

WISCONSIN COURT OF APPEALS
DISTRICT III

Appeal No. 2013AP000591

ONEIDA SEVEN GENERATIONS CORPORATION and GREEN
BAY RENEWABLE ENERGY, LLC,

Plaintiffs-Appellants,

v.

CITY OF GREEN BAY,

Defendant-Respondent.

**DEFENDANT-RESPONDENT'S MOTION TO DISMISS
APPEAL AS MOOT**

Pursuant to Wis. Stat. § 809.14, Defendant-Respondent, the City of Green Bay ("City"), hereby moves the Court and requests that an Order be entered dismissing this appeal as moot.

INTRODUCTION

This appeal involves a failed effort by Plaintiff-Appellant, Oneida Seven Generations Corporation ("OSGC"), to site a waste-to-energy facility in the City of Green Bay. The present appeal has been rendered moot by virtue of the fact that the Oneida Nation General Tribal Council

(“GTC”), which serves as OSGC’s Board of Directors, voted to dissolve OSGC on December 15, 2013 and to discontinue efforts to develop the facility.¹

The Wisconsin Supreme Court in *State ex rel. Ellenburg v. Gagnon*, 76 Wis. 2d 532, 251 N.W.2d 773 (1977), defined a moot case as follows:

. . . one which seeks to determine an abstract question which does not rest upon existing facts or rights, or which seeks a judgment in a pretended controversy when in reality there is none, . . . or a judgment upon some matter which when rendered for any cause cannot have any practical legal effect upon the existing controversy.

Id. at 535. “As a general rule[, courts] will not render a decision on a moot controversy.” *Wausau Joint Venture v. Redevelopment Auth. of City of Wausau*, 118 Wis. 2d 50, 56, 347 N.W.2d 604 (Ct. App. 1984).

Because of the GTC’s decision to dissolve OSGC, there is no longer a controversy for this Court to resolve. Indeed, even if the present appeal could be viewed as an asset belonging to OSGC that has or will be assigned to its shareholders, the Oneida Nation, the GTC has announced that efforts

¹ Prior to the filing of this motion, counsel for the City communicated with counsel for OSGC and was informed by OSGC’s counsel that its client continues to have an interest in pursuing this appeal. No further explanation was provided by OSGC’s counsel for why this appeal should not be dismissed as moot given OSGC’s dissolution.

to develop the facility that is the subject of this appeal have been discontinued.

FACTS

On January 24, 2013, the trial court entered an order affirming the decision of the City of Green Bay Common Council that rescinded a Conditional Use Permit (“CUP”) that allowed for an untested waste-to-energy facility to be located at 1230 Hurlbut Street. On March 11, 2013, OSCG appealed the trial court’s decision to this Court. As of August 5, 2013, the appeal was fully briefed and the parties are currently waiting for a decision to be issued by this Court.

On December 15, 2013, the Oneida Nation GTC² voted to dissolve OSGC.³ The vote count was 814 supporting dissolution, 689 opposed to dissolution, and 69 abstained. Foremost among the various reasons given

² Eligible voters are those members of the Oneida Tribe of Indians of Wisconsin that are 21 or older. *See* Article VII(D)b of OSGC’s Corporate Charter attached hereto as Exhibit A.

³ *See* link to article from ABC2 WBAY entitled “Oneida Tribal Members Vote to Dissolve Seven Generations Corporation,” <http://www.wbay.com/story/24226727/2013/12/15/oneida-tribal-members-dissolve-seven-generations-corporation>. A copy of the article is attached hereto as Exhibit B.

for dissolving OSGC was OSGC's attempt to build waste-to-energy facilities on the Oneida Reservation and in the City of Green Bay.⁴

Article II of OSGC's Corporate Charter entitled "Authority," provides as follows:

The Oneida Business Committee ("Business Committee") grants this Charter based upon authority vested in it by the Oneida Tribal Council ("General Tribal Council"), pursuant to Article IV, Section 1(h) of the Constitution and By-laws of the Oneida Nation ("Oneida Constitution"), and pursuant to the exercise of the sovereign rights, future and reserved, of the Oneida Nation in Article IV, Section 2 and 3 of the Constitution and Bylaws of the Oneida Nation, duly approved by the Secretary of the Interior of the United States of America on December 21, 1936.

Article III, entitled "Duration," provides that:

The period of existence of the Corporation will be perpetual until it is dissolved, pursuant to Article XV of this Charter.

Article XV, entitled "Dissolution," provides that OSGC may be dissolved by the:

⁴ See link to video footage from NBC26 WGBA regarding the vote to dissolve OSGC. <http://www.youtube.com/watch?v=hDpTboNZVVY>; See also link to video footage from the Green Bay Press Gazette's website regarding the same. http://www.greenbaypressgazette.com/article/20131215/GPG0101/312150379/Oneidas-vote-dissolve-company-behind-proposed-trash-plant-video-?gcheck=1&nclick_check=1.

(A) Recommended adoption of a resolution providing for dissolution of the Corporation by the affirmative vote of two-thirds of the board members.

Board members are defined by the Charter as the “members of the Oneida Tribe of Indians of Wisconsin age 21 or older” Article VII(D)b.

Finally, paragraphs (B) and (C) of Article XV governing OSGC’s dissolution provide as follows:

- (B) Adoption of a Business Committee resolution dissolving the Corporation. Upon dissolution of the Corporation, the assets of the Corporation remaining are for the payment of debts and liabilities of the Corporation to be distributed to creditors in the following order: (1) third parties perfected security interest; (2) security interest of the Oneida Nation; (3) third parties unperfected security interest.
- (C) The Corporation agrees that when all loans, liens and other monies guaranteed by the Oneida Nation are paid in full, *the corporation will execute and deliver to the Oneida Nation all interest it may have in any property, real or personal, on demand, free of all encumbrances.*

(Emphasis added).

ARGUMENT

I. DISMISSAL OF THIS APPEAL AS MOOT IS APPROPRIATE BASED UPON THE ONEIDA NATION GTC'S DISSOLUTION OF OSGC AND THE DISCONTINUANCE OF EFFORTS TO DEVELOP THE FACILITY.

OSGC's dissolution renders the present appeal moot for two reasons.

First, by virtue of OSGC's dissolution, the sole appellant in this appeal no longer exists.⁵ Thus, there is no controversy.

A similar situation occurred in *Flight Engineers Intern. Ass'n, AFL-CIO Cal Chapter v. Continental Air Lines, Inc.*, 297 F.2d 397 (9th Cir. 1961). In that case, Flight Engineers International Association, AFL-CIO, CAL Chapter ("CAL Chapter") sought a declaratory judgment and injunctive relief against Continental Airlines, Inc. ("Continental") and The Air Line Pilots Association, International, AFL-CIO ("ALPA") declaring that a contract entered into between Continental and ALPA was void. *Id.* at 398. After the trial court denied the motion for a preliminary injunction, CAL Chapter appealed. *Id.* at 399. While the appeal was pending,

⁵ While Green Bay Renewable Energy, LLC ("GBRE") is also named as an appellant, it is believed to be a wholly-owned subsidiary of OSGC that was formed for the sole purpose of developing the facility. Accordingly, upon OSGC's dissolution, GBRE became directly owned by the Oneida Nation, which has discontinued efforts to develop the facility.

Continental and ALPA moved for dismissal of the appeal for mootness on grounds that CAL Chapter was no longer in existence as a result of its dissolution. *Id.*

With these facts before us we turn to a consideration of the first ground advanced by appellees why this appeal and this case must be deemed moot. This ground is that plaintiff and appellant, CAL Chapter, is no longer in existence. If this is true the appeal and case is necessarily moot, since there would no longer be a “case or controversy” within the meaning of Article III, Section 2 of the Constitution.

Id. at 401. Having concluded that the dissolution was valid and that CAL Chapter no longer existed, the Court of Appeals for the Ninth Circuit declared the case moot and dismissed the appeal, remanding the case with directions to dismiss the same. *Id.* at 403.

OSGC, like CAL Chapter, has been dissolved. This appeal and case have, therefore, been rendered moot.

Second, even if the present appeal could be viewed as an asset of OSGC that is now owned by the Oneida Nation pursuant to OSGC’s Charter, the Oneida Nation has announced that it has discontinued efforts to develop the facility that is the subject of this appeal. *See* footnote 4, above. The ability to develop this project is precisely the relief that is sought by

this appeal. Thus, if there is no longer an intent to pursue the project, there is no controversy for this Court to resolve and the case is moot.

Accordingly, the present appeal is moot and should be dismissed.

CONCLUSION

For the foregoing reasons, the Defendant-Respondent, the City of Green Bay, respectfully requests that the Court dismiss this appeal on grounds of mootness and remand the case to the trial court with instructions to dismiss the same.

Dated this 12th day of March, 2014.

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CORPORATE CHARTER
OF
ONEIDA SEVEN GENERATIONS CORPORATION

ARTICLE I. NAME

The name of the tribal chartered corporation is the Oneida Seven Generations Corporation ("Corporation"). The Oneida Tribe of Indians of Wisconsin ("Oneida Nation") confers on the Corporation all rights, privileges and immunities existing under federal and Oneida tribal laws.

ARTICLE II. AUTHORITY

The Oneida Business Committee ("Business Committee") grants this Charter based upon authority vested in it by the Oneida General Tribal Council ("General Tribal Council"), pursuant to Article IV, Section 1(h) of the Constitution and By-laws of the Oneida Nation ("Oneida Constitution"), and pursuant to the exercise of the sovereign rights, future and reserved, of the Oneida Nation in Article IV, Section 2 and 3 of the Constitution and Bylaws of the Oneida Nation, duly approved by the Secretary of the Interior of the United States of America on December 21, 1936.

ARTICLE III. DURATION

The period of existence of the Corporation will be perpetual until it is dissolved, pursuant to Article XV of this Charter.

ARTICLE IV. REGISTERED OFFICE/AGENT, PLACE OF BUSINESS

The principal place of business and the registered office of the Corporation must be on the Oneida Indian Reservation, Wisconsin. The registered agent is Chief Executive Officer. The registered office and place of business is 1239 Flight Way, DePere, Wisconsin 54115. The mailing address will be P.O. Box 257, Oneida, WI 54155. The Corporation may have other places of business, on or off the Oneida Indian Reservation, as the Board of Directors of the Corporation may elect.

ARTICLE V. JURISDICTION

The Corporation is created under, and is subject to the laws, ordinances and jurisdiction of the Oneida Nation and banking commitment letter. The General Tribal Council expressly reserves to the Oneida Nation all its inherent sovereign rights as an Indian nation with regard to the activities of the Corporation.



ARTICLE VI. PURPOSES AND POWERS

The purpose of this Corporation is to engage in any lawful activity within the purposes for which the corporation may be organized under the Oneida Constitution and Oneida tribal laws, ordinances and jurisdiction. The powers of the Corporation are:

- (A) To promote and enhance the business and economic diversification directly or as a holding company for real estate and other business ventures of the Nation.
- (B) To purchase, take, receive, lease, solicit, take by gift, devise or bequest or to otherwise acquire, hold, improve, use and otherwise deal in and with money, real and personal property, rights and services of any kind and description, or any interest therein.
- (C) To buy, sell, mortgage, pledge, lease, hold, transfer and assign all or any part of the Corporation's property and assets, PROVIDED, that title to all trust or restricted real or personal property of the Oneida Nation must be and remain in its trust or restricted status for the Oneida Nation which includes the necessary approval of the Oneida Land Commission or its successor.
- (D) To enter into, make, perform and carry out contracts, and to receive financial assistance from any governmental or private source and to expend its funds in furtherance of its purpose.
- (E) To waive only the sovereign immunity the Corporation possesses for the purposes of dispute resolution or contract enforcement in contracts, agreements or other similar documents for the furtherance of the Corporation's business and/or purpose.
- (F) To develop business development opportunities, PROVIDED that such activities comply with the laws the Oneida Nation and policies of the Corporation.
- (G) To hire, discharge, train and supervise all labor and employees required for the purpose of the Corporation through consensus of the OSGC Board of Directors.
- (H) To elect or appoint officers and agents of the Corporation and define their duties and fix their compensation, PROVIDED that such elections or appointments comply with the laws of the Oneida Nation and the policies of the Corporation.
- (I) To amend and alter by-laws, consistent with the charter or the executing of the affairs of the Corporation.
- (J) To sue and be sued in its Corporate name as herein specifically provided to the extent allowed by Oneida tribal, state or federal law upon any contract, claim or

obligation of the Corporation arising out of the accomplishment of its purposes. Recovery against the Corporation is limited to the assets of the Corporation. The Oneida Nation will not be liable and its property or assets will not be expended for the debts or obligations of the Corporation.

- (K) To purchase insurance for any property, real or personal, or person against any risks or hazards.
- (L) To establish and maintain bank accounts as may be necessary or convenient.
- (M) To borrow money and to issue temporary or long term evidence of indebtedness of the Corporation and repay the same.
- (N) To pledge and otherwise encumber the assets of the Corporation as security for debts; and to acquire, sell, lease, exchange, transfer or assign personal property and interests therein.
- (O) To set up separate corporate business systems and processes; i.e. LLC's and LLP's, etc.
- (P) To take further actions as are commonly engaged in by corporate bodies, as the Board of Directors may deem reasonably necessary to effectuate the purposes of the Corporation.

ARTICLE VII. BOARD OF DIRECTORS

The business and affairs of the Corporation will be managed by a Board of Directors which will exercise its authority and responsibility for the management of the Corporation as follows:

- (A) Determine the manner and the extent to which such powers will be delegated to committees of the Board of Directors or to officers, agents and employees of the Corporation.
- (B) Establish the overall policies and objectives for the management of the affairs and assets of the Corporation.
- (C) Periodically review and evaluate management results.
- (D) Appointment, Number, Term of Office
 - a. The Board of Directors will be made up of seven (7) members or such number as set by Oneida Business Committee resolution, who shall serve five (5) year terms.

- b. Board members shall be members of the Oneida Tribe of Indians of Wisconsin age 21 or older, provided that at least two Board members may be non-members of the Tribe.
 - c. All members may serve unlimited terms of office, provided that if nonmembers are appointed in accordance with this Article they shall be limited to a single five (5) year term.
 - d. All Board members must have experience in one or more of the following areas: real estate, commercial development, business management, risk management, finance, tribal government or accounting.
 - e. The Chair of the Oneida Business Committee shall make recommendations to appoint Board members who shall be approved by vote of the Oneida Business Committee at an Oneida Business Committee meeting in accordance with rules or processes as may be set forth by the Oneida Business Committee.
 - f. Board members shall take an oath of office given by an officer of the Oneida Business Committee member; such oath shall not be required to be given during an Oneida Business Committee meeting.
 - g. Vacancies on the Board of Directors shall be filled by either appointment of the Oneida Business Committee in accordance with the processes set forth this section for either the remainder of the vacant term of office or for a full five (5) year term as may be necessary to stagger terms of office or qualifications of Board members.
 - h. A Board member shall hold office until his or her replacement is appointed by the Oneida Business Committee, provided that such holdover period shall not last longer than three months.
- (E) The term of office for all members is five (5) years. Oneida members are limited to five (5) terms of office while non-Oneida members are limited to one (1) term.

ARTICLE VIII. INDEMNIFICATION

Each present, former and future board member, officer, agent or employee of the Corporation is entitled, without prejudice to any other rights the person may have, to be reimbursed and indemnified from assets of the Corporation for all legal and other expenses, including attorney's fees, fines, judgments, and amounts paid in settlement, actually and reasonably incurred by the director, officer, agent or employee in connection with any claim, action, suit or proceeding, civil, criminal, administrative or investigative in nature in which the director, officer, agent or employee may be involved as a party or other by reason of having served as a director, officer, agent or employee of the Corporation to the extent that such person is not otherwise indemnified.

ARTICLE IX. DISTRIBUTION OF PROFITS

This Charter is granted upon the condition that profits of the Corporation are allocated in the manner set forth as follows:

- (A) The Corporation shall, as soon as practical, make a determination of the net profits income of the Corporation for each fiscal year. Net income will be based upon Generally Accepted Accounting Principles.
- (B) The Corporation shall establish a cash reserve for debt service which will be set as an amount equal to six (6) months debt payments and one (1) year working capital. Debt payments are defined as payments on principal and interest for all current debts of the Corporation. Working capital is defined as current assets minus current liabilities.
- (C) Distribution of earnings or profits may be made at the discretion of the Shareholders, which will be mutually agreed upon at the Annual Shareholder's Meeting.

ARTICLE X. USE OF PROFITS

Profits must be used to carry out the purposes and powers of the Corporation as enumerated in Article VI and Article IX of this Charter. Profits not utilized in the furtherance and continuance of the Corporation will revert to and be designated for use by the Oneida Nation.

ARTICLE XI. ANNUAL MEETING

The Annual Meeting is subject to the following:

- (A) The annual business meeting of the Corporation with the Business Committee will be held on the second Tuesday of December for the purpose of receiving reports on the operations of the Corporation, election of board members, and transaction of any other business of the Corporation. In the event of failure, through oversight or otherwise, to hold the annual business meeting on the second Tuesday in December, a subsequent meeting, upon due notice, may be held in place of the regularly scheduled annual meeting. Any action taken at such subsequent meeting will be as valid as if the action was taken at the regular annual meeting.
- (B) Written notice stating the place, day and hour of the meeting, the purpose or purposes of the meeting will be delivered to the Secretary of the Business Committee. Such notice will be mailed, e-mailed or delivered in person not less than five (5) nor more than thirty (30) days before the date of the meeting.

- (C) The President of the Corporation or the Board of Directors will designate the place of the meeting and hour.

ARTICLE XII. SPECIAL MEETINGS

Special Business Meetings are those meetings other than the annual or regular meeting of the Corporation which are subject to the following:

- (A) May be called by the Corporation president, written request of two board members or by written request of a quorum of the Business Committee. A request for a special meeting by a quorum of the Business Committee is limited to the business of vacant position(s) on the Board or dissolution of the Corporation.
- (B) Once a request of anyone or more of the above is made for a special business meeting with the Business Committee, the Corporation Secretary must give written notice stating the place, day, and hour of the meeting, the purpose or purposes of the meeting, to the Secretary of the Business Committee.

ARTICLE XIII. REPORTS

The Secretary or other designated reporting officer of the Corporation shall file reports with the Oneida Business Committee and General Tribal Council in accordance with this Article. Reports shall be prepared at least annually to coincide with the annual meeting of General Tribal Council, with other reports quarterly to the Oneida Business Committee or as required by the Business Committee as the shareholder/member of the corporation.

Section I: Narrative Report

- (A) Definition: Narrative report is defined generally as contextual and non-financial information reported with financial information in order to provide understanding of the corporation's business done, market position, strategies, performance and future expectations. The Narrative report should include topics and information covering four broad categories of information, including 1) Market overview; 2) Strategy and Structure of the Corporation; 3) Management of value of the Corporation; and 4) Performance of the Corporation over the reporting period.
- (B) Components of Report: Narrative reports should include, but are not limited to, at a minimum, the following components in a comprehensive means for easy distribution and understanding:
 - a. Explanation of the core of the Corporation's business practices and market overview.
 - b. Explanation of the Corporation's current place within the market.
 - c. Explanation of the outlines of strategies by the Corporation for improved value in the market.

- d. Explanation of the Corporation's relative performance vs. competitors and identification of key competitors within the market.
 - e. Explanation of any material changes or developments in the market or nature of business the Corporation is primarily engaged in since the last reporting period.
 - f. Identification of the primary goals and targets of the Corporation and progress made towards accomplishment of the same.
 - g. Identification of key elements for success in strategies given, including risks, resources and relations available and needed in order to successfully fulfill outlined strategies.
 - h. Identification of medium (two to five year) and long (greater than five year) prospects and sustainability of the Corporation given present status, strategies and risks.
 - i. Explanation of market growth (if any) experienced by the Corporation, identifying sources of growth (i.e. organic growth through market share increase, volume of business increase, acquisition of competition or other assets, etc.).
 - j. Summary of the assets of the Corporation, including but not limited to its financial, physical, employee, customer, brand or intellectual property, and supply assets.
 - k. Summary and status update of any pending legal action to which the Corporation is a party and any relevant government regulation to which the Corporation may be subject.
- (C) Report Due Date: Narrative reports are due in time for the annual meeting of General Tribal Council generally held in July of each year, meaning it should be submitted no later than May 31st of each year unless GTC changes its meeting date or some other date is issued by the Business Committee.
- (D) Narrative Report Access: The Narrative report is one submitted to the Business Committee and General Tribal Council of the Oneida Tribe. It is considered a public report and shall be made available to the public through the office of the Secretary and/or the Oneida website or other available means.

Section 2: Financial Report

- (A) Financial Report Defined: The Financial report is the formal record of the financial activities of the Corporation. Such statements shall be presented in a structured and understandable manner consistent with Generally Accepted Accounting Principles (GAAP).
- (B) Financial Report Content: the Financial report shall include information in the following broad categories including but not limited to: 1) an executive summary or broad overview; 2) a balance sheet of the Corporation's financial position listing assets and liabilities; 3) income statement reporting the income, expenses and

general profit over the reporting period; 4) statement of retained earnings; and 5) statement of cash flow.

- (C) **Financial Report Due:** Financial Reports are due quarterly to the Oneida Business Committee with copies to the Oneida Treasurer and Chair of the Oneida Audit Committee and as otherwise demanded by the Oneida Business Committee as the representative owner of the Corporation.
- (D) **Financial Reports** are subject to an annual audit by auditors from the Oneida Tribe or by third party auditors as hired by the Oneida Tribe at the Corporation's expense detailing the fairness and accuracy of the financial reports. The audit reports shall be submitted as attachments to the financial reports as they are done and completed with each applicable reporting period.
- (E) **Financial Report Access:** Financial reports are proprietary and considered confidential information owned by the Oneida Tribe of Indians of Wisconsin, to be retained by the Secretary's office. Financial reports are accessible only to those authorized officers, officials and personnel of the Oneida Tribe of Indians of Wisconsin with a legal or legitimate need to know such report information. They may be disclosed with permission of the Corporation's Board and/or the Owner for economic solicitation purposes or as demanded by the Owner.

Section 3: Disclosure Report

- (A) **Disclosure Report Defined:** Disclosure reports financial and familial relationships and connections between the Corporation and other entities, as well as members of the Corporation's Board and key management personnel. Any financial or legal relationship, ownership interest, or any blood kinship within the Corporation and its financial practices or partnerships shall be detailed in a structured and easy to understand format.
- (B) **Disclosure Report Content:** The Disclosure report shall include, but not be limited to, the following detailed information:
 - a. Names and title of all of the Corporation's Board members' names, time in the position, and date when position shall be up for renewal or replacement (if applicable).
 - b. Names and title of all of the Corporation's key management personnel, with length of service in that position, and if under contract, when that position is up for renewal or expiration of the contract term.
 - c. Summary of any financial or familial relationship between any of the people in part a. or part b. in this Section, as well as any relationship, financial or familial with any current member of the Oneida Business Committee or any member of any regulatory body within Oneida such as a board committee or commission charged with regulating the Corporation's industry or activities.
 - d. Names of any other person, whether it be a business in any legal form or an individual, doing business with the Corporation for purposes of mutual

- enterprise (i.e. including but not limited to: joint ventures; membership in an LLC together; acquisition as a subsidiary; partnership).
- e. Summary of the financial transactions or relationship between those listed in d. above in this Section and the Corporation, including the purpose of the mutual enterprise, legal relationship, or other connection between the Corporation, its Board or its key management personnel and this other named entity or person.
- (C) Disclosure Report Due: An annual report to the Oneida Business Committee is due concurrently with the narrative report, as well as whenever there is a change to the Corporation's Board membership, turnover to key management personnel, or a business venture creating a new partnership, LLC, subsidiary, or any other legal entity connected to the Corporation for any purpose.
- (D) Disclosure Report Access: Disclosure reports are proprietary and considered confidential information owned by the Oneida Tribe of Indians of Wisconsin, to be retained by the Secretary's office. Disclosure reports are submitted to the Oneida Business Committee and accessible only to those authorized officers, officials and personnel of the Oneida Tribe of Indians of Wisconsin with a legal or legitimate need to know such report information.

ARTICLE XIV. AUDITS

An annual audit must be submitted to the Business Committee by the Secretary of the Corporation for the annual business meeting. Said audit is to be performed by an Independent Certified Accounting Firm pursuant to generally accepted auditing procedures. Audits of the Corporation may be conducted by the Oneida Nation with reasonable notice to the Treasurer of the Corporation.

ARTICLE XV. DISSOLUTION

The Corporation may be dissolved by:

- (A) Recommended adoption of a resolution providing for dissolution of the Corporation by the affirmative vote of two-thirds (2/3) of the board members.
- (B) Adoption of a Business Committee resolution dissolving the Corporation. Upon dissolution of the Corporation, the assets of the Corporation remaining are for the payment of debts and liabilities of the Corporation to be distributed to creditors in the following order: (1) third parties perfected security interest; (2) security interests of the Oneida Nation; (3) third parties unperfected security interest.

- (C) The Corporation agrees that when all loans, liens and other monies guaranteed by the Oneida Nation are paid in full, the corporation will execute and deliver to the Oneida Nation all interest it may have in any property, real or personal, on demand, free of all encumbrances.

ARTICLE XVI. AMENDMENTS

This Charter may be amended by Business Committee resolution pursuant to Oneida tribal laws and ordinances.

ARTICLE XVII. LIMITATION OF POWERS

Unless expressly authorized under this Charter, the Corporation may not:

- (A) Expressly or impliedly enter into agreements on behalf of the Oneida Nation.
- (B) Pledge the credit of the Oneida Nation.
- (C) Dispose, pledge, or otherwise encumber real or personal property of the Oneida Nation.
- (D) Secure loans or incur indebtedness requiring obligation, contribution or guarantee on the part of the Oneida Nation.
- (E) Waive any right of, or release any obligation owed to the Oneida Nation.
- (F) Waive any other rights, privileges or immunities of the Oneida Nation.
- (G) Exercise governmental functions, such as taxing, zoning, licensing or police powers, with respect to Oneida tribal lands. Such powers are exclusively reserved and may be exercised by the Business Committee through the enactment of codes, ordinances and regulations; however, the Corporation shall comply with and abide by such tribal enactments.

ARTICLE XVIII. BANKING COMMITMENT

The Business Committee grants this charter subject to the Commitment to the Board of Governors of the Federal Reserve System ("Board") and the Corporation is created subject to the Commitments by the Oneida Tribe of Indians of Wisconsin to the Board. The Corporation shall, within ten days of the granting of this charter, pass a resolution committing itself to abide by and comply with the Commitment Letters to the Board. Failure to execute and submit the Commitment Letters shall result in the immediate dissolution of the Corporation.

BC Resolution 10-25-1995-B approved a grant application to the Education Foundation of America for the
“development of ventures which have long-range “Seventh Generation” potential.

BC Resolution 10-16-1996 granted a Corporate Charter to Oneida Seven Generations Corporation which was
dissolved by BC Resolution 12-04-1996-A

Adopted by BC Resolution 12-04-1996-B

Amended by BC Resolution 01-29-1997-H

Amended by BC Resolution 07-09-1997-B

Amended by BC Resolution 07-13-2005-P

Amended by BC Resolution 09-27-2006-H

Amended by BC Resolution 01-26-2011-A

Amended by BC Resolution 02-08-2012-A

Amended by BC Resolution 02-22-2012-A



• Oneida Tribal Members Vote to Dissolve Seven Generations Corporation

Updated: Dec 15, 2013 10:15 PM CST

By Patrick Nelson

Ashwaubenon - The Oneida General Tribal Council votes to dissolve one of its businesses, the Oneida Seven Generations Corporation. It was most recently in the news for proposing a waste-to-energy plant in the Green Bay area.

In January, a Brown County judge upheld the Green Bay City Council's decision to repeal a permit for a proposed gasification plant, as the city alleged the corporation was not truthful about its plans.

This May, tribal members also voted to stop the plant from being established on tribal land.

Then in July, members again petitioned, this time to dissolve the Seven Generations Corporation, citing their poor business practices.

Sunday, the majority of nearly 2,000 Oneida tribal members made the decision in a special meeting at the Radisson Conference Center in Ashwaubenon.

"They lacked oversight by the business committee, we needed more information," says Frank Cornelius, who petitioned the General Tribal Council meeting. "They kept so secretive. They violated constitution. We have a constitution that says you have to report to the general tribal."

Tribal leaders say the vote today by the general tribal council will help to shape the way the Oneida Tribe will handle its corporations and its businesses in the future.

"We need rules. Anyone who opens up corporations or wants to work in the business world there needs to be rules and we do have rules, but we need more," adds Ed Delgado, Tribal Chairman.

Tribal members say the Seven Generations Corporation violated restrictions to put waste incinerator on tribal land, and the vote to dissolve the business is a positive move for the Oneidas.

"It will bring in a new era of responsibility for tribal corporations, fiscal responsibility, accountability, better behavior," says Leah Sue Dodge, an Oneida Tribal member.

Another member, Mike Debraska, says "People do have resolve and will take that action. The gain, the trust and the responsibility and accountability is now going to be there."

Tribal leaders are evaluating the financial impact of this decision, but they say it will not affect their ability to fulfill current financial commitments.

