



Oneidas bringing several hundred bags of corn to Washington's starving army at Valley Forge, after the colonists had consistently refused to aid them.

Oneida Tribe of Indians of Wisconsin

Post Office Box 365

Phone: 869-2214

Oneida, WI 54155



UGWA DEMOLUM YATEHE
Because of the help of this Oneida Chief in cementing a friendship between the six nations and the Colony of Pennsylvania, a new nation, the United States, was made possible.

RESOLUTION # 5-18-90-B

WHEREAS, the Oneida Tribe of Indians of Wisconsin is a federally recognized Indian government and a Treaty Tribe recognized by the laws of the United States, and

WHEREAS, the Oneida General Tribal Council is the governing body of the Oneida Tribe of Indians of Wisconsin, and

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

WHEREAS, the contamination of the soils, surface water and groundwater from failed, inadequate or nonexistant sewage waste disposal systems in the central community of Oneida has been documented, and

WHEREAS, the expansion of housing, public facilities and economic development opportunities within the central portion of the Reservation has been restricted by lack of wastewater treatment, and


WHEREAS, a facilities plan has recommended constructing a sewage collection system and connecting said system to the Green Bay Metropolitan Sewage District, and

WHEREAS, an agreement between the Oneida Tribe, Oneida Utilities Commission and Green Bay Metropolitan Sewage District has been negotiated.

NOW, THEREFORE BE IT RESOLVED: that the Oneida Business Committee does hereby approve of the terms and conditions contained in the Agreement for Wastewater Treatment Services and authorizes the Chairman and Tribal Secretary to sign said agreement in behalf of the Oneida Tribe of Indians of Wisconsin

C E R T I F I C A T I O N

I, the undersigned, as Secretary of the Oneida Business Committee, hereby certify that the Oneida Business Committee is composed of 9 members, of whom 5 members constitutes a quorum. 7 members were present at a meeting duly called, noticed and held on the 18th day of May 1990; that the foregoing resolution was duly adopted at such meeting by a vote of 6 members for; 0 members against, 0 members not voting; and that said resolution has not been rescinded or amended in any way.



Amelia Cornelius, Tribal Secretary
Oneida Tribe of Indians of Wisconsin

Oneida Tribe of Indians of Wisconsin

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COPY

AGREEMENT FOR WASTEWATER
TREATMENT SERVICES

This Agreement is made and entered into this 28TH day of FEBRUARY 1991, by and among the Green Bay Metropolitan Sewerage District (hereinafter METRO), a municipal corporation organized, existing, and operating pursuant to Sections 66.20 to 66.26 Wisconsin Statutes, the Oneida Utilities Commission (hereinafter COMMISSION), a corporation duly formed pursuant to the Constitution of the Oneida Tribe of Indians of Wisconsin, and the Oneida Tribe of Indians of Wisconsin (hereinafter ONEIDA TRIBE), a federally recognized tribe of Indians.

Some of the premises upon which this contract are based, without limitation because of enumeration, are as follows:

1. METRO is charged by statute to promote sewerage management policies and operations, to effect efficiency and economy in sewerage management based on currently accepted engineering standards regarding prevention and abatement of environmental pollution and on federal and state rules and policies in furtherance thereof, and to promote the public health and welfare.
2. The ONEIDA TRIBE now owns and operates wastewater collection and treatment facilities serving the Oneida Indian Community located within the Oneida Tribal Sanitary District in Brown and Outagamie Counties, Wisconsin. In order to promote the health and welfare of tribal members and improve environmental water quality in Duck Creek and the Bay of Green Bay, the ONEIDA TRIBE, acting through the COMMISSION, is desirous of improving and expanding the collection system

and making arrangements for effective and economical treatment of wastewater generated within the area surrounding the Oneida Indian Community.

3. The ONEIDA TRIBE, with the assistance of the engineering firm of McMahon Assoc. Inc. and in consultation with the Brown County Planning Agency, has conducted a wastewater facilities planning study and has identified a service area which includes lands within the boundaries of the Town of Hobart in Brown County, Wisconsin and the Town of Oneida in Outagamie County, Wisconsin (the Service Area). The boundaries of the Service Area are defined by the legal description set forth on Exhibit A and depicted on the map labeled Exhibit B, both of which are attached hereto and made part of this Agreement by reference.
4. The ONEIDA TRIBE has adopted, pursuant to the authority of the Constitution of the ONEIDA TRIBE, the Oneida Tribal Sanitary District Ordinance which creates a corporate entity known as the Oneida Utilities Commission.
5. The COMMISSION, with the approval of the ONEIDA TRIBE, desires to contract with METRO to provide wastewater treatment services. METRO, consistent with its commitment to effect economies and efficiencies in wastewater treatment through coordination, collaboration and cooperative action, is willing to enter into a contract to provide such services.

FOR AND IN CONSIDERATION of the premises and of the agreements contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

A. Conditions Precedent.

The following conditions precedent to the validity of this contract must be satisfied before this contract becomes effective as to any of the parties. The conditions precedent are the following:

1. Approval and execution of this contract by the governing bodies of each of the parties. The failure of any party to approve or to execute this contract is a failure of this condition precedent.
2. Approval of this contract by the Secretary of the Interior as required by Title 25, Section 81, of the United States Code.
3. METRO acquisition of interceptor facilities from the Village of Ashwaubenon for the purpose of transporting wastewater from the force main to be constructed by the COMMISSION to the De Pere Wastewater Treatment Plant (hereinafter DWTP).
4. METRO approval of the standard individual service contract form which will be offered to all property owners within the Service Area as more fully described in section D.2 of this Agreement.

B. Understandings with respect to jurisdiction.

1. Lands within the Service Area described in Exhibits A and B may be classified as follows:
 - a. Lands owned by the ONEIDA TRIBE;

- b. Lands held in trust by the United States of America for the ONEIDA TRIBE or individual members of the ONEIDA TRIBE;
 - c. Lands owned by members of the ONEIDA TRIBE; and
 - d. Lands owned by individuals who are not members of the ONEIDA TRIBE.
2. On May 19, 1986, METRO adopted Resolution #86-014 by which it annexed and made part of METRO all lands within the Town of Hobart except those previously annexed by METRO and those which are held in trust by the United States for either the ONEIDA TRIBE or individual members of the ONEIDA TRIBE. METRO believes and asserts that by annexation it has assumed authority and responsibility to govern annexed lands with respect to wastewater treatment matters. Furthermore, METRO believes and asserts that a sanitary district duly created pursuant to Wisconsin law and incorporating lands within the Town of Hobart and/or the Town of Oneida would have wastewater jurisdiction as to all non-trust lands included within its boundaries.
3. The ONEIDA TRIBE believes and asserts that it has jurisdiction as to wastewater treatment matters over all members of the ONEIDA TRIBE who reside within the Service Area.
4. METRO and the ONEIDA TRIBE recognize that both assert wastewater jurisdiction over lands within the Town of Hobart owned by members of the ONEIDA TRIBE. The parties agree that the jurisdictional question will not be resolved within the scope of this Agreement and need not be resolved in order to accomplish their mutual

objectives. Each of the parties further agrees that neither the existence of this Agreement nor any of the terms and conditions contained herein should or will be used or construed in any manner to prejudice the legal position of the other with respect to jurisdiction.

5. During the negotiations leading to this Agreement, litigation has been pending in the Federal District Court for the Eastern District of Wisconsin involving the Brown/Outagamie Joint Commission and the ONEIDA TRIBE. METRO's participation in this Agreement is not to be construed as a recognition of the existence of an Oneida Indian Reservation. The parties agree that neither the existence of this Agreement nor any of the terms and conditions contained herein shall be used in any manner in any litigation.

C. Term.

This agreement shall continue in full force and effect for a term of fifty (50) years or until terminated by mutual agreement of the parties or superseded by a subsequent agreement.

D. Service Area.

1. The ONEIDA TRIBE has adopted an Ordinance under authority derived from Oneida Tribal law creating a utility district known as the Oneida Tribal Sanitary District. METRO's participation in this Agreement shall not be construed as evidence of METRO's approval or ratification of the ordinance or a delegation of authority from METRO to COMMISSION with respect to

wastewater treatment matters for lands annexed to METRO.

2. COMMISSION agrees to offer and provide sewer service by standard individual service contract to all owners of existing structures suitable for human use and habitation, and all existing building lots within reach of the collector system, as the system will exist upon completion of the project now contemplated, located on or within lands annexed to METRO. COMMISSION agrees to offer service to all customers on the same terms and conditions. COMMISSION agrees to submit its standard individual contract to METRO for review and approval. Such approval is a condition precedent of this Agreement. COMMISSION also agrees to make no material change in the standard service contract that would affect the rights and obligations of utility customers who reside within areas annexed by METRO without prior approval from METRO. An example of the standard service contract is attached hereto as Exhibit C and made part of this Agreement by reference. METRO approves the standard service contract appended to this Agreement.

3. METRO has an obligation to protect its interceptor and the treatment plants to which its customers deliver wastewater; to insure that sound engineering practices are employed throughout the collector systems tributary to its treatment facilities so as, for example, to minimize infiltration and inflow; and to comply with the terms and conditions of the discharge permits issued to METRO and the DWTP. Consistent with that obligation, METRO retains and exercises its right to

approve all sewer extensions within its service area. Each customer must submit sewer extensions to METRO for approval. METRO has insisted upon the same right within the Service Area covered by this Agreement. COMMISSION agrees to submit all proposed extensions of the collector system within the Service Area to METRO for approval, and not to permit construction to proceed until such approval has been received. METRO agrees that it will not unreasonably or arbitrarily withhold such approval. COMMISSION shall have exclusive right to come to METRO to seek approval for an extension to its collector sewer system.

4. The Service Area shall not be expanded beyond the boundaries set forth in Exhibits A and B without the approval of METRO. COMMISSION shall have the exclusive right to come to METRO to seek approval for an expansion of the Service Area planned to be served by its collector system.
5. The Oneida Tribal Sanitary District Ordinance contains sewer use rules and regulations. COMMISSION and the ONEIDA TRIBE hereby represent that the sewer use rules and regulations will meet or exceed those contained in the sewer use ordinances, rules and regulations of METRO and the DWTP. COMMISSION agrees to promptly and without delay make any changes METRO may request to bring COMMISSION rules and regulations at minimum into compliance with METRO and the DWTP ordinances, rules and regulations, whether now in effect or hereafter adopted. COMMISSION further represents and warrants that its ordinances and individual service contracts provide it with legal authority to enforce compliance

with the rules and regulations. COMMISSION agrees that it will rigorously enforce its sewer use rules and regulations.

6. METRO shall have the right to inspect all lateral and mainline sewer connections made by COMMISSION at any time pursuant to this Agreement, and an easement is hereby granted to METRO by COMMISSION, the ONEIDA TRIBE, and the United States as Trustee to permit such inspections. METRO shall also have the right to enter upon lands contributory to the sewer system in order to sample and perform such other testing as it, in its sole discretion, determines to be necessary to monitor discharges to the system. COMMISSION hereby agrees to obtain an easement in favor of to the COMMISSION and METRO from each owner of land contributing sewage to the sewer system allowing entrance on the owner's land for this purpose.
7. METRO shall have the right to issue orders or permits requiring dischargers located within the Service Area to pretreat any wastewater discharged to the sewer system in order to insure compliance with requirements of the Environmental Protection Agency and/or as needed to comply with any other applicable discharge permits and orders. COMMISSION shall obtain an easement for METRO's benefit from each discharger permitting entrance upon the discharger's premises to monitor and enforce any pretreatment regulations. Any notice given by METRO to a discharger regarding any enforcement action on a pretreatment matter will also be given to COMMISSION. COMMISSION agrees that METRO must have the authority to require pretreatment by dischargers and to

enforce its orders or permits regarding pretreatment. COMMISSION agrees to provide full cooperation and assistance to enable METRO to carry out its responsibilities in this regard.

E. Force Main and Lift Station(s).

1. COMMISSION shall construct a force main with one or more lift stations from the Service Area to a point at which it will connect with the existing northwest leg of the Dutchman Creek interceptor system. Copies of all related O & M manuals, shop drawings, reproducible as-built plans showing invert elevations, manhole elevations, size, length, connection locations and right-of-way information including existing easements and existing building location where any building is over collector sewers, force main, or lift station(s) or within 5 feet of the right-of-way, and other similar documents shall be submitted to METRO upon request.
2. In the event METRO identifies a present public health problem or problems within its annexed lands which could be most expeditiously, efficiently and economically remedied by making use of collector or interceptor facilities owned by COMMISSION, METRO shall be entitled to come to COMMISSION to request service and COMMISSION agrees to consider such request. COMMISSION agrees that it will not unreasonably or arbitrarily deny such use.
3. The existing Dutchman Creek interceptor system that the COMMISSION force main will discharge to, has limited available capacity. The existing interceptor

capacities are allocated to the Village of Ashwaubenon, Town of Hobart Sanitary District #2, and METRO. The existing allocations will be revised to provide COMMISSION a maximum peak capacity of one (1) cubic foot per second (CFS). Use of this capacity will be governed by METRO ordinances.

F. Treatment and Other Charges.

1. COMMISSION agrees to pay to METRO, without recourse, promptly upon billing, all charges for wastewater treatment based on flow and strength of the wastewater delivered and interceptor operation and maintenance proportionate to flow. Interceptor Capital Cost ("Service Facilities Cost Recovery Charge") will be billed proportionate to allocated systemwide capacity. Notwithstanding any termination of this Agreement, for any reason, COMMISSION shall remain liable for Interceptor Capital Costs which it owes to METRO. Miscellaneous billings, where applicable, will be billed per Metro General Ordinance 79-1 "Metro Billing Procedures Ordinance".
2. Sewage originating in the Service Area will be initially treated at the DWTP. However, COMMISSION acknowledges METRO's absolute discretion to determine where sewage from the Service Area or any part thereof, is treated and the user charge rate that would apply in accordance with METRO's general rate structure.
3. Treatment charges will be billed to COMMISSION based upon the billing parameters used by METRO throughout its service area. Initially, the billing parameters

will be flow (to include interceptor infiltration and inflow), BOD, suspended solids (SS), and phosphorus (P). It is anticipated that charges for total kjeldahl nitrogen (TKN) associated with ammonia treatment will start in 1992. Billing parameters may be changed by METRO as dictated by discharge permits or other reasonable needs of METRO. The billing methodology to be employed is set forth in Exhibit D attached hereto and incorporated in this Agreement by reference.

METRO shall install, operate and maintain a wastewater flow metering device in order to determine, within the limits of metering technology, the volume of wastewater flow as a basis for billing purposes. Wastewater strengths for billing purposes will be based on estimated concentrations as set forth in the billing methodology. METRO reserves the right to undertake sampling, from time to time, in order to verify that estimated strengths are valid. METRO will have exclusive access to the wastewater metering device and exclusive right to calibrate the meter and perform other maintenance. However, a COMMISSION representative(s) may accompany METRO to observe the procedure. The COMMISSION agrees to be bound by the provisions of METRO Billing Ordinance 79-1. Any metering and sampling devices used for billing purposes shall be owned, and exclusively operated and maintained by METRO.

4. COMMISSION hereby indemnifies and holds harmless METRO, its agents and employees, from any and all liability, loss or damage METRO may suffer as a result of claims, demands, costs or judgments against METRO arising

directly to or from this Agreement. Should it become necessary for METRO to incur costs and expenses to retain the services of an attorney to enforce the indemnity provisions hereof, COMMISSION hereby agrees to pay METRO's reasonable costs and attorney fees thereby expended or for which direct liability is incurred. This indemnity agreement does not indemnify METRO against loss or damage METRO sustains to the extent it is attributable to (causal negligence of METRO, its officers, agents or employees.

5. The parties acknowledge that Section 66.25(1), Wisconsin Statutes, authorizes METRO to pay for improvements to the collection system and/or treatment facilities by special assessment against property served by said improvements. The parties further acknowledge that Section 66.25(2), Wisconsin Statutes, authorize METRO to levy a tax on taxable property within the district for purposes of carrying out and performing duties under Sections 66.20-66.26. In the event METRO elects to make a special assessment under Section 66.25(1) or levy a tax pursuant to Section 66.25(2) and it is determined that such special assessment or tax may not be assessed or levied against any property in the Service Area (the "Exempt Properties"), then the parties agree to determine an appropriate methodology for computing the sums that would have otherwise been assessed or levied against the Exempt Properties. The COMMISSION agrees to promptly pay to METRO an amount equal to the sums that would have been assessed or levied against any Exempt Properties. It is understood that all lands within the Service Area will be considered in determining what

constitutes the Exempt Properties, including but not limited to, properties which are owned by the ONEIDA TRIBE or members of the ONEIDA TRIBE or are held in trust by the United States of America for the ONEIDA TRIBE or individual members of the ONEIDA TRIBE.

G. Non-Performance by the COMMISSION.

To ensure its performance under this Agreement, the ONEIDA TRIBE hereby guaranties all of the obligations of the COMMISSION under this Agreement. In addition, the COMMISSION agrees to maintain, at all times during the term of this Agreement, an irrevocable letter of credit, in favor of METRO, which shall be in the amount of Fifty Thousand Dollars (\$50,000.00). The letter of credit shall be in a form attached hereto as Exhibit E. If, by reason of any failure of the COMMISSION to perform any obligations or provide any services contemplated by this Agreement, METRO incurs any expense, or does not receive payment as provided herein, then METRO may proceed against the letter of credit in its favor to obtain compensation for such expense or payment. In such event, the COMMISSION shall immediately cause a new letter of credit to be provided to METRO in an amount equal to the sum drawn by METRO on the initial letter of credit; it being the intent that METRO shall always have a letter or letters of credit in the total amount of Fifty Thousand Dollars (\$50,000.00) issued in its favor. In addition, if the COMMISSION fails to perform its obligations under the provisions of this Agreement, then METRO may do any or all of the following: (1) disconnect COMMISSION facilities from METRO interceptor facilities; (2) refuse to provide service; or (3) METRO may sue the COMMISSION in Brown County Circuit Court for the COMMISSION's failure to perform its obligations under this Agreement, including, but not limited to, its obligation not to exceed the maximum flow of wastewater

its obligation not to exceed the maximum flow of wastewater permitted under Section E.3. of this Agreement. It is expressly agreed by all of the parties that the COMMISSION waives its immunity from suit and agrees to be subject to the jurisdiction of the Brown County Circuit Court.

H. Procedures for Disconnection or Refusal to Provide Service.

No action shall be taken by METRO to disconnect the COMMISSION's sewer from the METRO interceptor, or to refuse to provide service to the COMMISSION, for any failure of the COMMISSION to comply with this Agreement, unless the COMMISSION has first been provided thirty (30) days written notice of such failure and of the intention of METRO to take such action. Notwithstanding anything contained herein to the contrary, METRO may disconnect the COMMISSION's sewer from the METRO interceptor, with concurrent notice to COMMISSION, when a condition exists which presents an imminent danger to the continued operation of the sewerage system. In the event METRO is prohibited or enjoined from exercising its right to disconnect or refuse to provide service as provided above, COMMISSION and the ONEIDA TRIBE agree that METRO may directly enforce any of the provisions of the METRO or DWTP sewer use ordinances within the Service Area. COMMISSION and the ONEIDA TRIBE hereby delegate to METRO full authority to exercise the enforcement provisions of the sewer use ordinances. Copies of the ordinances are on file at the wastewater treatment facilities or are available upon request.

I. Controlling Effect of METRO Ordinances.

Except as provided herein, the parties agree that METRO ordinances, as they may exist from time to time, shall apply in all aspects of the relationship arising out of this Agreement.

ONEIDA COMMUNITY UTILITIES COMMISSION

By: Alvin C. King
Chairman

THE ONEIDA TRIBE OF INDIANS OF WISCONSIN

By: Richard S. Hill
Tribal Chairman

THE GREEN BAY METROPOLITAN SEWERAGE
DISTRICT

By: Harold J. Day
GBMSA COMMISSION PRESIDENT

APPROVED:

UNITED STATES SECRETARY OF THE INTERIOR

By: Earl J. Barber
Area Director

EXHIBIT A
Legal Description of
Service Area

Thence Easterly 1,350 feet along said line parallel with and 300 feet northerly of the centerline of Jason Drive to the centerline of Duck Creek;

Thence Northeasterly 2550 feet along said Duck Creek centerline to the East line of said Section 34;

Thence South 1,580 feet along said East line to the Centerline of West Mason Street (S.T.H. "54");

Thence Southwesterly 2,350 feet along said centerline to the North line of Section 3, Town 23 North, Range 19 East;

Thence continue Southwesterly 680 feet along said centerline to a line being parallel with and 300 feet Northeasterly of the centerline of Airport Drive;

Thence Southeasterly 1,200 feet along said parallel line to the centerline of Silver Creek;

Thence Northeasterly 500 feet along the centerline of Silver Creek to the Northerly extension of the West line of Brown County Tax parcel No. HB-1344.1;

Thence South 300 feet along said line to the Northwest corner of said Parcel;

Thence East 340 feet along the North line of said parcel to the West line of Section 2, Town 23 North, Range 19 East;

Thence continue East 400 feet along the Easterly extension of the North line of Brown County Tax Parcel No. HB-1344.1;

Thence South 400 feet parallel with the East line of said Parcel No. HB-1344.1 to the centerline of Airport Drive (C.T.H. "GG");

Thence East 400 feet along said centerline;

Thence South 400 feet parallel with the West line of Section 2;

Thence West 800 feet parallel with the centerline of Airport Drive (C.T.H. "GG") to the East line of Section 3;

Thence continue West 1,120 feet parallel with the said centerline to the centerline of Silver Creek;

Thence Southwesterly 4,700 feet along the centerline of Silver Creek which runs parallel and approximately 1,000 feet Southeast of Freedom Road to a line being parallel with and 300 feet southwesterly of the centerline of Florist Drive;

Thence Northwesterly 1,100 feet along said parallel line to the Northwesterly Right-of-Way line of Freedom Road (C.T.H. "E");

Thence Northeasterly 150 feet along said Right-of-Way line to a line being 210 feet Southwesterly of and at right angles to the Easterly extension of the Southwesterly line of Brown County Tax Parcel No. HB-1304;

Thence Northwesterly 1,140 feet along said line and its Easterly extension to the centerline of Duck Creek;

Thence Southwesterly 3,700 feet along the centerline of Duck Creek to the Southeasterly extension of a line being parallel with and 800 feet Southwesterly of the centerline of King Lane in said Section 4;

Thence Northwesterly 1,150 feet along said parallel line;

Thence Northeasterly 500 feet on a line being perpendicular to the centerline of King Lane to a line being parallel with and 300 feet Southwesterly of the centerline of King Lane;

Thence Northwesterly 700 feet along said parallel line to a line being parallel with and 300 feet Southeasterly of the centerline of Seminary Road;

Thence Southwesterly 2,050 feet along said parallel line;

Thence Northwesterly 600 feet along a line being perpendicular to the centerline of King Lane to a line being parallel with and 300 feet Northwesterly of the centerline of King Lane;

Thence Northeasterly 3,100 feet along said parallel line to a line being parallel with and 300 feet Southerly of the centerline of Old Seymour Road;

Thence Westerly 1,280 feet along said parallel line to the centerline of a tributary of Oneida Creek;

Thence Northeasterly 1,850 feet along the centerline of said tributary which runs parallel and approximately 1,300 feet Northwest of Seminary Road to the South line of Outagamie County Tax Parcel No. 1355;

Thence East 370 feet along said South line to the Southeast corner of said Parcel;

Thence North 975.48 feet along the East line of said Parcel to the Southeast corner of Outagamie County Tax Parcel No. 1357;

Thence West 452.6 feet along the South lines of Outagamie County Tax Parcel Nos. 1357 and 1356 to the Southwest corner of Tax Parcel No. 1356;

Thence Northwesterly 150 feet along the West line of Tax Parcel No. 1356 to the Southeast corner of Outagamie County Tax Parcel No. 1358;

Thence West 450 feet along the South line of said Parcel to the Southwest corner of said Parcel;

Thence North 380 feet along the West line of said Parcel and its Northerly extension to the North Right-of-Way line of the Green Bay and Western Railroad in Section 33, Township 24 North, Range 19 East, Outagamie County;

Thence West 400 feet along said Right-of-Way line to the West line of Outagamie Tax Parcel No. 683;

Thence North 1,700 feet along the said West line of Tax Parcel No. 683;

Thence East 1,760 feet parallel with the South line of said Section 33;

Thence South 1,400 feet parallel with the East line of said Tax Parcel No. 683 to a line being parallel with and 300 feet North of the North Right-of-Way line of the Green Bay and Western Railroad;

Thence East 1,800 feet along said parallel line to a line being parallel with and 300 feet Northwesterly of the centerline of Riverdale Drive (C.T.H. "J");

Thence Northeasterly 200 feet along said parallel line to a line being parallel with and 300 feet West of the centerline of North County Line Road (C.T.H. "U");

Thence North 1,950 feet along said parallel line to a point being 300 feet West of the intersection of the East line of Section 33 and a line being parallel with and 300 feet Northeasterly of the centerline of St. Joseph Drive;

Thence East 300 feet to the Point of Beginning.

DMS/gaw

June 11, 1990

McMahon Associates, Inc.
1377 Midway Road/P.O. Box 405
Menasha, WI 54952
(414) 739-5034

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EXHIBIT B
Service Area Map

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