

A History of Relationships Between the Oneida Tribe of Indians and the Village of Hobart¹

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Terra Institute

Prepared by David Stanfield (Terra Institute) and Leland Wigg-Ninham (Consensus Development LLC)²

1. Background:

The relationships between the Oneida Tribe of Indians of Wisconsin³ and the Village of Hobart in northern Wisconsin near Green Bay have had their ups and downs for many years.

One issue concerns the Oneida Nation's desire to acquire land within the formal tribal reservation boundaries but also within Village boundaries. Hobart community leaders are concerned about Oneida acquisition of land presently on the Village's tax roll and then converting it into land held by the US Government in trust for the Tribe. That trust status of the Tribal land would remove it from the tax rolls of the Village, which could lead to increased property taxation of the remaining private landowners in the Village.

Another issue is which governing unit has authority over planning and development concerning land which lies within both jurisdictions.

There have been at least six court actions (many more, if appeals are counted) involving the Oneida and Hobart communities as plaintiffs or defendants since 2003, costing their governments an estimated combined total of more than \$2 million in legal and court fees in the past six years alone. There have been other negative encounters. There have also been instances of communication and cooperation since 2003, but they have often been constrained by mutual distrust.

This paper describes at least part of the history of the at times strained relationships between these two governing entities in order to inform people from both communities who become interested in encouraging respectful dialogue among members of the Oneida/Hobart community to dissolve past tensions.

¹ The opinions and descriptions of events contained in this paper are those only of the authors, and do not represent the views of participants in the Talking Circle Consensus Development Workshops in April and May, 2014, nor of the Village of Hobart, the Oneida Tribe of Indians, Terra Institute or the Wisconsin Humanities Council. Any errors are the responsibilities of the authors.

² Supported by Terra Institute and the Wisconsin Humanities Council.

³ In this paper the term "Oneida Tribe of Indians" is equivalent to the term "Oneida Nation".

2. A partial history of land relations of the Oneida Nation with neighboring Wisconsin county, town, village and city jurisdictions

The Oneida Tribe of Indians is a sovereign entity with governing authority over its citizens--members of the Oneida tribe and the lands to which the Oneida Tribe has sovereign rights as established in the 1838 Treaty between the US Federal Government and the Oneida and other Tribes, originally from the East Coast of the U.S.

The State of Wisconsin as well as counties, towns, cities and villages, such as the Village of Hobart, also exercise sovereign authority over their citizens and the lands within their jurisdictions.

The history of European settlement and settler relations with Oneida and other indigenous peoples have resulted in overlapping Oneida and non-Oneida governmental jurisdictions. Important historical moments in the establishment of overlapping jurisdictions include the following:

- 1822--an advance party of Oneida people from New York moved to what is now Wisconsin after brokering a deal with the Menominee for the use and occupancy of eight million acres.
- 1831--Stambaugh Treaty with the Menominee tribe reduced the land base to 500,000 acres for the Oneida, Brothertown and Stockbridge tribes.
- 1838--Oneida Treaty between the US Federal Government and the Oneida Tribe established the 65,436 acre Oneida Reservation.

Figure 1 shows the approximate land areas promised to the Oneida by the Menominee in 1822 (a dispute arose over this purported agreement), and modified by the Stambaugh Treaty in 1831 and again reduced by the 1838 Treaty.

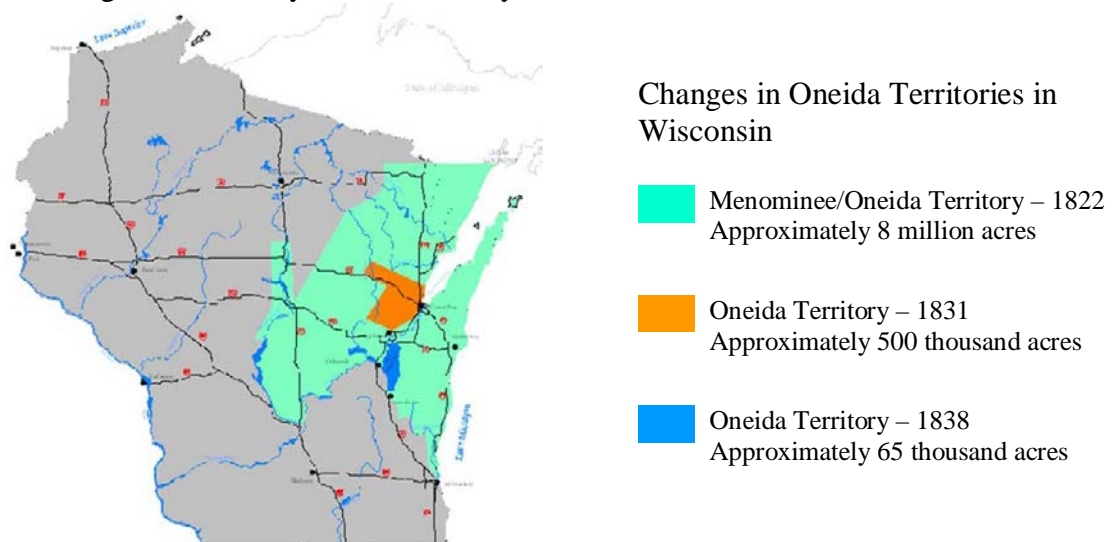


Figure 1: The Changes in Oneida Territories in Wisconsin from 1822 to 1838
Source: Oneida Nation GIS, Division of Land Management

- 1848 Wisconsin became a state.
- 1851 Outagamie County established.
- 1852 Brown County established the boundary between Brown and Outagamie Counties running north-south approximately through the middle of the Oneida Reservation (see Figure 3).
- 1890 Dawes Allotment Act authorized the 1891-93 subdivision of Oneida Tribe reservation land into small parcels of 90 acres or less and allotted to individual Indians who, after a period of twenty-five years, could sell or lease their land as they wished. These rights define what people usually mean by “fee simple ownership”. When the twenty-five year period expired much of the land was bought by non-Indians. By 1920, only a few hundred acres remained in the possession of Oneida tribal members and a few acres still held in Trust by the U.S. Government. The remainder of the 65,400 acres was owned by Whites.

See Figure 2.

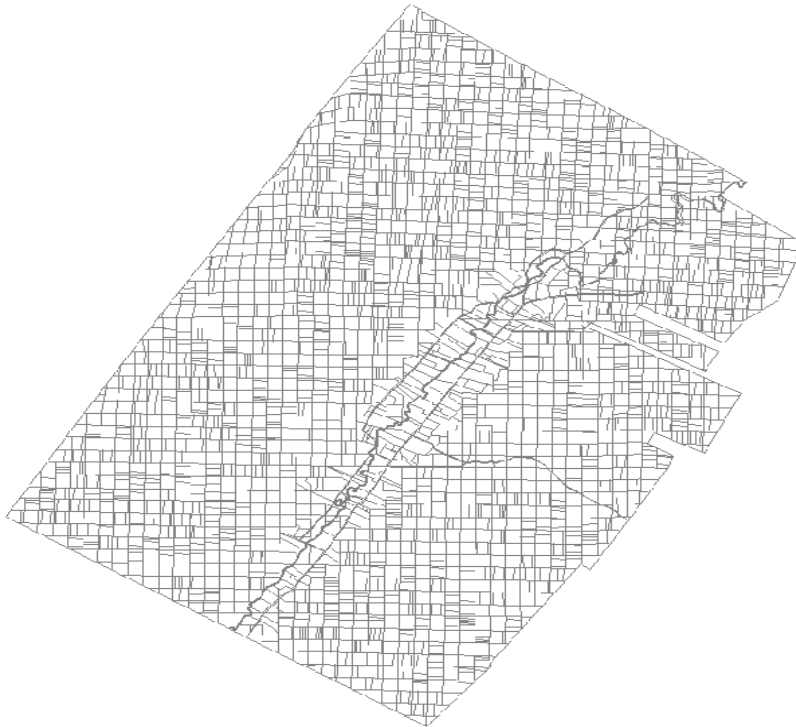


Figure 2: The Allotments done during 1891-1893 under the Dawes Act
Source: Oneida Nation GIS

- 1908 Town of Hobart in Brown County was established encompassing 20,750* acres, all inside the Oneida Reservation
- 1910 Town of Oneida in Outagamie County was established with 38,785* acres all inside the Oneida Reservation
- 1906 Town of Pittsfield established, with 162* acres inside the Oneida Reservation.

- City of Green Bay extended its municipal boundary into Oneida Reservation, west of Taylor Road, 3,862* acres inside the Oneida Reservation
- Village of Ashwaubenon boundaries were established, with 1,161* acres within Oneida Reservation
- 1906 Town of Howard was established, with 1* acre inside the Oneida Reservation
- 1920-- Only a few hundred acres remained in the possession of Oneida tribal members. Most of the remainder of the 65,400 acres within the original reservation was owned by non-Oneida people.
- 1936, the Oneida wrote a new constitution and reorganized their tribal government. The following year the Tribe bought back 1,270 acres of land within the boundaries of the Reservation.
- 1988 Oneida Casino established
- 2002 Town of Hobart became a Village

*These area figures are approximate and not official.

The “co-location”⁴ of various Wisconsin local government jurisdictions on Oneida Reservation land is shown in Figure 3:

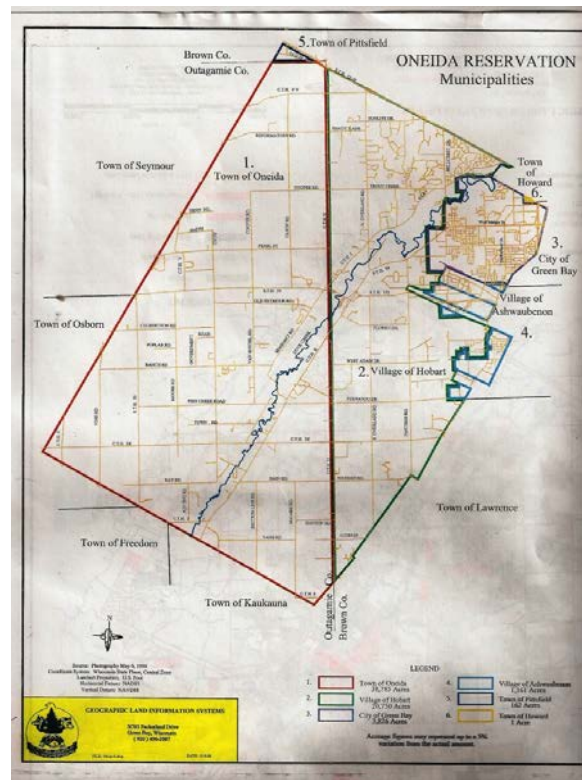


Figure 3: Co-location of Oneida Reservation land with Six Wisconsin Local Government Jurisdictions. Source: Oneida Nation GIS

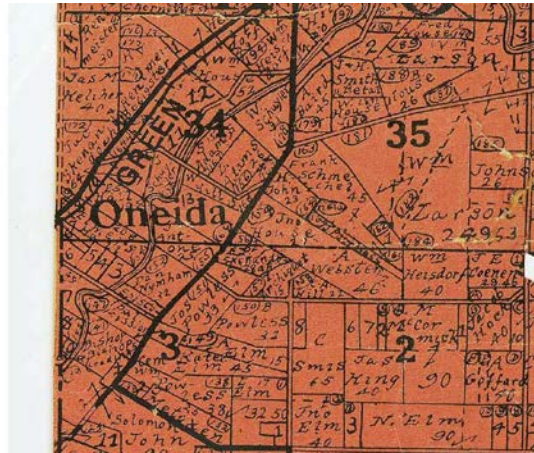
⁴ A useful term suggested by Elaine Willman.

In summary, part of the Oneida reservation falls within the boundaries of the Brown County containing parts of the Towns of Pittsfield and Howard, the Village of Ashwaubenon, all of the Village of Hobart and part of the City of Green Bay. Another part of the reservation is located within Outagamie County—the Town of Oneida. Most of the reservation is divided into what the State designated as the Town of Oneida, in Outagamie County, and the Village of Hobart, in Brown County.

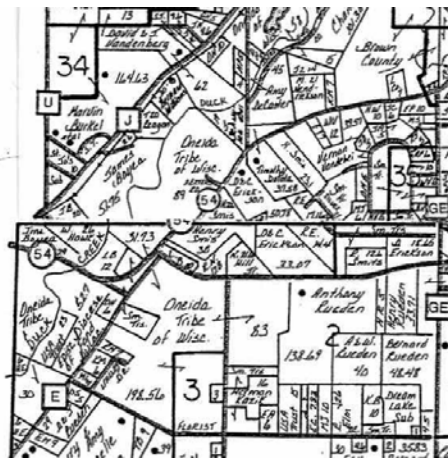
The allotment of reservation land in 1891-1893 to individuals produced fragmentation of ownership as well as the operations of land markets, and the gradual movement of land out of ownership by Oneida people into the hands of non-Oneida people.

See Figure 4 for the ownership of parcels in 1917 in four sections of what was then the Town of Hobart, approximately 25 years after the allotments into individual ownership. Figure 4 also shows the ownership of parcels in those same four Hobart sections in 1991. Each Section is approximately 1 mile by 1 mile, or 640 acres.

The ownership pattern in 1917 was more fragmented with smaller parcels mostly under individual ownership than in 1991. By 1991 there had been some consolidations of parcels and re-arrangement of the ownership landscape. The Oneida Tribe of Wisconsin by 1991 had acquired some land in Sections 34 and 3, although in none of the four Sections shown in Figure 4 are there any parcels held by the Federal government in trust for the Tribe.



Four Sections of Town of Hobart Parcels in 1917



Four Sections of Town of Hobart Parcels in 1991

Figure 4: Comparison of Parcels in Sections 34, 35, 3, and 2 in 1917 and 1991
Source: Brown County Plat Maps

Wisconsin jurisdictions which “co-occupy” Oneida Nation reservation land have to cover much of their yearly budgets from property taxes from privately owned parcels. The Oneida Tribe has purchased land in recent years which had been privately owned “in fee” after 1891 and subject to County administered property taxes. Once the Federal government accepts the Oneida lands in trust, however, they are exempt from local government property taxes.

The revenues generated by Tribal enterprises, especially casino gaming since 1988 have allowed the tribe to buy back over 35% of the original reservation land since 1988 (approximately 23,000 acres), some of which is in federal trust and exempt from County property taxes, and some of which remains in Tribal ownership without being converted into trust land.

See Figure 5 for the amount of Oneida Reservation land owned by the Nation in fee simple (the orange colored parcels) and Oneida Nation land held in federal trust (the red colored parcels). Clearly the proportion of land owned by the tribe in fee simple ownership and in trust is greater

in the Town of Oneida (Outagamie County) than in the Village of Hobart (changed from a Town to a Village in 2002)

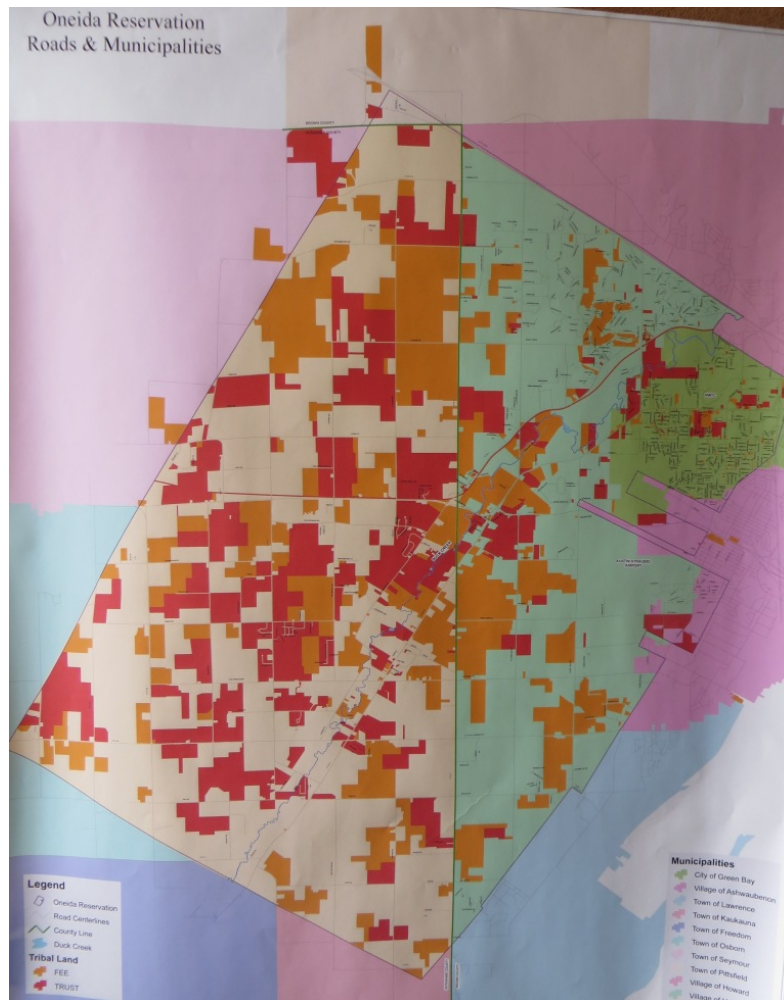


Figure 5: Land in Reservation Held by Oneida Nation in Fee and Federal Trust (Feb, 2011).
Source: Oneida Nation GIS

Many of the tensions between the Oneida and Hobart communities have their roots in the question of which government—Oneida or Hobart-- administers what land. The Village of Hobart has vigorously defended its rights to administer land, including the taxation of land and improvements, improvements of roads and other infrastructure, zoning of land use and the regulation of improvements which private owners may wish to make to their properties.

Village of Hobart leaders on various occasions have expressed their concern with Tribal governmental challenges of what they feel are the rights and responsibilities of Village government concerning land, property taxes generated, and the exercise of sovereignty.

Hobart has hired legal consultants costing over \$1, 721,000 for the years between 2008 and 2013⁵ with the goal:

To protect and uphold the laws, policies, and jurisdiction of the Village and of the Constitutions of the United States and State of Wisconsin; to resist and defend against all aggressive attempts by the Oneida Tribe of Indians of Wisconsin to challenge the Village's full municipal jurisdiction over all fee lands. (Village of Hobart, Final Budget for 2013, pages 53 and 75).

The Tribe likewise has a strong commitment to strengthening its claims as a sovereign nation with power to govern its members through re-acquiring 75% of the land in the Oneida Reservation by 2033 (General Tribal Council-GTC, Resolution 9-18-10-A).

While the budgetary data is not available, it seems likely that the Oneida Tribe has also spent a substantial amount of money on legal specialists and court fees in disputes with the Village of Hobart, probably at a level similar to what the Village of Hobart has spent over the past five years. Certainly the total spent on these court cases the past six years by both governments exceeds \$2 million.

The exercise of sovereign power concerning land (and many other aspects of community life) is largely through units of government—the General Tribal Council (GTC) for the Oneida Tribe of Indians and the various units of local government for the Towns, Villages and Counties surrounding the Oneida reservation. Both tribal and local governmental units elect their government officials. Usually only enrolled tribal members elect the members of the GTC. Most adult residents of a Town, Village or City, Indian or non-Indian are eligible to vote for members of their respective governmental units.

Due to the complexity of administrative responsibilities around land and law enforcement of overlapping jurisdictions, the arrangements for coordinating these various units of tribal and local government in the exercise of their sovereign powers are important and often complicated. Completing claims of sovereignty in such situations require special efforts at cooperation for achieving common as well as unique goals.

For most of the units of local government jurisdictions overlapping Oneida reservation land, practical arrangements have in fact been fashioned so that the Tribe and units of local state government actually resolve problems affecting them both, such as generating revenues for schools and local infrastructure, protecting the environment, and keeping the peace. Somehow people in these communities have found ways to avoid costly legal actions, except for the Oneida/Hobart communities. What follows is a brief and partial history of sometimes successful and sometimes unsuccessful efforts at getting along by Oneida and Hobart communities.

3. History of Some Interactions Between the Village of Hobart and Oneida Nation since 1985

⁵ We are looking for comparable figures for the Oneida Tribe's expenditures for legal services. A lot of money and time have been spent on these legal cases.

The timelines outlined above gives an indication of how the complex relationships among the Oneida Nation and surrounding Wisconsin jurisdictions have come into being.

To get a flavor of how the Oneida Nation and the Village of Hobart have interacted in recent years, using legal data bases and newspaper archives⁶ assembled by Patty Loew, we have selected the following events of Hobart-Oneida interactions:

- 1) Brown and Outagamie counties, the City of Green Bay, the Towns of Hobart and Oneida, along with the Fort Howard Paper Corporation filed suit in Federal District Court to disestablish the Oneida reservation. The case was dismissed By Thomas Curran, US District Judge in 1990 (Case Number: 8S-C-IO52).

- 2) Tribal Fee Land Subject to Hobart condemnation authority-2003

In 2003, Hobart filed a lawsuit in the Circuit Court for Brown County seeking a declaration that tribal fee land is subject to Hobart's condemnation authority. In 2006, the Tribe filed a lawsuit in federal court to resolve the issues raised in this state court case that Hobart filed. Hobart filed a counterclaim seeking a declaration that tribal fee land is subject to Hobart's condemnation authority and special assessments. In 2008 the Federal Court ruled in favor of Hobart and determined that Hobart may condemn and levy special assessments against previously allotted fee land owned by the Tribe, unless and until the land is placed into trust.[Brown County Circuit Court Case No. 03-CV-75; Oneida Tribe v. Hobart, 542 F.Supp.2d 908 (E.D. Wis. 2008)] [Associated Press, in *Kalihwisaks*, April 10, 2008, p. 1]

- 3) A Service Agreement was signed between the Oneida Nation and the Village of Hobart, Nov. 2004 (thru Nov., 2007)[*Aswaubenon Press*, May 4, 2007, p. 17a]

- 4) Easements on Oneida Land—2005

Village of Hobart Board Meeting—Oneida Chairman G. Danforth spoke to the Village Council giving the background for this meeting which was to provide Hobart residents with what they “need to know how their governments work to make it easier when an easement is needed.” This meeting was designed to give an outline as how an easement can be applied for through the Oneida Tribe. [12-06-2005 Village of Hobart Board Meeting Minutes (printed in *The Ashwaubenon Press, Hobart Section*: Dec. 23, 2005, p. 15)]

- 4) Meeting on the Guardian Pipeline Project—2006

The Oneida Nation and the Village of Hobart held a joint meeting on the Guardian Pipeline project. Tim Carpenter, Village trustee said that they would be willing to give

⁶ Most of the newspaper articles cited below come from *The Ashwaubenon Press*, a daily newspaper with a circulation of approximately 6,000, serving the area of Brown County around the Village of Ashwaubenon, and from *Kalihwisaks*, (translated as "She Looks For News"), the weekly newspaper of the Oneida Tribe of Indians.

updates regarding the Guardian Pipeline to Oneida at any time. "I would like us to keep abreast of the whole issue before the tribe and village take a position, and possibly do it together," The group then discussed the possible disposition of PCBs by Georgia Pacific on land they own that is adjacent to the tribe within the Village of Hobart. Both sides plan on watching this particular issue in the future. [*Ashwaubenon Press, Hobart: July7, 2006*]

- 5) Lawsuit concerning abandoned railroad property--2006.
(Brown County Circuit Court Case No. 06-CV-480, *aff'd*, 303 Wis.2d 761, 736 N.W.2d 896 (Wis. App. 2007))

In 2006, Hobart filed a lawsuit in the Circuit Court for Brown County seeking a declaration of its "interests" in the former railroad right-of-way running through the Oneida Reservation. The Tribe maintained that the former railroad right-of-way is restricted treaty land, i.e. the land was reserved for the use and occupancy of the Tribe by the 1838 Treaty with the Oneida, and was not thereafter allotted. Hobart contended that it had an interest in the land because if the court determines that the land is owned in fee by the Tribe, Hobart would possess the right to tax, condemn, and zone the land. The circuit court dismissed Hobart's lawsuit on the grounds that Hobart does not possess an interest in the land. Hobart filed an appeal of the Circuit Court's decision. In 2007, the Wisconsin Court of Appeals affirmed the Circuit Court's decision dismissing Hobart's lawsuit (Appeal No. 2006AP2639). <http://caselaw.findlaw.com/wi-court-of-appeals/1363094.html>

- 6) Reservation Roads Program--2007

The Bureau of Indian Affairs which has administered a Indian Reservation Roads (IRR) program changed its formulas so that tribes could ask for funds for all the roads on their reservation, not just those owned by the tribes. The federal government recognized that the roads within reservations often have been the roads last repaired by other municipalities.

The change triggered an appeal by Western tribes who saw their share of the IRR fund drop. Oneida officials attempted to get agreements from all of the municipalities within Oneida by the March 15, 2007 deadline in order to get all the roads within the reservation inventoried and thereby protect against losing funds which could total \$1 million. The lone holdout was the village of Hobart who offered to agree to seven of its roads under certain conditions. "The conditions were that the village didn't give up any control of the roads, payments would not be credited from the service agreement payment, for legal issues such as liability, we need to agree on what judicial system will adjudicate and resolve any issues like that going forward. If that means that the tribe has to consider waiving sovereign immunity, then so be it," said Hobart President Richard Heidel.

Bill Gollnick as quoted in the local newspaper, said: "Our intention is to establish a team comprised of representatives from each of the affected communities and agree on the prioritization of roads to be repaired. In that way, each community will benefit in due

course. This logic is grounded in need and equitable priority. Should you wish to reconsider your original submission, please advise. We will work with the Bureau to attempt to take full advantage of this opportunity to benefit us both.”

The service agreement between the Village of Hobart and the Oneida Tribe was up for renewal November 14, 2007. The Press wrote that it has been the policy of the Village of Hobart to work with Tribal government to find common ground that meets the needs of all of the residents of Hobart, both tribal and non-tribal members. [Kalihwisaks, March 29, 2007, p. 1 and *The Press*, May 4, 2007, p. 17a].

Agreements between the Tribe and the Village on both topics, roads and service, were up in the air.

- 7) Elaine Willman’s as Tribal Relations Director of the Town of Hobart met with Tribal representatives on September 19, 2007.

Unfortunately we have not been able to get the text of Ms. Willman’s talk. But the tribal newspaper reported that Bill Gollnick and Gerald Danforth were present for Elaine Willman’s presentation. The following is Bill Gollnick reactions as reported in the newspaper:

“...we’ve expressed our desire to enter into service agreements. We did so, in fact, in the past and now we’re getting phone calls from people in New York saying that the Village of Hobart is saying that we’re not going to negotiate with them on service agreements. If we’re going to really try to build something, I think we have the capacity to do that. If we want to believe that the sky is falling and we have to divide up along lines, I think that is very counter-productive...” [Kalihwisaks, Sept. 27, 2007 p. 8A]

- 8) Information Meeting Provided by the Oneida Nation—November, 2007

The Oneida Communications Department held their first Community Information meeting for Hobart and Oneida residents in mid November, 2007. The Chief of Staff for the Oneida Tribe addressed the group in attendance stating the purpose of the meeting is to interact with the citizens of Hobart and the Oneida Tribe to better understand the issues that face the two governing bodies. Gollnick said the Oneida Tribe will continue to be here and Hobart will be here for a long time. "We need to work and cooperate on issues." [Aswaubenon Press, *Hobart*: November 30, 2007, p. 17a]

Three focus groups were conducted initially: 18 women and 11 men. The findings from the focus group indicated there was misinformation and misunderstanding regarding issues related to the Oneida Nation - treaty rights, sovereignty and what is/is not paid for in terms of taxes and services. It was determined from the group findings that the most polarizing issue is land purchase and removal of property from the tax base. There were some concerns about "reverse discrimination" - hostility/feeling unwelcome by the Oneida people.

After listening to the study's conclusions, the message was clear from those in attendance. There was concern with communication of both governing bodies as well as concern over land in trust and taxes, and the lack of a service agreement.

The meeting concluded with Tribal Chairman Gerald Danforth thanking everybody for coming. He said he felt cooperative engagement is the right way to go. *Aswaubenon Press, Hobart*: November 30, 2007, p. 17a]

However, the next Community Information meeting, scheduled for December 20th, was not held.

9) Service Agreement-2007

It was announced December 20, 2007 that the Oneida Tribe and the Village of Hobart would meet in January, 2008 to discuss a new Service Agreement. Service agreements are created to compensate local municipalities and tribes for services provided. They are directly related to land in trust that the tribe does not pay taxes on. Services typically include road maintenance, police and fire protection, and social services.

The Tribe reached a tentative service agreement with Brown County, May 22, 2008

The Oneida Tribe broke off negotiations in February of 2008 for a service agreement with the village of Hobart after passing a resolution citing a strained government- to-government relationship with the village. [*Kalihwisaks*, May 22, 2008, p. 1A]

Hobart applied to a judge to block Brown County/Oneida Nation service agreement, but the application was denied.

10) Emergency responder responsibilities in parts of Hobart—2008

In 2008, Hobart filed an action in the circuit court for Brown County against Brown County and the Tribe concerning the ability of Brown County to dispatch 911 calls to Oneida police officers in a 1,700-acre area around Hwy 172, Hwy 54 and County Road E without Hobart's consent. Hobart claimed it has the authority to decide how law enforcement services are provided in Hobart. Hobart also claimed the provision of the Service Agreement between the Tribe and Brown County concerning Brown County's dispatch of 911 calls originating from "downtown Oneida" to Oneida police officers should be found void.

The Court dismissed the Tribe as a party based on sovereign immunity grounds and awarded the Tribe statutory attorney's fees. The Court granted summary judgment in favor of the County. Hobart asked the Court to reconsider its decision, claiming the Tribe was not a public agency under state law eligible to receive 911 calls. The Court denied Hobart's motion for reconsideration of the previous decision. Hobart appealed to the Wisconsin Court of Appeals. The Wisconsin Court of Appeals affirmed the Circuit Court's decision in June, 2011 (Appeal No. 2010AP561). Hobart asked the Wisconsin

Supreme Court to review the decision. The Supreme Court denied Hobart's request for review. [Kalihwisaks, June 30, 2011, p. 3A]

The village's position as expressed by Elaine Willman was concern over the erosion of village control and decision-making. "The 1,700 acre area designated in the service agreement is an arbitrary line that can be expanded," Willman said, according to the Ashwaubenon Press.

11) Thornberry Creek-2008-9

Oneida Nation finalized the purchase of the Thornberry Creek property, a golf course and resort facilities, for \$10.7 million on Dec. 30, 2008. The golf course had fallen into bankruptcy under former owners TCGC, LLC. The property comprised a 36 hole, 320 acres golf course, a banquet facility, and pro shop, which when paired with nearby casino and hotel operations create a true resort destination.

Prior to the bankruptcy proceedings, Hobart was an owner of the property and placed a set of restrictive covenants that required Hobart's approval of a transfer in the event a proposed transfer would cause: 1) the removal of the property from the tax rolls, 2) diminishment of the tax value, or 3) the removal of the property from Hobart's zoning authority and zoning jurisdiction. The Tribe asked the court to invalidate these restrictive covenants on the grounds they were inconsistent with federal law.

On October 1, 2008 the Federal District Court ruled in favor of Hobart's preservation of its restrictive covenants on this property. In order to remove grounds which Hobart might have to object to the transfer because the transfer would remove the property from the Village of Hobart's zoning authority and zoning jurisdiction, the Tribe passed a resolution and signed an acknowledgment to be bound by Hobart's zoning authority and zoning jurisdiction for that property. Hobart subsequently objected to the transfer. The bankruptcy court denied Hobart's objection. Hobart appealed to the Eastern District Court of Wisconsin. The Court denied Hobart's appeal December 23, 2008. The Tribe purchased the property shortly thereafter. [Kalihwisak, January 2, 2009, p. 1] [08-MC-59 (E. Dis. Wis. 2008)]

12) Tribal suit of Hobart over storm-water fees-2010

In 2010, the Tribe initiated its first lawsuit against Hobart, asking the court to declare that Hobart did not have the authority to impose storm water charges against the Tribe's trust property. In response to the Tribe's lawsuit, Hobart filed a third-party complaint against the United States. In 2012, the Court ruled that the Village charges are taxes and are precluded by federal law. Hobart appealed. In 2013, the US 7th Circuit Court of Appeals upheld the Circuit Court's decision. Hobart appealed the decision to the United States Supreme Court. In May, 2014 the Supreme Court let the lower court's ruling stand (denied cert.). 891 F.Supp.2d 1058 (E.D. Wis. 2012); *aff'd* 732 F.3d 837, (7th Cir. 2013)

13) Reservation Disestablishment through Fee to Trust Challenge

In 2010 and 2011, the Village of Hobart filed a total of 5 consolidated appeals with the Interior Board of Indian Appeals (IBIA), appealing Notices of Decision (NODs) to accept a total of approximately 578 acres of land located in Hobart into trust for the Tribe. In its appeals, Hobart suggested the Tribe and its members were not under federal jurisdiction in 1934 and are not under federal jurisdiction today because the Oneida Reservation did not exist in 1934 and does not exist today. As a result, Hobart asserted the Secretary of the Interior never had the authority to take land into trust for the Tribe under federal law. Hobart also asserted a wide array of general legal challenges to the fee-to-trust process.

The IBIA issued a decision in May, 2013 determining that the Tribe was under federal jurisdiction in 1934 and the Secretary therefore had the authority to take land into trust for the Tribe. The IBIA also affirmed the Bureau of Indian Affairs (BIA)'s assessment of the Tribe's need for land, the Tribe's use for the land, and the BIA's ability to handle additional responsibilities. However, the IBIA remanded the case back to the BIA for further consideration of the loss of tax revenue, jurisdictional and land use conflicts, environmental concerns, and potential bias in the fee-to-trust consortium. [57 IBIA 4 (05/09/2013)]

14) Biomass plant—August, 2011

Permitting conditions placed by the Village of Hobart on a proposed biomass plant were deemed unfair by the Oneida Seven Generations Corporation (OSGC). This decision resulted in moving the biomass to energy project from within the Village of Hobart to a property in Green Bay.

The plant, to be located on the city's northwest side, will take municipal solid waste otherwise placed in local landfills through a gasification process generating power that will be sold to Wisconsin Public Service.... [*Kalihwisaks*, August 5, 2010, p. 1A]

15) Goodwill Neighbors, Oneida/Hobart Community Meeting, March 7, 2012

The purpose of the first meeting was "To create/develop educational, social relationships and bring a better understanding between the Oneida Nation and Village of Hobart communities". The meeting was facilitated by Leland Wigg-Ninham, and organized by Sally Sieber and Florence Banaszak

Featured speakers included Director of Tribal Affairs, Village of Hobart, Ms. Elaine Willman and Chairman Oneida Nation, Mr. Ed Delgado

A misunderstanding about a petition mistakenly circulated at the beginning of the meeting led to postponement. [source: Notes by L. Wigg-Ninham on the meeting]

To summarize the relations between the Tribe and Village:

- There have been positive experiences of Tribe and Village meetings during the past decade, as illustrated by the Service Agreement signed in 2004, but terminated in 2007, the Guardian Pipeline Project in 2005, and the information meeting arranged by the Tribe in 2007 which produced a call for cooperation.
- More negative meetings have included the Reservation Roads Program in 2007, the termination of the Service Agreement in 2007, the discussions about Biomass plant relocation in 2011, and the suspension of the first meeting of Goodwill Neighbor Gathering in 2012.
- Lawsuits—Since 1990, at least six legal actions have been initiated by the Village directly or indirectly against the Tribe, and one has been initiated by the Tribe against the Village. Most recently, the Village appealed the recent storm-water fee assessment case to the 7th District Appeals Court and then to the Supreme Court; the Village claim was denied in both appeals.
- Legal and court fees paid by the Oneida Nation and by the Village of Hobart likely have exceeded a combined \$2 million over the period 2008-2013.

For a discussion of how respectful dialogue and practical cooperation can be encouraged in the relations between the Tribe and Village, see the paper by Wigg-Ninham and Stanfield (2014), “The Uses of a Modified Talking Circle for Encouraging Dialogue among Oneida and Hobart Community Members”.