/> Yes (Attach copy of Articles Of Organization) <input type="checkbox"/> No ADDRESS CHANGE? <input type="checkbox"/> Yes (Attach Letterhead Showing Change) <input type="checkbox"/> No	CONTRACT #: LEG FY10-19812	FOR ANNUAL PERIOD ENDED: <input type="checkbox"/> December 31, _____
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PROJECT INFORMATION		
Total Budgeted Project Cost per Agreement		\$13,360,000
Total LEG Funds Spent to Date		
Total Match Funds Spent to Date		
Total Project Funds Spent to Date		

FINANCIAL INFORMATION
FISCAL YEAR END _____ Please indicate which financial statements are being submitted with this report as required in the Agreement. <input type="checkbox"/> Interim Dated _____ <input type="checkbox"/> Fiscal Year End Dated _____

SIGNATURE:	
I certify the information in this report is correct. Signature of Business Representative/Date	Commerce Review Initials

****Attach copy of annual activity reporting.**

**CERTIFICATE OF AUTHORIZED
SIGNATURES FOR GRANT PURPOSES**

I hereby certify to the State of Wisconsin, Department of Commerce:

- that I am the duly elected, qualified and acting President & CEO of
(Officer Title)
Oneida Seven Generations Corporation
(Business Name)
- that following are all of the specimen or facsimile signatures of the person(s) authorized by this Certificate of Authorized Signatures dated _____, and filed with the State of Wisconsin, Department of Commerce to act on behalf of this organization,
- that these person(s) have been duly elected or appointed to the offices and hold them at present,
- that the foregoing Certificate of Authorized Signatures remains in full force and effect, and
- that I am the person authorized by this organization to so certify.

NAME OF OFFICE


President & CEO
(Type or Print Name of Office)

(Type or Print Name of Office)

(Type or Print Name of Office)

(Type or Print Name of Office)

SPECIMEN OR FACSIMILE SIGNATURE


(Signature)

Kevin Cornelius
(Type or Print Name Signed Above)

(Signature)

(Type or Print Name Signed Above)

(Signature)

(Type or Print Name Signed Above)

(Signature)

(Type or Print Name Signed Above)

Signed:

Nov. 2, 2009
(Date)


(Signature of Certifying Corporate Officer)

Secretary of the Board
(Title of Certifying Corporate Officer)