



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

NOV 03 2011

REPLY TO THE ATTENTION OF:

Robert L. Long
Summit Petroleum Corporation
P.O. Box 365
Mount Pleasant, Michigan 48804-0365

Dear Mr. Long:

I am writing in response to the July 21, 2011, letter sent by S. Lee Johnson and Gina A. Bozzer regarding the Summit Petroleum Corporation application for a Clean Air Act (CAA) operating permit pursuant to 40 C.F.R. Part 71. I also take this opportunity to address other concerns raised in this letter.

You take exception in your letter to the U.S. Environmental Protection Agency's statement in our June 17, 2011, letter that Michigan's federally approved State Implementation Plan (SIP) does not apply within the Isabella Reservation, and that EPA is the proper permitting authority for CAA permitting programs within the reservation. As you may be aware, the boundaries of the Isabella Reservation were recently formally delineated pursuant to an Order for Judgment entered by the U.S. District Court for the Eastern District of Michigan's Northern Division.¹ Pursuant to this December 17, 2010, Order, the State of Michigan and other parties agreed to the permanent recognition of the Isabella Reservation as established in the Treaties of 1855 and 1864.² A copy of the Order, which includes the map formally adopted by the parties, is enclosed with this letter.

We are aware that, prior to entry of the Order, there was confusion regarding the boundary of the reservation. As a result, we are aware that the State of Michigan issued various permits for sources within the boundary, although EPA has not delegated, authorized, or approved the State to implement any federal environmental programs within the Isabella Reservation. Accordingly, Michigan's SIP does not apply within the Isabella Reservation, and EPA is the proper permitting authority for both the CAA Title V Operating Permits Program, as well as the Prevention of Significant Deterioration/Pre-Construction Permits Program.

Your letter also contains a request for an administrative stay of EPA's review and processing of Summit's application for a federal Title V permit. As you are aware, on April 29, 2011, the Sixth Circuit, before which Summit's petition for review of EPA's September 8, 2009, and

¹ Saginaw Chippewa Indian Tribe of Michigan v. Jennifer Granholm, Case Number 05-10296-BC, D.Mich., December 17, 2010.

² Treaty with the Chippewa of Saginaw, Aug. 2, 1855, 11 Stat. 633; 1864 Treaty with the Chippewa Indians, Oct. 18, 1864, 14 Stat. 647.

October 18, 2010, applicability determinations are pending, denied Summit's request for a judicial stay of EPA's administrative process. Further, on March 17, 2011, we denied a similar request for an administrative stay of the requirement to submit an application for a federally-issued Title V permit. We find no basis for granting such an administrative stay at this time.

We would like to move forward as expeditiously as possible with the federal permitting process for Summit's facility. In light of the jurisdictional uncertainty that predated the December 17, 2010, Order delineating the Isabella Reservation boundaries, EPA believes that appropriate steps to ensure that Summit has full CAA permit coverage would include obtaining both a Part 71 federal operating permit, and a synthetic minor source permit now available under the federal minor source rules for Indian country.³ We anticipate that a synthetic minor permit would include limits equivalent to those included in Michigan's air use permit to install no. 631-821, issued on August 2, 2006, by the Michigan Department of Environmental Quality (MDEQ). In particular, the permit issued by MDEQ contains restrictions on the gas sweetening plant limiting sulfur dioxide emissions to 22.4 pounds per hour, and 98 tons per year on a 12 month rolling time period. The EPA synthetic minor permit would include the emission limits, process and operational limits, monitoring, and recordkeeping and reporting requirements already contained in the Michigan permit. The terms and conditions from the EPA synthetic minor permit would then be carried into the Part 71 operating permit for Summit.

We understand that Summit's claims regarding EPA's applicability determinations, and specifically EPA's determination to aggregate sour gas wells with Summit's sweetening plant, are currently the subject of ongoing litigation. We would anticipate that any resolution of the administrative aspects of Summit's CAA permit coverage could be accomplished with appropriate reservations of any rights or positions that may relate to this litigation.

We would like to arrange a conference call to discuss these matters further, and to work toward an expeditious and productive resolution to the administrative permit process. Please contact Constantine Blathras, of my staff, at (312) 886-0671, to arrange a call, or if you have any questions regarding this matter.

Sincerely,



Genevieve Damico
Chief
Air Permits Section

Enclosure

³ EPA, "Review of New Sources and Modifications in Indian Country," 76 Fed. Reg. 38748 (July 1, 2011), which amended 40 C.F.R. Part 49, and which has an effective date of August 30, 2011.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
NORTHERN DIVISION

SAGINAW CHIPPEWA INDIAN TRIBE OF
MICHIGAN,

Plaintiff,

-and-

UNITED STATES OF AMERICA,

Plaintiff-Intervenor,

v.

Case Number 05-10296-BC
Honorable Thomas L. Ludington

JENNIFER GRANHOLM, Governor of the
State of Michigan, MIKE COX, Attorney General
of the State of Michigan, ROBERT J. KLEINE,
Treasurer of the State of Michigan, and the STATE
OF MICHIGAN,

Defendants,

-and-

CITY OF MT. PLEASANT, and COUNTY OF
ISABELLA,

Defendant-Intervenors.

ORDER GRANTING JOINT MOTION FOR "ORDER FOR JUDGMENT"

In July 2010, less than one month before trial, the parties informed the Court that they were close to settling this case, which commenced more than five years ago. The settlement, which was finalized in November 2010, consists of an "Order for Judgment," which is now before the Court, and twelve intergovernmental agreements. The Order for Judgment provides for permanent recognition of the Isabella Reservation as established by the 1855 executive order issued by President Pierce, the 1855 Treaty with the Chippewa of Saginaw, Etc., U.S.-Chippewa, Aug. 2,

1855, 11 Stat. 633 (“1855 Treaty”), and the 1864 Treaty with the Chippewa Indians, U.S.-Chippewa, Oct. 18, 1864, 14 Stat. 657 (“1864 Treaty”). The Isabella Reservation consists of all lands within the contiguous area comprised by the townships of Wise, Denver, Isabella, Nottawa, Deerfield, and one-half each of Chippewa and Union, as well as a smaller parcel of land located in Arenac County on the Saginaw Bay and a small parcel in Isabella County. [Dkt. # 271-A]; 48 Fed. Reg. 40790 (Sept. 9, 1983). The Order for Judgment also provides for the final resolution of this lawsuit, and recognizes this Court’s jurisdiction to enforce the terms of the Order for Judgment and the intergovernmental agreements.

The intergovernmental agreements are contracts negotiated by the parties during the mediation process. The intergovernmental agreements provide the specific terms and conditions of the settlement. The intergovernmental agreements include five contracts between the State of Michigan and the Saginaw Chippewa, concerning enforcement of the Indian Child Welfare Act, law enforcement, state sales taxes, fuel taxes, income taxes, tobacco taxes, business taxes, and natural resources and conservation. Four agreements between the City of Mt. Pleasant and the Saginaw Chippewa concern zoning and land use within the city, law enforcement within the city, revenue generated by city property taxes, and local regulations. Three agreements between Isabella County and the Saginaw Chippewa concern zoning and land use within the county, law enforcement within the county, and revenue generated by county property taxes.

On November 9, 2010, the Saginaw Chippewa Indian Tribe of Michigan, the United States, the State of Michigan, Governor Jennifer Granholm, Treasurer Robert J. Kleine, the City of Mt. Pleasant, and the County of Isabella (collectively “settling parties”) filed a joint motion asking the Court to enter the Order for Judgment, accept the intergovernmental agreements, and dismiss the

case with prejudice. Attorney General Mike Cox did not join the motion. Instead, the Attorney General filed three objections to the joint motion and intergovernmental agreements on November 10, 2010. Also on November 10, the Court set the joint motion for hearing on November 23, 2010, and established a procedure for accepting public comments with respect to the proposed Order for Judgment and the intergovernmental agreements. After reviewing the joint motion, the Attorney General's objections, the proposed Order for Judgment, the intergovernmental agreements, and the public comments, the Court granted the joint motion and agreed to enter the Order for Judgment on November 23, 2010. At the time, the Court emphasized the extraordinary effort undertaken by the parties and the innumerable benefits provided by the negotiated agreements. The Court also explained its reasons for entering the Order for Judgment of the Attorney General's objections, which are set forth in more detail below.

I

In his first objection, Attorney General Cox contends that the Order for Judgment and intergovernmental agreements on law enforcement should not treat "sold lands" within the boundaries of the Isabella Reservation as Indian country. The treaties reserved only "unsold lands" for the benefit of the Tribe. As a result, the Attorney General argues, lands that had already been sold or deeded to the State of Michigan at the time the treaties were ratified were never part of the Isabella Reservation and should not be made part of the Isabella Reservation by the settlement. The Attorney General emphasizes two Michigan Court of Appeals' decisions that reached a similar conclusion when interpreting the treaties. *See Moses v. Dep't of Corrs.*, 274 Mich. App. 481 (2007); *People v. Bennett*, 195 Mich. App. 455 (1998).

In response, the settling parties emphasize that negotiations concerning "unsold lands" were

conducted and the issue was resolved more than a year ago. They also note that *Moses* and *Bennett* were decided without the benefit of the extensive historical evidence that was compiled for this case. Additionally, Indian treaty interpretation is controlled by federal law. Accordingly, while *Moses* and *Bennett* are instructive, they are not precedential authority.

Ultimately, whether or not “sold lands” were intended to be part of the Isabella Reservation was one of many legitimate questions that were not unequivocally resolved by the language of the treaties. The treaties make clear that “sold lands” were not available for allotment, but they do not address whether the parties to the treaties intended to exclude “sold lands” from the sovereign jurisdiction of the Tribe. The Attorney General’s interpretation can be grounded in the language of the treaties, but so can the settling parties’ interpretation. The point, nevertheless, is that the settling parties reached a compromise and determined that the “sold lands” should be included within the reservation, and in return, the Tribe would also share some of its sovereign authority over those lands. The Saginaw Chippewa, for example, agreed to make certain payments in lieu of property taxes on land that is placed in trust and to cross deputize county and city law enforcement officers to enforce tribal law.

Settlements require compromise, and the compromise reached here is both reasonable and in the public’s interest. *See, e.g., United States v. Lexington-Fayette Urban Cnty. Gov’t*, 591 F.3d 484, 489 (6th Cir. 2010). The Reservation boundaries described in the settlement will eliminate the jurisdictional patchwork that has forced law enforcement officers and prosecutors to consult a map before making an arrest or pursuing criminal charges. *See Seymour v. Superintendent of Wash. State Penitentiary*, 368 U.S. 351, 357–59 (1962) (discussing the problems with “checkerboard” jurisdiction). Moreover, the Order for Judgment specifically provides that existing criminal

convictions will not be disrupted by jurisdictional changes created by the settlement. Accordingly, the Attorney General's first objection is reasonably addressed by the settling parties.

The Attorney General next objects to any limitations on the ability of state police officers to enter the "Tribal Enclave" for law enforcement purposes. The Tribal Enclave is a small parcel within the Isabella Reservation, which includes land owned by the Tribe and viewed by the Tribe as essential to its sovereignty. State police can enter the Tribal Enclave only if they are responding to an emergency call, in "fresh pursuit" of a suspect, or with authorization from the Tribal Police. The Attorney General contends that the restrictions are inconsistent with *Nevada v. Hicks*, 533 U.S. 353 (2001). In *Hicks*, the Supreme Court held that a tribal court's jurisdiction is limited with respect to non-Indian actors, even as to events that took place within Indian country and on land owned by a tribe. *Id.* at 358–60. Accordingly, a tribal member cannot sue a state game warden in tribal court for executing a search warrant within Indian country where the game warden was seeking evidence of a crime that occurred outside Indian country.

The procedures described in the law enforcement agreement are consistent with *Hicks* and the interests of the public. The agreement does not limit the authority of the state police to enforce state law within the Tribal Enclave. Rather, it simply requires that the state police officers follow certain procedures before entering the Tribal Enclave. The state police will still be able to execute state-issued search warrants within the Tribal Enclave after obtaining authorization from the Tribal Police. In the event of an emergency, however, pre-authorization is not required. The agreement is a compromise that enables the Tribe to retain a higher degree of sovereignty within the Tribal Enclave without sacrificing public safety. Accordingly, the Attorney General's second objection is also reasonably addressed by the settling parties.

The Attorney General's final objection relates to the procedures established by the parties and the Court for soliciting public comments on the proposed Order for Judgment and intergovernmental agreements. The Attorney General emphasizes that other states, including North Dakota and Montana, require public comment before an agreement between a tribe and the state can be finalized. In response, the settling parties emphasize that a public comment period was not required under Michigan law. Moreover, if problems arise, they can be resolved by amendments to the agreements or additional agreements.

It is important to emphasize that the public did have an opportunity to comment on the proposed Order for Judgment. The public comment period established by the Court provided the public with an opportunity to review the proposed Order for Judgment and intergovernmental agreements, and to provide suggestions or comments. The response was almost universally positive. The only overtly negative comment was submitted by an Isabella County commissioner who voted against the settlement and would have preferred to continue litigating the case. It is difficult to characterize the commissioner's submission as a "comment." Rather, it was a summary of the historical factual arguments the commissioner believed that Isabella County should have introduced at trial, and it was largely duplicative of the arguments considered by the Court in reviewing the parties' dispositive motion papers.

Three additional commenters—the police chief from the neighboring town of Shepard, a Union Township Supervisor, and the Isabella County Drain Commissioner—suggested an expansion of the intergovernmental agreements. The Shepard Police Chief, Michael J. Main, suggested that the law enforcement agreement provide for cross-certification of additional officers to enforce tribal law. He noted that Shepard police officers will occasionally assist with public safety concerns

within the Isabella Reservation. The Union Township Supervisor, John F. Barker, noted that the intergovernmental agreements did not resolve all the administrative and jurisdictional issues that may arise. He suggested that the settlement should specifically allow for additional agreements. The Isabella County Drain Commissioner, Richard F. Jakubiec, expressed concern about the effect of the settlement on established rights-of-way and concerns about lost revenue losses caused by the placement of additional land in trust.

As an initial matter, supplemental agreements are, in fact, possible if they are agreeable to the necessary parties. The intergovernmental agreements were not intended to provide a solution to every potential administrative or jurisdictional problem involving the Tribe, the State of Michigan, the United States, and the local government entities. The potential for expansion and improvement of those agreements does not mean the proposed Order for Judgment should not be entered. Moreover, as the Court noted at the hearing, the agreements are likely to improve public safety, streamline the resolution of otherwise complicated jurisdictional issues, and provide the County and City with revenue from trust land that would otherwise not be available. The Order for Judgment will not disrupt established rights-of-way. Accordingly, while the public comments provided an additional perspective on the settlement, they did not require any changes to the proposed Order for Judgment.

Additionally, Michigan law does not require the State or local governments to solicit public comments or hold a public meeting before settling a lawsuit. *See Mich. Comp. Laws § 15.268(e)* (permitting closed meetings to discuss pending litigation). Indeed, Governor Granholm is entitled to litigate and negotiate a settlement of the case on behalf of the State without the participation of the Attorney General or any local government entity. The Attorney General's participation as a

party to the case, while permissible, is unnecessary. *See Mich. Const. art. V §§ 1, 8; but see In re Certified Question*, 638 N.W.2d 409, 414 (Mich. 2002) (permitting Attorney General to initiate and settle litigation on behalf of the State of Michigan). Accordingly, the public comment period established by the Court provided a reasonable accommodation to the Attorney General's concerns.

II

The settling parties committed a remarkable amount of time and effort to the intergovernmental agreements and proposed Order for Judgment. Their efforts yielded twelve detailed agreements that provide much greater certainty and stability for the parties and their constituents. Overlapping jurisdiction between the Saginaw Chippewa, the City of Mt. Pleasant, Isabella County, the State of Michigan, and the United States has the potential to create significant problems. The settling parties' demonstrated ability to negotiate and compromise reflects a reasoned investment for the future of all the people living on or near the Isabella Reservation.

Accordingly, it is **ORDERED** that the settling parties' joint motion for "Order for Judgment" [Dkt. # 271, 273] is **GRANTED**.

It is further **ORDERED** that all other pending motions [Dkt. # 222, 223, 243, 244, 245, 246] are **DISMISSED AS MOOT**.

s/Thomas L. Ludington
THOMAS L. LUDINGTON
The United States District Judge

Dated: December 17, 2010

PROOF OF SERVICE

The undersigned certifies that a copy of the foregoing order was served upon each attorney or party of record herein by electronic means or first class U.S. mail on December 17, 2010.

s/Tracy A. Jacobs
TRACY A. JACOBS

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
NORTHERN DIVISION

Saginaw Chippewa Indian Tribe of
Michigan, et al.,

Plaintiffs,

v.

Case No. 05-10296-BC
Honorable Thomas L. Ludington

Jennifer Granholm, et al.,

Defendants,

ORDER FOR JUDGMENT

Overview

A. In November 2005, the Saginaw Chippewa Indian Tribe of Michigan (“Tribe”) filed a complaint against the Governor, the Attorney General, and the Treasurer of the State of Michigan, each in their official capacities (collectively, “State Officials”). The Tribe’s complaint sought a declaratory judgment that the Isabella Reservation (the “Reservation”) was established through the Executive Order of May 14, 1855 (“Executive Order”), which withdrew certain lands in Isabella County in contemplation of the later treaty; the Treaty with the Chippewa of Saginaw, Etc. of Aug. 2, 1855 (“1855 Treaty”), 11 Stat. 633; and the 1864 Treaty with the Chippewa of Saginaw, Swan Creek, and Black River of October 18, 1864 (“1864 Treaty”), 14 Stat. 657. The Tribe further sought a declaration that the Isabella Reservation continues to exist today as an Indian reservation and is Indian Country pursuant to 18 U.S.C. § 1151 and federal law. The Tribe sought to permanently enjoin the State and its officials from acting in any manner inconsistent with the Reservation’s status as an Indian reservation and as Indian Country.

B. The State Officials answered the complaint and alleged that the Isabella Reservation was not established by the 1855 or 1864 Treaties; that if it was, it did not include land sold or otherwise disposed of prior to May 14, 1855 (the date of the Executive Order), or that it was diminished by operation of the Treaties' terms. The State Officials further asserted that the claims of the Tribe and the United States are barred by res judicata, collateral estoppel, acquiescence, impossibility, impracticability, and laches, or any combination of these affirmative defenses.

C. In November 2006, the Court allowed the United States to intervene as Plaintiff on its own behalf and on behalf of the Tribe as trustee. The United States sought the same declaratory judgment as the Tribe. The State Officials and the State of Michigan (collectively, the "State") answered the United States' complaint with the same allegations and defenses.

D. In November 2007, the Court allowed the City of Mt. Pleasant ("City") and Isabella County ("County") to intervene in the case as defendants under Fed. R. Civ. P. 24(b). They asserted substantially the same defenses as the State, including the affirmative defenses of res judicata, collateral estoppel, equitable estoppel, acquiescence, impossibility, impracticability, and laches or any combination of these affirmative defenses.

E. The Tribe, the United States, the State, the City, and the County have stipulated to the entry of this Order.

Terms and Conditions

I. Parties

The Parties are the Tribe, the United States, the State, the City, and the County, including their respective departments, agencies and other subdivisions.

II. Jurisdiction

This action arises under the Constitution and laws of the United States. This Court has jurisdiction pursuant to 28 U.S.C. § 1331 and 28 U.S.C. § 1362.

III. Permanent Recognition of the Isabella Reservation

The Court finds that:

A. The Isabella Reservation was established and confirmed by the Executive Order, the 1855 Treaty, and the 1864 Treaty.

B. Since its creation, the Isabella Reservation has not ever been diminished or disestablished in any way.

C. The Isabella Reservation includes all of the lands located within a contiguous area comprised of the following areas of Isabella County:

1. North half of Township 14 North, Range Three West;
2. North half of Township 14 North, Range Four West;
3. Township 14 North, Range Five West;
4. Township 15 North, Range Three West;
5. Township 15 North, Range Four West;
6. Township 15 North, Range Five West; and
7. Township 16 North, Range Three West.

D. All lands within the Isabella Reservation, including lands sold or otherwise disposed of prior to the May 14, 1855 Executive Order, are, and since May 14, 1855 have been part of the Isabella Indian Reservation and are Indian country as currently defined by federal law, including 18 U.S.C. § 1151.

E. To the extent that this Order conflicts with the decisions of either *Moses v. Dept. of Corrections*, 247 Mich. App. 481, 736 N.W.2d 269 (Mich. Ct. App. 2007) or *People v. Bennett*, 195 Mich. App. 455, 491 N.W.2d 866 (Mich. Ct. App. 1992), or any other court or

administrative decision, order, judgment, argument, position, or stipulation, this Order controls, except that in order to respect the finality of prior state-court criminal judgments, this Order does not disturb any convictions entered before the date of this Order pursuant to the jurisdictional holding of either *Moses v. Dept. of Corrections*, 247 Mich. App. 481, 736 N.W.2d 269 (Mich. Ct. App. 2007) or *People v. Bennett*, 195 Mich. App. 455, 491 N.W.2d 866 (Mich. Ct. App. 1992).

F. In the event that the issue of the boundaries of the Isabella Reservation, or whether land within the Isabella Reservation constitutes an Indian reservation and/or is Indian Country, arises in future litigation, administrative proceedings, or future negotiations for intergovernmental memoranda of agreement, the Parties are barred from taking any position contrary to this Order.

G. In addition to the lands in Isabella County described in Section III(C), the Isabella Reservation also includes the "Pinconning-Saganing Site" in Arenac County, and certain additional parcels in Isabella County, as described in 48 Fed. Reg. 40790 (Sept. 9, 1983). The boundaries and status of the "Pinconning-Saganing Site" and the additional Isabella County parcels are not at issue in this case and are not affected by this Order. The GIS map attached as Exhibit A accurately depicts the entire Isabella Reservation, including the entire "Isabella Site" and the "Pinconning-Saganing Site," as of the date of the entry of this Order.

H. This Order does not affect the ability of the United States to place land in trust for the Tribe or to take any other action under current or future federal law.

IV. Intergovernmental Agreements

The following attached Agreements, together with this Order, constitute all of the terms of the Parties' settlement of this lawsuit:

A. Agreements between the Tribe and the State:

1. **Indian Child Welfare Act Agreement Between the Saginaw Chippewa Indian Tribe of Michigan and the Michigan Department of Human Services, attached as Ex. B;**
2. **Law Enforcement Agreement Between the Michigan Department of State Police and the Saginaw Chippewa Indian Tribe of Michigan, attached as Ex. C;**
3. **Tax Agreement Between the Saginaw Chippewa Indian Tribe and the State of Michigan, and related documents included as separate exhibits to that Agreement, including the Protocol Agreement Between the Michigan Department of Treasury and the Saginaw Chippewa Indian Tribe attached as Ex. D;**
4. **Memorandum of Agreement Regarding Income-Tax Resolution Between the State of Michigan and the Saginaw Chippewa Indian Tribe of Michigan, attached as Ex. E;**
5. **Memorandum of Understanding Regarding Conservation Between the State of Michigan Department of Natural Resources and Environment and the Saginaw Chippewa Indian Tribe of Michigan, attached as Ex. F; and**

B. Agreements between the Tribe and City:

1. **Zoning and Land Use Agreement Between the City of Mt. Pleasant and the Saginaw Chippewa Indian Tribe of Michigan, attached as Ex. G;**
2. **Law Enforcement Agreement Between the City of Mt. Pleasant and the Saginaw Chippewa Indian Tribe of Michigan, attached as Ex. H;**
3. **Revenue Agreement Between the City of Mt. Pleasant and the Saginaw Chippewa Indian Tribe of Michigan, attached as Ex. I; and**
4. **Local Regulation Agreement Between the City of Mt. Pleasant and the Saginaw Chippewa Indian Tribe of Michigan, attached as Ex. J.**

C. Agreements between the Tribe and County:

1. **Zoning and Land Use Agreement Between the County of Isabella and the Saginaw Chippewa Indian Tribe of Michigan, attached as Ex. K;**
2. **Law Enforcement Agreement Between the County of Isabella and the Saginaw Chippewa Indian Tribe of Michigan, attached as Ex. L; and**
3. **Revenue Agreement Between the County of Isabella and the Saginaw Chippewa Indian Tribe of Michigan, attached as Ex. M.**

Only the signatory parties to an Agreement are bound by that Agreement, but all Parties are bound by this Order. While the Parties may separately address other issues via other intergovernmental agreements outside of this litigation, no further agreements or negotiations are required for settlement of this case between the Parties.

V. Finality of Claims and Defenses

A. This Order and the attached Agreements dispose of all issues, claims, and defenses in this litigation.

B. No Party has the right to appeal any issue arising from or in: (1) this litigation; (2) enforcement of the Agreements, unless expressly provided for by the terms of a given Agreement; or (3) this Order.

C. This Order is binding upon all Parties, including the agencies, officers, officials, directors, members, employees, successors, assigns, and all persons, firms, corporations, and entities acting under, through, or for them, or in concert or participation with them.

D. Nothing in this Order is intended to create any rights or remedies in any person other than the Parties.

VI. Modifications and Effective Date

A. This Order may only be modified in writing, with the consent of all Parties and the approval of this Court. The Parties to a given Agreement may modify any of its provisions by entering into a written agreement signed by all Parties to that Agreement and without Court review, to the extent permitted in the Agreement itself.

B. This Order is effective upon approval by the Court.

VII. Costs

Each Party shall bear its own costs, including attorneys' fees.

VIII. Jurisdiction to Enforce This Order

The Court retains jurisdiction over this Order for the purpose of entering such further orders, direction, or relief as may be necessary or appropriate for the construction, implementation, and/or enforcement of this Order.

IX. Jurisdiction to Enforce the Agreements

A. The Agreements between the Tribe and the State described in Section IV(A)(1), (2), (3), and (5) are only enforceable in the manner provided in those Agreements, and are not subject to the continuing jurisdiction of the Court.

B. The Court retains jurisdiction over the construction, implementation, and enforcement of the remaining Agreements listed in Section IV (including the Agreement described in Section IV(A)(4)) to the extent described in each Agreement.

X. Judgment, Order and Dismissal

NOW, THEREFORE, the Court HEREBY:

- A. FINDS that this Order resolves with finality the issues in this case;
- B. ORDERS AND ADJUDGES THAT the complaints against the State, the City, and the County are DISMISSED WITH PREJUDICE, pursuant to the terms of this Order, and ENTERS THIS ORDER AS JUDGMENT; and
- C. The Court RETAINS JURISDICTION over this Order to the extent necessary to protect and effectuate this Order.

It is SO ORDERED.

s/Thomas L. Ludington
THOMAS L. LUDINGTON
United States District Judge

Dated: December 17, 2010

PROOF OF SERVICE

The undersigned certifies that a copy of the foregoing order was served upon each attorney or party of record herein by electronic means or first class U.S. mail on December 17, 2010.

s/Tracy A. Jacobs
TRACY A. JACOBS

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
NORTHERN DIVISION

SAGINAW CHIPPEWA INDIAN TRIBE OF
MICHIGAN,

Plaintiff,

-and-

UNITED STATES OF AMERICA,

Plaintiff-Intervenor,

v.

Case Number 05-10296-BC
Honorable Thomas L. Ludington

JENNIFER GRANHOLM, Governor of the
State of Michigan, MIKE COX, Attorney General
of the State of Michigan, ROBERT J. KLEINE,
Treasurer of the State of Michigan, and the STATE
OF MICHIGAN,

Defendants,

-and-

CITY OF MT. PLEASANT, and COUNTY OF
ISABELLA,

Defendant-Intervenors.

SUPPLEMENTAL ORDER FOR JUDGMENT

It is **ORDERED** that the attached exhibits are incorporated into the Order for Judgment [Dkt. # 284], as noted in Section III, paragraph G, and Section IV of the Order for Judgment.

s/Thomas L. Ludington
THOMAS L. LUDINGTON
The United States District Judge

Dated: December 22, 2010

PROOF OF SERVICE

The undersigned certifies that a copy of the foregoing order was served upon each attorney or party of record herein by electronic means or first class U.S. mail on December 22, 2010.

s/Tracy A. Jacobs
TRACY A. JACOBS