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December 12, 2013

**VIA ECF**

The Honorable Lawrence E. Kahn  
United States District Judge  
James T. Foley U.S. Courthouse  
445 Broadway  
U.S. District Court for the Northern District of New York

Re: *New York, et al. v. Jewell, et al.*, No. 08-CV-644

Dear Judge Kahn:

I am counsel for the Oneida Nation of New York, but submit this joint letter motion on behalf of all parties to the above-referenced action.

The parties are pleased to report that this lawsuit has been settled. All parties have executed the attached Rule 41 stipulation of dismissal. The Court's approval of the stipulation would terminate this suit with prejudice (and leave pending the four related cases, which have not been settled). The approval of the stipulation also effectuates a settlement agreement among the State of New York, Madison County, Oneida County and the Oneida Nation, and, as required in the agreement, provides for the Court to retain jurisdiction for the purpose of enforcing the settlement agreement among the parties to it. The United States is not a party to the settlement agreement but has executed the stipulation of dismissal for the federal defendants subject to the understanding set forth below.

The Cayuga Nation of New York ("Cayuga Nation") has asserted an interest in pursuing class III gaming under the Indian Gaming Regulatory Act (IGRA) and in negotiating a gaming compact with the State of New York and based thereon has moved to intervene for the limited purpose of objecting to a term of the settlement agreement that provides the Oneida Nation the exclusive right to conduct casino gaming in ten counties, including Cayuga County. The Cayuga Nation has objected to the exclusivity provision on the ground that it may limit the ability of the Cayuga Nation to negotiate and enter into a gaming compact authorizing casino gaming on the land in Cayuga County that is within the boundaries of the Cayuga Reservation acknowledged in Article II of the Treaty of Canandaigua. (The Stockbridge-Munsee Band also has moved to intervene, and oppositions to that motion now are due on December 20, 2013.)

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To address the Cayuga Nation's objection, the Oneida Nation hereby forever waives its rights to enforce, and will not enforce, Section IV of the settlement agreement with regard to (a) the installation and operation of Casino Gaming and Gaming Devices by the Cayuga Nation pursuant to the IGRA on land within the boundaries of the area claimed by the Cayuga Nation to constitute its reservation acknowledged in Article II of the Treaty of Canandaigua or (b) negotiation or execution by the State of New York of a compact with the Cayuga Nation for such gaming rights in conformance with 25 U.S.C. § 2710(d)(3)(A). The Oneida Nation understands that it is, and intends to be, permanently bound by its waiver. The Oneida Nation further understands, upon the Court's approval of the parties' stipulation based in part on the Oneida Nation's waiver, that the Oneida Nation is and forever will be judicially estopped to take a different or contrary position. The Oneida Nation requests that its foregoing enforcement waiver be incorporated by reference in the Court's Order of dismissal, and the United States and the State join in that request.

I am authorized by counsel for the State to represent that the State accepts the Oneida Nation's waiver and that the State understands and accepts that Section IV of the settlement agreement will not be enforced in any manner to preclude or limit casino gaming pursuant to IGRA by the Cayuga Nation on lands within the boundaries of the area claimed by the Cayuga Nation to constitute its reservation acknowledged in Article II of the Treaty of Canandaigua. I am also authorized by counsel for the Counties to represent that: to the extent that Madison County's views are required, Madison County does not object to the Oneida Nation's waiver and the State's acceptance of said waiver, and; because Oneida County does not believe that it has grounds to object, Oneida County does not object to the Oneida Nation's waiver and the State's acceptance of said waiver.

The United States' execution of the attached stipulation is conditioned upon the Oneida Nation's waiver and the State's acceptance of the waiver and the State's agreement that Section IV will not be applied to bar the Cayuga Nation from conducting casino gaming pursuant to IGRA on lands within the boundaries of the area claimed by the Cayuga Nation to constitute its reservation acknowledged in Article II of the Treaty of Canandaigua or to bar the State from negotiating with the Cayuga Nation with respect to such gaming. The Oneida Nation's waiver and the State's acceptance of it address and resolve the issue of whether any party can argue in the future that the settlement agreement limits any gaming right that the Cayuga Nation may assert with respect to lands within the boundaries of the area claimed by the Cayuga Nation to constitute its reservation acknowledged in Article II of the Treaty of Canandaigua. The Oneida Nation's waiver and the State's acceptance of it do not address or resolve any other argument that any party might raise in the future regarding class III gaming by the Cayuga Nation, including but not limited to the current status of the Cayuga Reservation and whether IGRA entitles the Cayuga Nation to negotiate a class III gaming compact with the State or to conduct class III gaming in Cayuga County.

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With the Oneida Nation's waiver, all parties to the above-referenced action ask that the Cayuga Nation's intervention be denied as moot and that the Court approve the attached stipulation of dismissal. Accordingly, the Court should dismiss this case while retaining jurisdiction in accord with the terms of the stipulation and order of dismissal.

Sincerely,

*/s/ Michael R. Smith*

Michael R. Smith

cc: All Counsel of Record

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF NEW YORK**

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**STATE OF NEW YORK, ANDREW M. CUOMO,  
in his capacity as Governor of the State of New York;  
ERIC T. SCHNEIDERMAN, in his capacity as Attorney  
General of the State of New York; MADISON COUNTY,  
NEW YORK; and ONEIDA COUNTY, NEW YORK,**

**Plaintiffs,**

**v.**

**6:08-cv-644 (LEK/DEP)**

**SALLY JEWELL, Secretary, United States Department  
of the Interior; DAVID HAYES, Deputy Secretary of  
the Interior; LAURA DAVIS, Associate Deputy Secretary  
of the Interior; FRANKLIN KEEL, Eastern Regional  
Director, Bureau of Indian Affairs; UNITED STATES  
DEPARTMENT OF THE INTERIOR, BUREAU OF  
INDIAN AFFAIRS; UNITED STATES DEPARTMENT  
OF THE INTERIOR; UNITED STATES OF AMERICA;  
DAN TANGHERLINI, Acting Administrator, United States  
General Services Administration; UNITED STATES  
GENERAL SERVICES ADMINISTRATION,**

**Defendants,**

**and**

**ONEIDA NATION OF NEW YORK,**

**Defendant-Intervenor.**

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**STIPULATION AND ORDER OF DISMISSAL**

Pursuant to Fed. R. Civ. P. 41(a)(2), all Plaintiffs, all Defendants, and Defendant-Intervenor stipulate to the dismissal with prejudice of this action on the terms in the form of order set forth below.

Respectfully submitted,



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of the State of New York, Pro Se and as  
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and Governor Andrew M. Cuomo in his  
capacity as Governor of the State of New York*

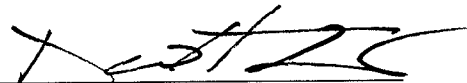
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*Attorneys for Oneida Nation of New York*

**SETTLEMENT AGREEMENT**  
**BY**  
**THE ONEIDA NATION**  
**THE STATE OF NEW YORK**  
**THE COUNTY OF MADISON**  
**&**  
**THE COUNTY OF ONEIDA**

**I. PREAMBLE**

**WHEREAS** the Oneida Nation, the State of New York, Madison County and Oneida County are committed to protecting and promoting the environment, health, safety and welfare of all of their people, to protecting and strengthening the social fabric of Central New York, and to developing the entire regional economy;

**WHEREAS** long-standing disputes between the Oneida Nation and the State of New York, Madison County and Oneida County, have generated litigation in state and federal courts regarding property and other taxation, the status of Nation lands and transfer of such lands to the United States to be held in trust for the Oneida Nation;

**WHEREAS** the Oneida Nation, the State of New York, Madison County and Oneida County recognize that existing disputes and litigation are costly and disruptive and desire to foster intergovernmental cooperation and joint effort that will permit them and their peoples to move forward in a way that can improve lives in the whole of Central New York;

**NOW, THEREFORE**, the Oneida Nation, the State of New York, Madison County and Oneida County for themselves, related parties and agencies, and their successors in interest and assigns, do hereby resolve all outstanding disputes by entering into this Agreement.

**II. GENERAL DEFINITIONS**

The following definitions apply to terms used in this Agreement:

- A. **“Boylan tract”** means the 32 acre (more or less) of state tax-exempt land held to be tribal land retained by the Oneida Nation in *Boylan v. United States*, 256 F.165 (2d Cir. 1920).
- B. **“Casino Gaming”** means the types of gaming activities referenced in the Indian Gaming Regulatory Act, 25 U.S.C. § 2703(7), as Class III gaming activity, except that Casino Gaming shall not include: (i) charitable gaming conducted pursuant to N.Y. Const. art. I, § 9, cl. 2; (ii) pari-mutuel wagering on horse racing conducted pursuant to N.Y. Const. art. I, § 9, cl. 1; or (iii) the state lottery conducted pursuant to N.Y. Const. art. 1, § 9, cl. 1. The foregoing exception for the state lottery shall not include Video Lottery Gaming Devices or Gaming Devices. For the purposes of this Agreement, the use of the term Class III gaming activities refers to types of gaming activities, and it shall not matter whether or not such gaming activities are conducted by an Indian or an Indian tribe, within or outside of Indian country or under IGRA or on some other basis.
- C. **“Counties”** means Madison County and Oneida County collectively, or Oneida County or Madison County individually, as shall be determined by the usage of such terms in this agreement, and all officers and officials of each County and their respective successors in interest and assigns, both individually and collectively.
- D. **“Effective Date”** means the date on which the United States District Court for the Northern District of New York enters an order in *State of New York, et al. v. Salazar, et al.*, 6:08-cv-644 (LEK), approving this Agreement and dismissing that litigation as provided in Section VI(A)(1)(a) of this Agreement.
- E. **“Gaming Device”** means Slot Machines, Video Lottery Gaming Devices and Instant Multi-Games.
- F. **“Instant Multi-Game”** means the game and specifications referred to in the letter and attachment from the N.Y.S. Racing & Wagering Board Chairman to the Oneida Nation Representative dated November 23, 1994.
- G. **“Marble Hill tract”** means the 104 acres (more or less) of state tax-exempt land retained by the Oneida Nation as Lots 2 and 3 in the June 25, 1842 Orchard Party treaty.
- H. **“Master Settlement Agreement”** means the settlement agreement (and related documents) entered into November 23, 1998 by the State and leading United States tobacco product manufacturers.
- I. **“Material Breach”** means a violation by the State, the Counties or the Nation of a provision in Sections III(A), IV, V or VI(A), (B) and (C)(1), (3), and (7), and VII(A).
- J. **“Nation”** means the Oneida Nation of New York, a federally-recognized, sovereign Indian Nation, 77 Fed. Reg. 47,868, 47,870 (August 10, 2012), all officers of the Nation,



all instrumentalities of the Nation, and their respective successors in interest and assigns, both individually and collectively.

- K. “Nation Compact”** means the gaming compact (including its appendices) entered into by the State on April 16, 1993 and approved by the United States Department of the Interior on June 4, 1993, which approval was published at 58 Fed. Reg. 33160 (June 15, 1993), as has been or may be amended from time to time (“Oneida compact,” “compact” and “gaming compact”).
- L. “Nation Land”** means land possessed by the Nation within the exterior boundaries of the Reservation and that (i) is the 32-acre (more or less) *Boylan* tract, (ii) is the 104-acre (more or less) *Marble Hill* tract, (iii) that is held in trust by the United States or any of its agencies for the benefit of the Nation or (iv) Reacquired Land that is within the Cap as defined in Section VI(B)(4) of this Agreement. Reacquired Land that exceeds the Cap defined in Section VI(B)(4) of this Agreement is not Nation Land as that term is defined herein.
- M. “Nation Payment”** means the quarterly amount of money due under Section III(A) of this Agreement.
- N. “Net Win”** means the amounts wagered on Gaming Devices less the payout from Gaming Devices, but before expenses, to be calculated on a quarterly basis. As used in this definition of Net Win, the term “free play” refers to any dollar amounts that may be used by a player to play a Gaming Device without paying any other consideration. Free play used by the Nation in an amount not to exceed ten percent of the total quarterly net win from gaming devices shall be subtracted from the calculation of Net Win. In the event that the free play allowance for video lottery gaming in Section 1617-a of the Tax Law is increased, the free play allowance for the Nation shall be similarly increased.
- O. “Parties”** means the State, the Nation, and the Counties, as defined herein; each of them individually is a “Party.”
- P. “Reacquired Land”** means all land possessed by the Nation, except that Reacquired Land does not include the 32-acre (more or less) *Boylan* tract, the 104-acre (more or less) *Marble Hill* tract, or excess federal land that has been or will be transferred to the Department of the Interior pursuant to 40 U.S.C. § 523 to be held in trust for the Nation.
- Q. “Reservation”**, as used in this Agreement, means the land within Madison and Oneida County acknowledged as the reservation of the Oneida Nation in Article II of the Treaty of Canandaigua, 7 Stat. 44 (1794), as depicted on the map attached as Exhibit I.
- R. “Slot Machine”** shall mean a video facsimile or slot machine which means any mechanical, electrical or other device, contrivance or machine, which upon insertion of a coin, currency, token or similar object therein, or upon payment of any consideration

whatsoever, is available to play or operate, the play or operation of which, whether by reason of the skill of the operator or application of the element of chance or both, may deliver or entitle the person playing or operating the machine to receive cash or tokens to be exchanged for cash or to receive any merchandise or thing of value, whether the payoff is made automatically from the machine or in any other manner whatsoever, and where the outcome of each iteration of play or operation of the machine is determined at the time of play or operation, whether through the operation of an on-board random number generator in the machine itself or by a central determinant system which employs a random number generator. A video facsimile or slot machine that meets this definition of Slot Machine shall be considered a Slot Machine for purposes of this Compact, regardless of whether it is connected to an on-line system, which system performs monitoring, accounting or other functions, or determines the outcome of play or operation or transmits the outcome of play or operation to the machine from a central determinant system.

- S. **“State”** means the State of New York, the Governor of the State, all departments or agencies of the State, all authorities established under the authority of the State, and their respective successors in interest and assigns, both individually and collectively.
- T. **“Video Lottery Gaming Devices”** shall mean individual player terminals, with touch-screen, button-controlled video screen or other electronic display devices, including but not limited to single or multi-stage displays, secondary electronically-controlled displays such as wheels, dice or other displays, which are connected to a central determinant system that delivers to each individual player terminal an outcome, determined in advance of each iteration of game play, from a finite, randomly created pool of outcomes and thereby allows multiple players to compete for such outcomes. The Video Lottery Gaming Devices shall not eject nor otherwise dispense coins or currency and may perform the following functions related to the game:
  - a. Accepts currency, other representative of value or a cashless activation card qualifying the player to participate in one or more games;
  - b. Provides players with the ability to choose, or have the video lottery gaming devices automatically choose for them, combinations of numbers, colors and/or symbols;
  - c. Electronically displays, if applicable, the game identifier and the player choices;
  - d. Prints and dispenses a redemption ticket, or otherwise provides a representation of the value of player winnings in a manner consistent with the technical standards of the Nation Compact, when the player activates the cash-out function;

- e. Displays game information such as credit balance and other information as required or permitted in the technical standards of the Nation Compact;
- f. Displays, for verification purposes only, the outcome of the game, but does not determine that outcome; and
- g. Performs security functions necessary to maintain the integrity of the operation of the gaming device, as provided in the technical standards of the Nation Compact.

### **III. NATION PAYMENT**

**A. Amount.** In consideration of all the undertakings by the State and Counties herein, the Nation agrees to pay to the State: (i) as the Nation Payment, twenty-five percent (25%) of any Net Win (as defined in Section II(N) of this Agreement) with respect to Gaming Devices operated by or on behalf of the Nation, and (ii) a one-time payment in the amount of eleven million dollars (\$11,000,000.00).

**B. Distribution of Nation Payment.** Annually, the State shall make twenty-five percent (25%) of the Nation Payment available to the County of Oneida. Additionally, from the Nation Payment, during the term of this agreement, the State shall annually allocate (i) a sum of three and one-half million dollars (\$3,500,000.00) to the County of Madison and (ii) for a period of nineteen and one-quarter years, a sum of two and one-half million dollars (\$2,500,000.00) to the County of Oneida. Additionally, the State shall distribute the one-time eleven million dollar (\$11,000,000.00) payment received by the State pursuant to Section III(A) to the County of Madison. The Counties' share of all these payments is in full satisfaction of all existing tax liens that they claim as against the Nation and in full satisfaction of tax revenues of any kind that the Counties will not receive from the Nation in the future under the terms of this Agreement or because of the trust status of Nation Land. The Nation shall have no liability to the Counties with respect to distribution of the Nation Payment to them. All disputes concerning the Nation Payment shall be matters to be resolved solely between the Nation and the State pursuant to the dispute resolution provisions of this Agreement. Notwithstanding any other provision of this Agreement, the State shall have the sole and exclusive right to enforce the Nation's payment obligations under Section III of this Agreement.

**C. Timing.** The Nation Payment shall be made quarterly, within thirty (30) days after the close of the quarter.

**D. Commencement of payment.** Within seven (7) days after the Effective Date, the Nation shall make the one-time payment of eleven million dollars (\$11,000,000.00) that is described in Section III(A) of this Agreement. The Nation shall commence payment of the Nation Payment as to Net Win for the quarter that begins on January 1, 2014, or, if the Effective Date is later than January 1, 2014, then as to so much of the quarter that remains after the Effective Date.

### **IV. GAMING EXCLUSIVITY**

**A. Geographic Scope of Exclusivity.** Except as provided in Section IV(B) of this Agreement, the Nation shall have total exclusivity with respect to the installation and operation of Casino Gaming and Gaming Devices, by the State or any State authorized entity or person, within the following geographic area: Oneida County, Madison County, Onondaga County, Oswego County, Cayuga County, Cortland County, Chenango County, Otsego County, Herkimer County and Lewis County.

**B. Gaming Activities Permitted By Others within Exclusivity Zone.** The State shall not legalize, authorize or consent to or engage in, Casino Gaming or the installation or operation of any Gaming Device within the zone of exclusivity set forth in Section IV(A) of this Agreement, except for the following, which are exceptions to the exclusivity provided the Nation under this agreement: (a) charitable gaming conducted pursuant to N.Y. Const. art. I, § 9, cl. 2; (b) pari-mutuel wagering conducted pursuant to N.Y. Const., art. I, § 9, cl.1; (c) the lottery conducted pursuant to N.Y. Const., art I, § 9, cl. 1 (such lottery not to include Video Lottery Gaming Devices); and (d) at Vernon Downs, the type, nature and character of Video Lottery Gaming Devices, and pari-mutuel wagering on horse racing, both live and simulcasting, that as of May 15, 2013, have been authorized and now exist at Vernon Downs. The Vernon Downs exception shall permit the holder of the of the video lottery gaming license and its harness racetrack license to be sold or transferred to another entity as authorized by the New York State Gaming Commission, but the Vernon Downs exception shall cease to be applicable if a licensee at Vernon Downs ends its corporate existence, relinquishes its video lottery gaming license or its harness racetrack license, has either license revoked, or voluntarily ceases race meetings, pari-mutuel betting or betting on Video Lottery Gaming Devices, other than for unavoidable reasons such as (but not limited to) acts of God and strikes. Other gaming in the exclusivity zone that is not expressly permitted in this paragraph but that that is unlawful and has not been authorized or consented to by the State, although not a permitted gaming activity under the terms of this Agreement, shall not constitute a breach by the State or the Counties of this Agreement or of its exclusivity terms in Section IV of this Agreement.

**C. Gaming Activities By the Nation.** The Nation shall continue to engage in Class III Gaming pursuant to the terms of the Nation Compact. To remove any uncertainty regarding the Nation compact, the previous amendments (including as to Instant Multi-Game), or the Nation's entitlement under the Nation compact to adopt games and specifications contained and approved in other tribal gaming compacts in New York (including Gaming Devices), all of the foregoing shall be deemed ratified and approved by the Legislature. The gaming procedures and specifications that are contained in Exhibit H to this Agreement are approved. The Nation and the State shall in good faith endeavor to promptly undertake the ministerial changes necessary to conform the language of such most favored nation amendments to the existing gaming specifications, and also to reflect the gaming procedures and specifications referenced in the preceding sentence in this paragraph. The Nation Compact, its amendments and those amendments specified in Exhibit H to this Agreement shall be deemed ratified by the Legislature upon its approval of this Agreement. Notwithstanding any contrary term of this Agreement, this Agreement does not modify or eliminate the rights and duties of the Nation or the State under the Nation Compact, modify or eliminate any substantive term of the compact, or modify or eliminate the process for dispute resolution as to matters addressed by the Nation Compact.

**V. RESOLUTION OF TAX DISPUTES**

**A. Imposition of Nation Tax on Sales of Goods and Services.** As of the Effective Date, the Nation, pursuant to its governmental authority as an Indian nation to impose taxes upon sales of goods and services occurring on Nation Land, shall adopt and implement an ordinance imposing each of the following taxes and pricing standards, and allowing for the following exemptions, with respect to sales of goods and services on Nation Land. Nation Land shall be a “qualified reservation” for purposes of the Tax Law and Section V of this Agreement, which is a “tax agreement” for purposes of Tax Law §§ 284-e(5) and 471-e(5), as amended from time to time.

**1. Equal Cigarette and Tobacco Products Taxes.** To the extent that the State imposes or otherwise charges taxes on cigarettes and tobacco products possessed, transported, sold or conveyed throughout the State, including but not limited to taxes imposed pursuant to Article 20 of the State Tax Law, the Nation shall impose a Nation tax (“Nation Excise Tax”) on cigarettes and tobacco products possessed, transported, sold or conveyed by any Seller on Nation Land to non-Indian purchasers that shall be no less than the amount of the State taxes on such cigarettes and tobacco products. The State shall notify the Nation of any change in the amount of State taxes on cigarettes and/or tobacco products. If the change results in an increase in the amount of State taxes on cigarettes and/or tobacco products, the Nation Excise Tax shall increase to an amount no less than the corresponding State tax within seven (7) days of such notice or the effective date of the change, whichever is later. If the change results in a decrease in, or elimination of, the State tax on cigarettes and/or tobacco products, the Nation Excise Tax may, at the Nation’s discretion, decrease to an amount no less than the corresponding State tax.

**2. Equal Fuel Taxes.** To the extent that the State imposes or otherwise charges taxes on motor fuel and highway diesel motor fuel imported, possessed, transported, sold or conveyed throughout the State, including but not limited to taxes imposed pursuant to Articles 12-a and 13-a of the State Tax Law, the Nation shall impose a Nation tax (“Nation Fuel Tax”) on motor fuel and highway diesel motor fuel imported, possessed, transported, sold or conveyed by any Seller on Nation Land to non-Indian purchasers that shall be no less than the amount of the State taxes on such fuels. The State shall notify the Nation of any change in the amount of State taxes on motor fuel and/or highway diesel motor fuel. If the change results in an increase in the amount of State taxes on motor fuel and/or highway diesel motor fuel, the Nation Fuel Tax shall increase to an amount no less than the corresponding State tax within seven (7) days of such notice or the effective date of the change, whichever is later. If the change results in a decrease in, or elimination of, the State tax on motor fuel and/or highway diesel motor fuel, the Nation Fuel Tax may, at the Nation’s discretion, decrease to an amount no less than the corresponding State tax.

**3. Equal Sales Tax, Use Tax and Occupancy Tax.**

a. To the extent that the State, the Counties, or the cities or school districts located within the Counties, impose, charge or otherwise require collection and remittance of a sales tax, use tax or occupancy tax, including but not limited to any taxes authorized by Articles 28 and 29 of the State Tax Law and any hotel or bed taxes, the Nation shall impose a corresponding sales tax, use tax or occupancy tax (“Nation Sales Tax,” “Nation Use Tax” and “Nation Occupancy Tax”), on the

same terms and subject to the same definitions and exemptions as such State and/or local tax, on the sale of goods, services or occupancy by a seller to non-Indians. The Nation Sales Tax rate, the Nation Use Tax rate and the Nation Occupancy Tax rate shall be no less than the combined State and local sales tax rate, combined State and local use tax rate or combined State and local occupancy tax rate in effect for the jurisdiction in which the Nation Lands where the sales or conveyances occur is located.

b. Upon any future increase in the rate of State sales tax, use tax or occupancy tax, or an increase in the rate of local sales tax, use tax or occupancy tax imposed by the Counties, or the cities or school districts located within the Counties, the Nation Sales Tax, Nation Use Tax or Nation Occupancy Tax shall increase to an amount no less than the new combined rates of sales tax, use tax or occupancy tax imposed by State, the Counties, or cities or school districts located within the Counties. Upon any future decrease in such rates, or elimination of the State or local sales tax, use tax or occupancy tax, the Nation Sales Tax, Nation Use Tax or Nation Occupancy Tax may, at the Nation's discretion, decrease to an amount no less than the combined rates of sales tax, use tax or occupancy tax imposed by State, the Counties, or the cities or school districts located within the Counties.

c. Upon any future change in the base of the sales tax, use tax, or occupancy tax imposed by the State, the Counties, or the cities or school districts located within the Counties that results in additional goods, services or occupancy becoming subject to such taxes, the Nation Sales Tax, Nation Use Tax, or Nation Occupancy Tax, as applicable, shall be amended to conform to the base of the sales tax, use tax, or occupancy tax imposed by the State, the Counties, and the cities or school districts located within the Counties. Upon a future change in the base of the sales tax, use tax, or occupancy tax imposed by the State, the Counties, or the cities or school districts located within the Counties that results in a decrease in such base, whether by creating an exemption or otherwise, the Nation Sales Tax, Nation Use Tax or Nation Occupancy Tax may, at the Nation's discretion, be amended to conform to the base of the sales tax, use tax, or occupancy tax imposed by the State, the Counties, or the cities or school districts located within the Counties.

d. The State shall notify the Nation of a change in the rate or base of the sales taxes, use taxes or occupancy taxes imposed by the State, the Counties or the cities or school districts located within the Counties, to the extent such taxes are administered by the State. The Counties, the cities or the school districts located within the counties, respectively, shall notify the Nation of a change in the rate or base of any sales tax, use tax or occupancy tax, to the extent such taxes are administered by the Counties or such cities and school districts, respectively. If the change results in an increase in rate or in additional goods, services or occupancy becoming subject to such taxes, the Nation Sales Tax, Nation Use Tax or Nation Occupancy Tax shall be amended to conform to such change as provided herein within seven (7) days of such notice or the effective date of the change, whichever is later.

**4. Equal Minimum Pricing Standards for Cigarettes.** To the extent that the State mandates minimum prices for the possession, transportation, sale or conveyance of cigarettes throughout the State, the Nation shall impose minimum prices ("Nation Minimum Prices") for the possession, transportation, sale or conveyance of those same cigarettes sold by any Seller on Nation

Lands to non-Indian purchasers. The Nation Minimum Prices on these products shall be calculated in the same manner as the corresponding State minimum prices are calculated. For the purpose of establishing the basic cost of cigarettes and the applicable minimum prices of Native American manufactured cigarettes, the minimum price of any cigarettes directly manufactured by the Nation or by another Native American manufacturer shall be calculated in the same manner as the corresponding State minimum prices are calculated. The basic cost of cigarettes directly manufactured by the Nation or by another Native American nation, tribe or individual, for the purposes of establishing applicable minimum prices, shall be 60% of the average manufacturers' list price, before trade or rebates, of the top three brands by market share.

**5. Nation Tax Stamp for Cigarettes.** The Nation shall affix a Nation cigarette tax stamp on all cigarettes, including cigarettes that the Nation may exclude from the Nation Excise Tax, Nation Sales Tax, Nation Use Tax and Nation Minimum Price requirements under Section V(A)(6) of this Agreement, which shall constitute the Nation's certification that the cigarettes comply with the requirements of this Agreement, including but not limited to the requirements governing imposition of Nation taxes and minimum pricing. The Nation may receive unstamped cigarettes directly from federally licensed manufacturers without going through a New York State licensed cigarette stamping agent.

**6. Exemption for Sales to Native Americans.** Notwithstanding any other provision of this Agreement, the Nation is authorized to exclude from the Nation Excise Tax, Nation Fuel Tax, Nation Sales Tax, Nation Use Tax, Nation Occupancy Tax and Nation Minimum Price requirements any retail sale on Nation lands, other than sales made via the internet, by the Nation, or by any entity owned directly or indirectly by the Nation, to any Native American or the immediate family of any Native American member living in the same household, provided, however, that any sale of cigarettes bearing the Nation Tax Stamp that occurs on other than Nation Lands shall be subject to State excise taxes pursuant to Article 20 of the State Tax Law unless there is proof that Nation Excise Taxes have been paid. This provision does not prevent a member of a New York Indian nation or tribe from presenting his or her membership card to vendors off-reservation for purchase of goods and services, other than cigarettes, tobacco products, motor fuel and highway diesel motor fuel, exempt from New York taxes as long as the goods and services will be delivered to his or her residence on the reservation.

**7. Exemption for Nation-Manufactured Products.** The Nation may exclude from the Nation Sales Tax and Nation Use Tax any possession, transportation, sale or conveyance of products, other than cigarettes and tobacco products, manufactured on Nation Lands by the Nation or any entity owned, chartered, incorporated or controlled, directly or indirectly, by the Nation, including but not limited to traditional Native American crafts.

**8. Material Tax Law Changes.** In the event there is a change to the State Tax Law or any article thereof that materially affects the terms or operation of this Agreement, such as the enactment of new, or the amendment of existing, transaction, sales, excise or similar taxes, and other than a modification of the rate or base of any tax as provided in Section V(A)(1)-(3) of this Agreement, the State and the Nation shall modify this Agreement accordingly.



**9. Master Settlement Agreement.** The Nation shall report to the State, on forms substantially similar to those contained in Exhibit J, its purchases of all cigarettes for the express and limited purpose of ensuring appropriate third-party compliance with the requirements of the Master Settlement Agreement, as amended and interpreted.

**B. Use of Nation Excise, Sales, Use and Occupancy Tax Revenues.** The Nation shall use revenues from the Nation Excise Tax, Nation Fuel Tax, Nation Sales Tax, Nation Use Tax and Nation Occupancy Tax exclusively for the provision of the same types of governmental programs and services, and to the discharge by the Nation of the same types of governmental obligations, for which state or local governments use revenues from their tax collections. The Nation shall retain exclusive discretion in determining the specific types of governmental programs and services for which revenues shall be expended. Nothing in this Agreement shall affect any obligation of the State or any other government to provide programs and services required under any treaty or law, or to discriminate or to permit any discrimination against the Nation or its members with respect to such obligations.

**C. Assurances.**

1. The State and the Counties shall undertake reasonable efforts to fulfill their obligations and restrictions under this section.

2. The collection of the Nation Excise Tax, Nation Fuel Tax, Nation Sales Tax or Nation Use Tax pursuant to this Agreement shall be in full satisfaction of any taxes on the sales or provision of goods and services on Nation Land. The State and the Counties shall not take any action to collect unpaid sales or use taxes on the sale of goods or services, other than motor fuel or highway diesel motor fuel sold to a carrier subject to article 21-a of the State Tax Law, that are subject to Nation Fuel Tax, Nation Sales Tax or Nation Use Tax pursuant to this Agreement. The State and the Counties shall not take any action to collect unpaid state excise taxes on the sale of cigarettes and tobacco products for which Nation Excise Tax has been paid.

3. The State and the Counties shall not take any action to impose any direct or indirect tax, assessment, charge or fee on any gaming facility or gaming-related activity conducted by the Nation, except as provided in this Agreement and in the Nation Compact.

4. The Nation shall contract for an independent third party acceptable to the State to assess and report to the State regarding the Nation's compliance with the tax provisions of this Agreement within six months of the effective date of the Agreement and once per year thereafter. If such a report indicates that the Nation, or any entity owned directly or indirectly by the Nation, has substantially failed to comply with the provisions of Sections V(A)(1), V(A)(4), V(A)(5) and/or V(A)(6) of this Agreement, then such provisions shall be void and Articles 20 and 20-A of the State Tax Law shall apply to all sales of cigarettes on Nation lands that occur more than seven (7) days after the State has notified the Nation of such finding of substantial failure to comply, provided, however, that where such report indicates that such substantial failure to comply is solely attributable to the conduct of one or more individuals acting independently on Nation lands, the Nation shall be afforded thirty (30) days to



cure such non-compliance after the State has notified the Nation of such finding of substantial failure to comply.

5. For purposes of the State Alcoholic Beverage Control Law, the State shall deem the Nation to be operating with a certificate of authority, as provided in article 28 of the State Tax Law, when it is collecting Nation Sales Tax and Nation Use Tax as required by this Agreement.

**D. Most Favored Nation.** In the event the State enters into an agreement with any other Indian nation or tribe relating to any importation, possession, transportation, purchase, sale or conveyance of any cigarettes, tobacco products, motor fuel or highway diesel motor fuel among or between any other Indian nation(s) (Other Relevant Agreement), the following provisions shall apply:

1. The State shall provide a copy of the Other Relevant Agreement to the Nation within five (5) days after its execution.

2. The Nation may, at its option and upon notice to the State, adopt the provision of the Other Relevant Agreement relating to any importation, possession, transportation, purchase, sale or conveyance of any cigarettes, tobacco products, motor fuel or highway diesel motor fuel among or between any other Indian nation(s).

3. As of the date of notice from the Nation to the State, the provision adopted pursuant to this Section shall be incorporated into this Agreement, and shall amend or replace any existing provision of this Agreement relating to any importation, possession, transportation, purchase, sale or conveyance of cigarettes, tobacco products, motor fuel or highway diesel motor fuel among or between any other Indian nation(s).

**E. Nation Land Not Taxable.**

1. Without regard to whether land has been (or has not been) and is now (or is not now) exempt from property taxation or otherwise non-taxable, Nation Land shall be non-taxable, and the Nation shall not be liable to the State or any municipal subdivision of the State for any past, present or future property tax payment with regard to Nation Land, and no bill for such tax shall be issued, all of the foregoing subject to the limitation (Cap) in Section VI(B)(4) on the designation of Reacquired Land to 25,370 acres. For the avoidance of any doubt, Reacquired Land that is in excess of the Cap defined in Section VI(B)(4) shall be subject to State and local taxation.

2. The Nation shall not assert or seek any other state property tax exemption for Reacquired Land exceeding the Cap in Section VI(B)(4) on the designation of Reacquired Land to 25,370 acres, except with respect to Nation Land that is listed on tax assessment rolls as exempt on the Effective Date. The parcels of Nation Land so listed on tax assessment rolls are in Madison County and are identified as follows: tax parcel identification number 75.-1-4.15 (2.80 acres) (695-cemetery), and tax parcel identification number 75.-1.4.16 (5.69 acres) (695-cemetery). The Nation reserves and asserts federal immunity to property taxation and all other rights under federal law with regard to the 32 acre *Boylan* tract, the 104-acre *Marble Hill* tract, and also to lands held in trust by the United States for the

Nation's benefit under 40 U.S.C. § 523 or, as to Reacquired Land held in trust, within the Cap provided in Section VI(B)(4) of this Agreement.

3. Any tax lien or tax sale based upon any failure of the Nation to pay any property tax, penalty, interest or assessment that has been asserted against the Nation or Nation land shall be withdrawn or terminated, and shall be deemed void *ab initio*. The State and Counties hereby release and waive all claims for payment of any such property tax, penalty, interest or assessment.

4. As to any judicial or administrative proceeding, the State and Counties hereby release any claim that the Reservation was disestablished.

5. The State hereby stipulates that the Reservation was not disestablished and that the Reservation is reservation land for purposes of state and federal statutes.

6. Notwithstanding Sections V(E)(1) and V(E)(4) of this Agreement, the Nation shall make to the Counties a payment in an amount equal to the amount of property tax that would be due from any non-Indian owner with respect to any parcel of Reacquired Land within the Cap provided in Section VI(B)(4) of this Agreement that is acquired by the Nation after the Effective Date of this Agreement and until such time as the particular land is transferred to the United States in trust for the Nation. With respect to Nation Land, the Nation's payment shall be based on the assessed value of the parcel prior to the transaction in which it was acquired by the Nation.

**F. Compliance with Agreement Deemed Compliance with Applicable State Law.** The Nation's compliance with the terms of this Agreement shall be deemed in compliance with State law related to the payment and collection of taxes. No state agency or licensing entity, including but not limited to the State Liquor Authority, shall deny a license or fail to give an approval on the ground that gaming on Nation land or under the Oneida Nation gaming compact may be unlawful or on any ground related to the payment or collection of taxes in conformity with this Agreement.

## **VI. RESOLUTION OF LAND DISPUTES**

### **A. Settlement of Existing Litigation.**

#### **1. Trust Litigation.**

a. The State, the New York Attorney General, the Counties and the Nation, together with all of the federal defendants (including but not limited to the United States of America, the United States Department of the Interior and its Secretary Sally Jewell, the Bureau of Indian Affairs of the Department of the Interior, and the United States General Services Administration and its Acting Administrator Dan Tangherlini) shall enter into a stipulation incorporating the terms of this Agreement and adopting the same in furtherance of the objectives of this Agreement, in substantially the form of Exhibit B, dismissing *State of New York v. Salazar*, No. 08-cv-644-LEK (N.D.N.Y.), with prejudice. This Agreement shall be submitted to the United States District Court for the Northern District of New York for the issuance by that Court of an order incorporating the terms of this Agreement, approving the

same and retaining jurisdiction to enforce any violations hereof, or disputes hereunder, that are not subject to arbitration under a provision of this Agreement.

b. The State and Counties will not directly or indirectly fund any challenge to the Secretary of the Interior's May 20, 2008 decision to accept Nation Land into trust pursuant to 25 U.S.C. § 465, to any supplemental decision on any matter remanded by a court in connection with any challenge to that decision, or to any challenge to a transfer of excess land pursuant to 40 U.S.C. § 523.

## **2. Federal Tax Foreclosure Litigation.**

a. By no later than seven (7) days after the Effective Date, the Counties shall withdraw the petition for a writ of certiorari that they filed in the United States Supreme Court in *Madison and Oneida Counties v. Oneida Indian Nation*, No. 12-604. By that same date and in that same case, the State shall withdraw the amicus brief that it filed on behalf of the Counties.

b. The Counties shall stipulate to the entry of final judgments in *Oneida Indian Nation v. Madison County*, No. 00-cv-506 (N.D.N.Y.), and *Oneida Indian Nation v. Oneida County*, No. 05-cv-945 (N.D.N.Y.) in substantially the form of Exhibits C and D.

## **3. State Tax Litigation.**

a. Madison County shall file a stipulation of dismissal in the pending in rem action seeking to foreclose on Nation Land, *In the Matter of Foreclosure of Tax Liens by Action In Rem Pursuant to Article 11 of the Real Property Tax Law by Madison County*, Index No. 03-999 (Madison County Supreme Court).

b. Oneida County and Madison County shall take all steps necessary to undo all acts taken to foreclose on Nation Land or to enforce property taxation with respect to such land.

c. Madison County and Oneida County shall not file any further action to foreclose on Nation Land or take any administrative or other step or action to enforce property taxation with respect to such land; provided, however, that Madison County and Oneida County shall have the right to file an action to foreclose upon those lands covered in Section V(E)(6) of this Agreement for which the Nation fails to make the payments in the amounts permitted and required by that Section.

d. The Counties shall stipulate to the dismissal of the hybrid tax grievance/declaratory judgment actions regarding state statutory property tax exemptions and other issues that were filed by the Nation in Madison and Oneida Counties, respectively, in substantially the form of Exhibits E and F. The State and Counties will not assist or fund, directly or indirectly, any further litigation of the hybrid tax grievance/declaratory judgment actions.

## **4. Litigation against State Comptroller, Madison County Attorney and Law Firms.**

As of the Effective Date of this Agreement, the Nation shall discontinue directly or indirectly funding any aspect of the litigation entitled *Mahler and Garrow v. Campanie, the Kiley Law*

*Firm PC, Campanie & Wayland Smith, PLLC and Thomas P. DiNapoli, Comptroller of the State of New York* (Supreme Court, Albany County, index number 2502-11, on appeal to the Appellate Division, Third Department), and the Nation shall use its best efforts to encourage the plaintiffs to discontinue that action.

**B. Future Trust Applications.**

1. The Nation, at its option, may submit an application to the United States Department of the Interior requesting that the Department accept the transfer into trust status of some or all of the approximately 4,000 acres of existing Nation Land that was not accepted in the May 20, 2008 Record of Decision for a transfer to the United States to be held in trust (see Exhibit A). The State and Counties represent and warrant that they support the Nation's application for transfer of such land to the United States to be held in trust and release and waive any right they may have to administratively or judicially oppose or challenge the transfer into trust of any such land on any grounds.

2. If the Nation acquires additional Nation Land, subject to the Cap limitation in Section VI(B)(4) of this Agreement, the State and Counties shall not oppose, in any administrative or judicial proceeding or otherwise, the Nation's application to place the land in trust pursuant to 25 U.S.C. § 465, and they release and waive any right they may have to administratively or judicially oppose or challenge the transfer into trust of any such land on any grounds. Further, the State and Counties shall not oppose any transfer of excess federal land within the Reservation to the Department of the Interior to be held in trust for the Nation pursuant to 40 U.S.C. § 523.

3. The State and Counties shall not assist or fund, directly or indirectly, any administrative or judicial opposition or challenge to the Nation's application to transfer Nation Land, subject to the Cap limitation in Section VI(B)(4) of this Agreement, into trust pursuant to 25 U.S.C. § 465, or to any transfer of excess federal land within the Reservation to the Department of the Interior to be held in trust pursuant to 40 U.S.C. § 523.

4. The Nation shall not designate more than 25,370 acres of Reacquired Land as Nation Land, of which: (i) 13,004 acres shall be the existing land owned by the Nation that was accepted to be held in trust by the United States under the May 20, 2008 Record of Decision of the U.S. Department of Interior, (ii) 4,366 acres shall be the existing land owned by the Nation and for which the Nation applied for trust status on April 4, 2005, but which was not accepted into trust under the May 20, 2008 Record of Decision (see Exhibit A), and (iii) up to 7,000 additional acres shall be in Oneida County and up to 1,000 additional acres shall be in Madison County.

5. For the avoidance of any doubt, the Nation shall not submit an application to have Reacquired Lands taken into trust, above the 25,370 acres specified in Section VI(B)(4).

**C. Governmental Coordination.**

1. The Nation shall not assert sovereignty with respect to any land other than Nation Land.

2. If any federal law provides for consultation with the Nation concerning any federally-assisted project in Madison County or Oneida County, and if the Nation exercises its consultation right, then the Nation shall give notice to the Secretary of State of New York, and the Secretary of State or his or her designee, in such consultation, shall represent the County or Counties involved in the consultation if so requested by the involved County or County. If a County requests such representation in a consultation by the Secretary of State or his or her designee, the Nation hereby consents to that representation.

3. To enhance public safety and to improve the coordination of police services, Oneida County shall enter into a deputization agreement with the Oneida Nation Police in substantially the form of Exhibit G.

4. As to all Reacquired Land that is within the Cap defined in Section VI(B)(4) of this Agreement and is not held in trust by the United States for the benefit of the Nation, the Nation shall adopt, in lieu of the laws and regulations generally applicable to non-Nation properties, ordinances that meet or exceed standards that otherwise may govern land use, building codes, zoning, health, safety and environmental matters, and weights and measures. Any land uses and improvements existing on those lands as of the Effective Date may continue and shall be deemed to be conforming uses under any zoning or other land use statutes, regulations, codes or other administrative requirements. On reasonable notice, the Counties may coordinate with the Nation site visits and testing as reasonably needed to assure that the Nation has fulfilled its meet-or-exceed obligation under this paragraph of this Agreement. For the avoidance of any doubt, Reacquired Land that is in excess of the Cap defined in Section VI(B)(4) shall be subject to State and local regulation.

5. In the event of any dispute over whether the Nation is meeting any relevant standard, the County(s) shall notify the Nation in writing, alleging with specificity the nature of the alleged violation and proposed corrective action or remedy. The Nation and the State or the County in which the property is located will inspect the disputed use or facility and consult, within fourteen (14) days of notice receipt, to attempt to resolve the concern and provide an opportunity to implement any agreed upon corrective action. Notwithstanding any other dispute resolution process specified in this Agreement, but without altering any right, duty or dispute resolution process specified in the Nation Compact with respect to matters addressed by the compact, any and all disputes arising under this section that remain after consultation shall be resolved by binding arbitration as follows. If the Nation and the State are able to select a full panel consisting of three members, then the arbitration shall be by a Standards Review Panel, with the State selecting one member, the Nation selecting another member, and those two members selecting a third member, whose fees and expenses are to be shared equally by the State and the Nation so long as they are reasonable and proportionate to the size and complexity of the dispute presented. The Standards Review Panel will arbitrate the dispute according to a reasonable process and timetable to be established by the panel and shall issue a decision resolving the dispute, with costs and attorneys' fees to the prevailing party. The decision or award of the Standards Review Panel may be enforced by the United States District Court for the Northern District of New York, which retains jurisdiction to enforce such decisions or awards. Notwithstanding the foregoing, if there is an impasse in the selection of third panel member because the two members chosen by the State and the

Nation are unable to agree on a third member, then the dispute shall be arbitrated under the Expedited Procedures provision of the AAA Commercial Arbitration Rules. In any AAA arbitration, the Nation shall select one arbitrator, the State shall select another arbitrator, and those two arbitrators shall select the third arbitrator. The prevailing party shall be entitled to an award of attorneys' fees and costs. Arbitration awards under this section shall be enforced in the United States District Court of for the Northern District of New York, which retains jurisdiction over this agreement and over its enforcement.

6. Except as may be expressly provided in Section IV(C) of this Agreement, nothing in this section or in any other section of this Agreement replaces, modifies or repeals any provision in the Nation Compact or in any other agreement governing the Nation's gaming facilities and related enterprises and the regulations or standards that govern the operation of those facilities or related enterprises. Where there is any conflict or difference between those other agreements and this Agreement, the other agreements control.

7. The Nation shall support any referendum authorized by the State Legislature following second passage of a concurrent resolution to amend the State Constitution to permit or authorize casino gaming. Additionally, the Nation shall not directly or indirectly fund any public education campaign or program opposing any such referendum, or fund directly or indirectly any litigation or administrative challenge in connection with any such referendum.

## **VII. ENFORCEMENT**

**A. Limited Waivers of Sovereign Immunity.** The Nation and State hereby irrevocably waive all immunity from suit, including tribal sovereignty immunity and eleventh amendment immunity, for the limited purpose of, and consent to, enforcement of the terms of this Agreement according to its terms by arbitration or before the Northern District of New York having jurisdiction to enforce the settlement in *State of New York v. Salazar*, No. 08-cv-644.

**B. Notification of Disputes.** If the State, one of the Counties or the Nation believes a Party has violated this Agreement by not fulfilling a duty that is owed to it and that it has a right to enforce, then it shall notify that party in writing. The notice shall state the nature of the alleged violation and any proposed corrective action or remedy. The notifying party and the party receiving notice shall meet initially within fourteen (14) calendar days of receipt of the notice, unless a different date is agreed to by both parties, to attempt to resolve between themselves the issues raised by the notice of possible violation and to provide the opportunity to implement any agreed upon corrective action. Thereafter, the parties shall meet at least two further times within the next twenty-one (21) calendar days to continue good faith consultation. If the parties are unable to reach agreement, they shall within the next fourteen (14) calendar days select a mutually agreeable mediator, the cost of the mediator to be shared equally by each interested party, and shall participate in a mediation to be concluded within thirty (30) days of the selection of the mediator. If within the fourteen (14) calendar days provided for selection of a mediator the parties are unable to agree on the selection of a mediator, then any party immediately may pursue the other dispute resolution processes as permitted by this Agreement. If a mediator is chosen but mediation is unsuccessful as of the thirtieth (30<sup>th</sup>) day, or if at any point the

parties agree in writing that mediation will not be successful, then the parties immediately may pursue other dispute resolution processes as may be permitted by this Agreement. The foregoing notwithstanding, a party confronted with irreparable harm may immediately pursue those other dispute resolution processes.

**C. Arbitration of Disputes.** Subject to the other provisions of this agreement, in particular those providing only for judicial enforcement with respect to a Material Breach, the Parties must arbitrate any disputes concerning an alleged breach of this agreement that, if proved, would not be a Material Breach. Such binding arbitration shall be pursuant to the AAA Commercial Arbitration Rules. A three-person arbitration panel shall be chosen as provided in Section VI(C)(5) of this Agreement. A substantially prevailing party shall be entitled to an award of attorneys' fees and costs. Any award produced by the arbitration may be enforced in the United States District Court for the Northern District of New York, which retains jurisdiction for the purposes of enforcing this Agreement and arbitration awards authorized by it.

**D. Consequences of Material Breach.** Disputes concerning allegations of a Material Breach shall be resolved exclusively by the United States District Court for the Northern District of New York, which shall retain jurisdiction for such purpose but after a mediation according to the provisions of Section VII(B) of this Agreement. A prevailing party shall be entitled to an award of attorneys' fees and costs. In the event of an allegation of Material Breach, the affected party shall notify the allegedly breaching party in writing of the material breach.

**E. Judicial Enforcement.** The United States District Court for the Northern District of New York will reserve and retain jurisdiction, exclusive of any other court, to enforce this Agreement according to its terms, to adjudicate any challenges by a party or by third parties to the enforceability of this Agreement, to compel arbitration of disputes according to the terms of this Agreement, or to confirm any arbitral award. The stipulation of dismissal that is Exhibit B to this Agreement will so provide and will provide that this Agreement is to be incorporated into the judgment of dismissal to be entered upon the stipulation. The parties hereby agree and stipulate that a showing of a material breach of this Agreement shall also be a sufficient showing of irreparable harm to justify injunctive or other equitable relief in any action to enforce this Agreement. Each party to this Agreement waives and releases any claim or defense that any term of this Agreement is not enforceable and, by seeking judicial approval of this Agreement, acknowledges that it is estopped to challenge the enforceability of any of its provisions.

## **VIII. IMPLEMENTATION**

**A. Authority.** The officials executing this Agreement on behalf of the State, the Counties and the Nation, respectively, warrant that they have been authorized to so execute and that they have the lawful authority to do so, subject to the approval of the State Legislature, the County Legislatures, the Oneida Nation Council and, where applicable, the New York Attorney General and, if applicable, the U.S. Department of Interior. Each party is relying on said representation in entering into this Agreement.



**B. Legislation.** The State will enact legislation approving this Agreement and its exhibits and containing any terms necessary for the State and Counties to carry out their undertakings in this Agreement.

**C. Sequence of Implementation.** First, the parties' representatives will execute this Agreement. Second, the Agreement shall be submitted to the Counties' Legislatures for approval and the Nation's Council will approve this Agreement. Third, the Agreement shall be submitted to the State Legislature for approval. Fourth, the Parties, and the New York Attorney General and the Federal Defendants in the federal trust litigation, *State v. Salazar*, No. 08-cv-644 (LEK), will submit for approval the stipulation in substantially the form of Exhibit B to this Agreement. As previously provided in this Agreement, the Effective Date of this Agreement is the date of the federal court's entry of an order approving this Agreement. Upon the Effective Date, the parties' obligations to make payments, file other stipulations, and take other actions are triggered as previously provided in this Agreement.

**D. Cooperation.** The parties shall work together in good faith to fulfill their commitments to each other under this Agreement, including adoption of necessary laws and regulations, seeking any approval of the United States Department of the Interior that may be required, and opposing any efforts to change, undermine, or invalidate any provision of this Agreement, including initiating or intervening in litigation. Nothing in this Agreement limits the State, the Counties or the Nation from engaging in intergovernmental cooperation with respect to financial or other matters not covered in this Agreement. Nothing is intended to limit or preclude further voluntary or mutual agreements regarding funding, grants or any other matter involving money that might benefit and promote the good of both the Nation and the State and Counties. Without limiting the effect of any substantive provision of this Agreement, nothing herein is or shall be construed to be an admission by any party with respect to any fact or legal issue in litigation.

**E. Notices and Communications.** Notice required by or related to this Agreement will be made in writing and served by overnight courier or certified mail, return receipt requested. If notice is to be given by the Nation to the Counties, it shall be to the County Executive and to the County Attorney of the relevant County or Counties, and if to the State it shall be to the Governor and the Attorney General, both individually at State Capitol, Albany, New York 12224. A copy shall also be filed concurrently with the Counsel to the Governor, State Capitol, Room 210, Albany, New York 12224. If notice is to be given by the State or Counties, it shall be to the Oneida Indian Nation Representative and the Oneida Nation Legal Department, both located at 5218 Patrick Road, Verona, New York 13478, or to such other address as may be designated by the Nation.

**F. Inadmissibility.** Any statements made during the course of the settlement negotiations in this matter will not be admissible in any action or proceeding and are strictly confidential.

**G. No Precedent.** The parties agree that no provision of this settlement shall be interpreted to be an acknowledgment of the validity of any of the allegations or claims that have been made in any litigation covered by this agreement. This settlement does not constitute a determination of, or admission by any party to any underlying allegations, facts or merits of their respective positions.



The settlement of the litigation covered by this agreement is limited to the circumstances in those actions alone and shall not be given effect beyond the specific provisions stipulated to. This settlement does not form and shall not be claimed as any precedent for, or an agreement by the parties to any generally applicable policy or procedure in the future.

**H. Entire Agreement.** This is a fully integrated agreement that supersedes all prior discussions and negotiations concerning it. The parties may modify this Agreement, but only by a written agreement executed by the party to be charged.

**I. Non-Severability.** If any material term, provision, representation, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable or is otherwise finally determined to be beyond the authority of any signatory hereto, then this Agreement shall be null and void in its entirety, with each party being returned to the position it held before the effective date.

ENTERED INTO THIS 16 DAY OF MAY, 2013.

THE STATE OF NEW YORK

A handwritten signature in black ink, appearing to read "Andrew M. Cuomo", is written over a horizontal line.

Andrew M. Cuomo  
Governor

ONEIDA COUNTY

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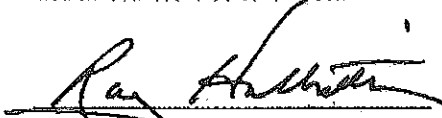
Anthony J. Picente, Jr.  
County Executive

MADISON COUNTY

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John M. Becker  
Chairman, Board of Supervisors

ONEIDA NATION OF NEW YORK

A handwritten signature in black ink, appearing to read "Ray Hatbriter", is written over a horizontal line.

Ray Hatbriter  
Nation Representative

**EXHIBITS**

- A. List of Nation Parcels Accepted into Trust, And Rejected, By May 20, 2008 Record of Decision
- B. Stipulation of Dismissal, *State of New York v. Salazar*, No. 08-cv-644-LEK (N.D.N.Y.)
- C. Final Judgment, *Oneida Indian Nation v. Madison County*, 00-cv-506 (N.D.N.Y.)
- D. Final Judgment, *Oneida Indian Nation v. Oneida County*, 05-cv-945 (N.D.N.Y.)
- E. Stipulation of Discontinuance of Madison County Hybrid Actions
- F. Stipulation of Discontinuance of Oneida County Hybrid Actions
- G. Oneida County Police Deputization Agreement
- H. Games, Procedures & Specifications
- I. Map
- J. Master Settlement Agreement Forms

## **EXHIBIT A**

**Oneida NY Fee-to-Trust  
Record of Decision  
Appendix A**

**LIST OF LANDS TO BE ACQUIRED IN TRUST**

**Page 1**

Parcel ID	Tax ID	Acres	Grouping	Trust Acquisition	County	City	Town	Village/ Hamlet	School District
2	54.-1-30	42.000	G2/Gov't-Cultural	<b>x</b>	Madison	Oneida	City of Oneida		Stockbridge Valley
3	55.-1-3	8.176	G2/Gov't-Cultural	<b>x</b>	Madison	Oneida	City of Oneida		Stockbridge Valley
4	47.-1-50.1	44.810	G2/Gov't-Cultural	<b>x</b>	Madison	Oneida	City of Oneida		Oneida City
5	47.-1-50	143.015	G2/Gov't-Cultural	<b>x</b>	Madison	Oneida	City of Oneida		Oneida City
6	47.-1-46	0.230	G2/Gov't-Cultural	<b>x</b>	Madison	Oneida	City of Oneida		Oneida City
7	54.-1-14.2	2.004	G3/Gov't-Cultural	<b>x</b>	Madison	Oneida	City of Oneida		Oneida City
8	298.000-1-30.3	24.100	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
9	298.000-1-38	17.500	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
10	298.000-1-39	220.096	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
11	310.000-1-15.2	65.576	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
12	310.000-1-27	60.575	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
13	323.000-1-1.3	4.934	G2/Casino-Resort	<b>x</b>	Oneida		Town of Vernon		Vernon-Verona-Sherrill
14	47.-1-50.2	0.648	G2/Gov't-Cultural	<b>x</b>	Madison	Oneida	City of Oneida		Oneida City
15	47.-1-51	1.316	G2/Gov't-Cultural	<b>x</b>	Madison	Oneida	City of Oneida		Vernon-Verona-Sherrill
16	323.000-1-2	3.699	G2/Casino-Resort	<b>x</b>	Oneida		Town of Vernon		Vernon-Verona-Sherrill
17	323.000-1-1.1	248.963	G3/Casino-Resort	<b>x</b>	Oneida		Town of Vernon		Vernon-Verona-Sherrill
18	47.-1-42	0.517	G2/Gov't-Cultural	<b>x</b>	Madison	Oneida	City of Oneida		Oneida City
19	299.000-1-58.1	84.807	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
20	322.000-2-19	5.210	G3/Casino-Resort	<b>x</b>	Oneida		Town of Vernon		Vernon-Verona-Sherrill
21	47.-1-43	0.999	G2/Gov't-Cultural	<b>x</b>	Madison	Oneida	City of Oneida		Oneida City

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<b>Parcel ID</b>	<b>Tax ID</b>	<b>Acres</b>	<b>Grouping</b>	<b>Trust Acquisition</b>	<b>County</b>	<b>City</b>	<b>Town</b>	<b>Village/ Hamlet</b>	<b>School District</b>
22	322.000-2-28	80.516	G3/Casino-Resort	<b>x</b>	Oneida		Town of Vernon		Vernon-Verona-Sherrill
23	284.000-1-30	250.159	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
24	285.000-1-32	167.518	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
25	284.000-1-29	39.901	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
26	285.000-1-2	197.434	G3/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
27	285.000-1-5	68.556	G3/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
28	285.000-1-8.1	102.703	G3/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
29	284.000-1-27	106.200	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
30	284.000-1-28	75.604	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
31	284.000-1-37	156.377	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
32	297.000-1-3.1	69.918	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
33	36.62-2-21	1.688	G2		Madison		Village of Canastota	Canastota	Canastota
34	310.000-2-1	0.688	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
35	285.000-1-6	62.403	G3/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
36	284.000-1-18	98.569	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
37	270.000-1-34	76.176	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
38	269.000-2-47.1	75.350	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
39	310.000-2-6.2	10.158	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
40	310.000-2-9	1.407	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
41	299.000-1-1	157.059	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill

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Parcel ID	Tax ID	Acres	Grouping	Trust Acquisition	County	City	Town	Village/ Hamlet	School District
42	286.000-2-83.6	40.001	G3/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
43	286.003-3-42	0.370	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
44	299.000-1-57.2	9.723	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
45	299.000-1-57.3	7.311	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
46	299.000-1-58.3	1.794	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
47	310.000-2-6.1	9.885	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
48	284.000-1-23	30.545	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
49	298.000-1-58	170.968	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
50	284.000-1-25.2	38.687	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
51	299.000-1-58.2	2.642	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
52	283.000-1-5	204.802	G3		Oneida		Town of Verona		Vernon-Verona-Sherrill
53	298.000-1-57	21.220	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
54	284.000-1-22	50.995	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
55	284.000-1-24	11.151	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
56	284.000-1-20	19.995	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
57	75.-1-4.15	3.296	G2		Madison		Town of Cazenovia		Cazenovia
57	75.-1-4.16	6.013	G2		Madison		Town of Cazenovia		Cazenovia
58	298.000-1-3	21.155	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
59	297.000-1-5.1	107.726	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
59	297.000-1-5.2	7.239	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill

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<b>Parcel ID</b>	<b>Tax ID</b>	<b>Acres</b>	<b>Grouping</b>	<b>Trust Acquisition</b>	<b>County</b>	<b>City</b>	<b>Town</b>	<b>Village/ Hamlet</b>	<b>School District</b>
60	298.000-1-50.2	26.907	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
61	298.000-1-14	19.540	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
62	298.000-1-50.1	10.164	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
63	298.000-1-56.2	80.319	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
64	298.000-1-50.7	6.772	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
65	298.000-1-69	15.318	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
66	298.000-1-41.2	1.595	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
66	298.000-1-41.1	41.273	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
67	310.000-1-61	0.565	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
68	298.000-1-43	13.680	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
69	299.001-1-35.1	3.720	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
70	299.001-1-35.2	2.110	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
71	299.001-1-35.3	1.481	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
72	298.000-1-42.2	1.510	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
73	298.000-1-42.1	1.562	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
74	299.000-1-56.2	53.740	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
75	36.5-1-20	0.490	G2		Madison		Village of Canastota	Canastota	Canastota
76	36.6-1-1	33.569	G2		Madison		Village of Canastota	Canastota	Canastota
77	36.6-1-3	3.400	G2		Madison		Village of Canastota	Canastota	Canastota
78	36.6-1-4	25.440	G2		Madison		Village of Canastota	Canastota	Canastota



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79	36.38-1-32	0.500	G2		Madison		Village of Canastota	Canastota	Canastota
80	36.38-1-34	0.150	G2		Madison		Village of Canastota	Canastota	Canastota
81	36.-1-2	66.894	G2		Madison		Town of Lenox		Canastota
82	322.014-1-23	0.583	G2		Oneida	Sherrill	City of Sherrill		Vernon-Verona-Sherrill
83	322.014-1-25	0.270	G2		Oneida	Sherrill	City of Sherrill		Vernon-Verona-Sherrill
84	322.014-1-26	0.366	G2		Oneida	Sherrill	City of Sherrill		Vernon-Verona-Sherrill
86	299.000-1-55.2	19.202	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
87	36.38-1-33	0.504	G2		Madison		Village of Canastota	Canastota	Canastota
88	299.001-1-36	0.680	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
89	298.002-3-15.1	8.051	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
90	284.000-1-21	21.441	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
91	284.000-1-19	60.338	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
92	322.015-2-65	0.190	G2		Oneida	Sherrill	City of Sherrill		Vernon-Verona-Sherrill
92	322.015-2-64	0.190	G2		Oneida	Sherrill	City of Sherrill		Vernon-Verona-Sherrill
93	322.014-1-24	0.316	G2		Oneida	Sherrill	City of Sherrill		Vernon-Verona-Sherrill
94	91.-1-51	121.110	G2		Madison		Town of Stockbridge		Stockbridge Valley
95	37.44-1-3	2.024	G2		Madison	Oneida	City of Oneida		Oneida City
96	322.015-2-1	0.385	G3		Oneida	Sherrill	City of Sherrill		Vernon-Verona-Sherrill
97	252.015-2-31	0.344	G2		Oneida		Town of Verona		Oneida City
98	28.-2-13.12	5.001	G2		Madison		Town of Lenox		Canastota

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Parcel ID	Tax ID	Acres	Grouping	Trust Acquisition	County	City	Town	Village/ Hamlet	School District
98	28.-2-13.2	17.153	G2		Madison		Town of Lenox		Canastota
98	28.-2-13.11	43.340	G2		Madison		Town of Lenox		Canastota
99	286.000-2-83.1	30.090	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
100	38.29-1-2	0.840	G2		Madison	Oneida	City of Oneida		Oneida City
100	38.29-1-36	0.773	G2		Madison	Oneida	City of Oneida		Oneida City
100	38.29-1-3	0.510	G2		Madison	Oneida	City of Oneida		Oneida City
101	299.000-1-27	20.832	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
102	312.000-1-52.1	93.570	G1/Casino-Resort	<b>x</b>	Oneida		Town of Vernon		Vernon-Verona-Sherrill
103	297.001-1-8.2	0.500	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Oneida City
103	297.001-1-8.1	23.600	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Oneida City
104	312.000-1-65	159.690	G1/Casino-Resort	<b>x</b>	Oneida		Town of Vernon		Vernon-Verona-Sherrill
105	324.013-1-7	0.958	G2/Casino-Resort	<b>x</b>	Oneida		Village of Vernon	Vernon	Vernon-Verona-Sherrill
106	298.000-1-19	0.435	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
107	298.000-1-18	8.757	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
108	299.001-1-37	9.355	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
109	298.000-1-39	4.440	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
110	311.000-1-18	31.898	G1/Casino-Resort	<b>x</b>	Oneida		Town of Vernon		Vernon-Verona-Sherrill
111	36.38-1-36	3.126	G2		Madison		Village of Canastota	Canastota	Canastota
112	323.012-2-9	3.681	G2/Casino-Resort	<b>x</b>	Oneida		Village of Vernon	Vernon	Vernon-Verona-Sherrill
113	322.000-1-30	22.800	G2/Casino-Resort	<b>x</b>	Oneida		Town of Vernon		Oneida City

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<b>Parcel ID</b>	<b>Tax ID</b>	<b>Acres</b>	<b>Grouping</b>	<b>Trust Acquisition</b>	<b>County</b>	<b>City</b>	<b>Town</b>	<b>Village/ Hamlet</b>	<b>School District</b>
114	299.000-1-2	142.284	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
115	299.000-1-23.1	42.542	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
116	299.000-1-13	58.780	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
117	311.000-2-6.1	126.564	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
118	311.000-1-32	52.579	G1/Casino-Resort	<b>x</b>	Oneida		Town of Vernon		Vernon-Verona-Sherrill
118	311.000-2-10.1	106.508	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
118	311.000-2-11	89.990	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
119	312.000-1-2	63.373	G1/Casino-Resort	<b>x</b>	Oneida		Town of Vernon		Vernon-Verona-Sherrill
120	61.-1-10.2	8.073	G2		Madison		Town of Lincoln		Canastota
121	238.000-2-5	329.764	G2		Oneida		Town of Verona		Vernon-Verona-Sherrill
122	297.000-1-15	49.578	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
123	324.000-1-71	59.242	G1/Casino-Resort	<b>x</b>	Oneida		Town of Vernon		Vernon-Verona-Sherrill
124	299.000-1-57.1	2.501	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
125	322.015-2-47	0.322	G2		Oneida	Sherrill	City of Sherrill		Vernon-Verona-Sherrill
125	322.015-2-45.1	0.788	G2		Oneida	Sherrill	City of Sherrill		Vernon-Verona-Sherrill
125	322.015-2-40.3	0.428	G2		Oneida	Sherrill	City of Sherrill		Vernon-Verona-Sherrill
126	54.-1-21.11	51.545	G2/Gov't-Cultural	<b>x</b>	Madison	Oneida	City of Oneida		Stockbridge Valley
127	54.-1-32.2	165.879	G2/Gov't-Cultural	<b>x</b>	Madison	Oneida	City of Oneida		Stockbridge Valley
128	55.-1-4.2	70.116	G2/Gov't-Cultural	<b>x</b>	Madison	Oneida	City of Oneida		Stockbridge Valley
128	55.-1-7	51.160	G2/Gov't-Cultural	<b>x</b>	Madison	Oneida	City of Oneida		Stockbridge Valley

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Parcel ID	Tax ID	Acres	Grouping	Trust Acquisition	County	City	Town	Village/ Hamlet	School District
128	55.-1-38	19.960	G2/Gov't-Cultural	<b>x</b>	Madison	Oneida	City of Oneida		Stockbridge Valley
128	54.-1-33	4.300	G2/Gov't-Cultural	<b>x</b>	Madison	Oneida	City of Oneida		Stockbridge Valley
129	54.-3-4	12.520	G2/Gov't-Cultural	<b>x</b>	Madison		Town of Lincoln		Stockbridge Valley
129	54.-3-11	1.830	G2/Gov't-Cultural	<b>x</b>	Madison		Town of Lincoln		Stockbridge Valley
130	54.-3-8	129.910	G3/Gov't-Cultural	<b>x</b>	Madison		Town of Lincoln		Stockbridge Valley
131	63.-1-2.1	220.761	G3/Gov't-Cultural	<b>x</b>	Madison		Town of Stockbridge		Stockbridge Valley
131	54.-2-2	103.890	G3/Gov't-Cultural	<b>x</b>	Madison		Town of Stockbridge		Stockbridge Valley
132	54.-2-5	66.507	G3/Gov't-Cultural	<b>x</b>	Madison		Town of Stockbridge		Stockbridge Valley
133	55.-2-5.12	11.469	G3/Gov't-Cultural	<b>x</b>	Madison		Town of Stockbridge		Stockbridge Valley
134	55.-2-9	17.580	G3/Gov't-Cultural	<b>x</b>	Madison		Town of Stockbridge		Stockbridge Valley
135	55.-2-21.12	92.663	G3/Gov't-Cultural	<b>x</b>	Madison		Town of Stockbridge		Stockbridge Valley
136	65.-1-6	81.761	G3/Gov't-Cultural		Madison		Town of Stockbridge		Stockbridge Valley
137	332.000-1-20.1	173.224	G2/Gov't-Cultural	<b>x</b>	Oneida		Town of Vernon		Vernon-Verona-Sherrill
137	332.000-1-19.2	9.600	G2/Gov't-Cultural	<b>x</b>	Oneida		Town of Vernon		Stockbridge Valley
137	332.000-1-27	1.490	G2/Gov't-Cultural	<b>x</b>	Oneida		Town of Vernon		Stockbridge Valley
138	283.000-1-1.3	3.200	G2		Oneida		Town of Verona		Oneida City
139	282.000-1-3	1.203	G2		Oneida		Town of Verona		Oneida City
140	282.000-1-2.2	25.530	G2		Oneida		Town of Verona		Oneida City
140	283.000-1-77	30.270	G2		Oneida		Town of Verona		Oneida City
140	283.000-1-1.2	175.400	G2		Oneida		Town of Verona		Oneida City

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140	267.000-1-8	116.300	G2		Oneida		Town of Verona		Oneida City
140	282.000-1-1	32.200	G2		Oneida		Town of Verona		Oneida City
140	267.000-1-5	7.240	G2		Oneida		Town of Verona		Oneida City
140	267.000-1-6	72.265	G2		Oneida		Town of Verona		Oneida City
140	267.000-1-7	2.540	G2		Oneida		Town of Verona		Oneida City
141	7.79-1-61.1	0.250	G2		Madison		Town of Lenox		Canastota
142	282.000-1-2.1	1.640	G2		Oneida		Town of Verona		Oneida City
143	310.000-1-16	2.495	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
144	298.002-3-17	6.572	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
144	298.002-3-15.3	1.700	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
144	298.002-3-16	0.390	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
145	13.23-1-5	4.955	G2		Madison		Town of Lenox		Canastota
145	13.23-1-6	13.020	G2		Madison		Town of Lenox		Canastota
145	13.23-1-7	0.764	G2		Madison		Town of Lenox		Canastota
146	37.44-1-1	3.300	G2		Madison	Oneida	City of Oneida		Oneida City
146	37.44-1-1.1	1.940	G2		Madison	Oneida	City of Oneida		Oneida City
146	37.44-2-2	3.276	G2		Madison	Oneida	City of Oneida		Oneida City
146	37.44-2-1	2.200	G2		Madison	Oneida	City of Oneida		Oneida City
147	297.000-1-37.1	131.760	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
148	311.000-2-24.1	73.135	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill

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148	311.000-2-24.6	1.100	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
148	311.000-2-24.7	1.100	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
148	311.000-2-24.12	1.378	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
149	310.000-1-7	3.196	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
150	13.-1-37	52.200	G2		Madison		Town of Lenox		Oneida City
151	54.-2-6.1	62.386	G3/Gov't-Cultural	<b>x</b>	Madison		Town of Stockbridge		Stockbridge Valley
152	54.-2-3.13	2.237	G3/Gov't-Cultural	<b>x</b>	Madison		Town of Stockbridge		Stockbridge Valley
152	54.-2-3.62	0.500	G3/Gov't-Cultural	<b>x</b>	Madison		Town of Stockbridge		Stockbridge Valley
152	54.-2-3.12	80.177	G3/Gov't-Cultural	<b>x</b>	Madison		Town of Stockbridge		Stockbridge Valley
152	54.-2-6.22	40.290	G3/Gov't-Cultural	<b>x</b>	Madison		Town of Stockbridge		Stockbridge Valley
153	54.-2-8.12	59.869	G3/Gov't-Cultural	<b>x</b>	Madison		Town of Stockbridge		Stockbridge Valley
154	311.000-2-26	116.111	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
155	63.-1-2.2	1.140	G3/Gov't-Cultural	<b>x</b>	Madison		Town of Stockbridge		Stockbridge Valley
156	298.000-1-56.1	5.058	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
157	298.000-1-50.3	4.745	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
158	312.000-1-62.2	162.209	G1/Casino-Resort	<b>x</b>	Oneida		Town of Vernon		Vernon-Verona-Sherrill
159	19.-1-25	105.571	G2		Madison		Town of Lenox		Canastota
159	19.-1-27	105.114	G2		Madison		Town of Lenox		Canastota
160	18.-2-4	106.690	G2		Madison		Town of Sullivan		Canastota
161	18.-2-1	4.400	G2		Madison		Town of Sullivan		Canastota

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162	18.-1-14	23.559	G3		Madison		Town of Sullivan		Canastota
163	18.-1-9.1	45.919	G3		Madison		Town of Sullivan		Canastota
164	299.000-1-26	0.305	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
165	310.000-2-13	1.871	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
166	46.-1-5.11	117.140	G3/Gov't-Cultural	<b>x</b>	Madison	Oneida	City of Oneida		Oneida City
166	46.-1-4.1	31.270	G3/Gov't-Cultural	<b>x</b>	Madison	Oneida	City of Oneida		Oneida City
167	55.-2-21.11	66.176	G3/Gov't-Cultural	<b>x</b>	Madison		Town of Stockbridge		Stockbridge Valley
167	55.-2-22	3.930	G3/Gov't-Cultural	<b>x</b>	Madison		Town of Stockbridge		Stockbridge Valley
168	64.-1-2	125.140	G3/Gov't-Cultural	<b>x</b>	Madison		Town of Stockbridge		Stockbridge Valley
168	64.-1-3.1	29.670	G3/Gov't-Cultural	<b>x</b>	Madison		Town of Stockbridge		Stockbridge Valley
168	64.-1-6	73.727	G3/Gov't-Cultural	<b>x</b>	Madison		Town of Stockbridge		Stockbridge Valley
168	64.-1-17	36.600	G3/Gov't-Cultural	<b>x</b>	Madison		Town of Stockbridge		Stockbridge Valley
168	64.-1-3.2	27.670	G3/Gov't-Cultural	<b>x</b>	Madison		Town of Stockbridge		Stockbridge Valley
168	64.-1-18	84.136	G3/Gov't-Cultural	<b>x</b>	Madison		Town of Stockbridge		Stockbridge Valley
168	64.-1-24.1	40.543	G3/Gov't-Cultural	<b>x</b>	Madison		Town of Stockbridge		Stockbridge Valley
168	64.-1-24.31	9.679	G3/Gov't-Cultural	<b>x</b>	Madison		Town of Stockbridge		Stockbridge Valley
168	64.-1-35	5.310	G3/Gov't-Cultural	<b>x</b>	Madison		Town of Stockbridge		Stockbridge Valley
169	73.-1-4	105.838	G3		Madison		Town of Stockbridge		Stockbridge Valley
170	324.000-1-70	0.674	G1/Casino-Resort	<b>x</b>	Oneida		Town of Vernon		Vernon-Verona-Sherrill
171	74.-1-16.1	279.847	G3/Gov't-Cultural	<b>x</b>	Madison		Town of Stockbridge		Stockbridge Valley

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171	74.-1-9	88.890	G3/Gov't-Cultural	<b>x</b>	Madison		Town of Stockbridge		Stockbridge Valley
171	74.1-1-17	87.460	G3/Gov't-Cultural	<b>x</b>	Madison		Town of Stockbridge		Madison
171	74.-1-19	97.930	G3/Gov't-Cultural	<b>x</b>	Madison		Town of Stockbridge		Madison
171	74.-1-18	42.470	G3/Gov't-Cultural	<b>x</b>	Madison		Town of Stockbridge		Madison
172	361.000-1-8	129.685	G3/Gov't-Cultural	<b>x</b>	Oneida		Town of Augusta		Madison
172	361.000-1-1.2	128.180	G3/Gov't-Cultural	<b>x</b>	Oneida		Town of Augusta		Madison
173	83.-1-18	98.582	G3/Gov't-Cultural	<b>x</b>	Madison		Town of Stockbridge		Stockbridge Valley
174	83.-1-6.1	40.186	G3		Madison		Town of Stockbridge		Stockbridge Valley
175	324.013-1-18	1.409	G2/Casino-Resort	<b>x</b>	Oneida		Village of Vernon	Vernon	Vernon-Verona-Sherrill
176	297.000-1-17	70.783	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
176	297.000-1-23	11.700	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
176	297.000-1-16	32.700	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
177	310.000-1-23	1.490	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Oneida City
177	310.000-1-24	2.195	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Oneida City
177	310.000-1-22	1.818	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Oneida City
178	54.-1-31	6.002	G2/Gov't-Cultural	<b>x</b>	Madison	Oneida	City of Oneida		Stockbridge Valley
179	310.000-2-8	1.837	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
180	298.002-3-22	0.732	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
181	310.000-2-4	1.240	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
182	310.000-2-3.2	1.033	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill



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183	323.012-1-39	1.149	G2/Casino-Resort	<b>x</b>	Oneida		Village of Vernon	Vernon	Vernon-Verona-Sherrill
183	323.008-1-1.1	3.000	G2/Casino-Resort	<b>x</b>	Oneida		Village of Vernon	Vernon	Vernon-Verona-Sherrill
184	323.000-1-34.3	12.030	G3/Casino-Resort	<b>x</b>	Oneida		Town of Vernon		Vernon-Verona-Sherrill
184	323.000-1-34.5	85.526	G3/Casino-Resort	<b>x</b>	Oneida		Town of Vernon		Vernon-Verona-Sherrill
185	13.-1-1.11	66.870	G3		Madison		Town of Lenox		Canastota
185	13.-1-1.13	4.900	G3		Madison		Town of Lenox		Canastota
185	12.-2-25.12	60.790	G3		Madison		Town of Lenox		Canastota
186	298.000-1-51	1.721	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
186	298.000-1-50.11	17.647	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
187	310.000-1-6	8.415	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
188	310.000-2-5	1.315	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
189	299.000-1-31.2	1.032	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
190	299.000-1-31.1	131.230	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
190	299.000-1-25	34.723	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
191	13.-1-1.14	12.588	G3		Madison		Town of Lenox		Canastota
192	310.000-2-3.1	6.981	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
193	298.002-3-4.3	15.893	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
194	285.000-1-31	6.590	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
195	7.79-1-61.2	0.047	G2		Madison		Town of Lenox		Canastota
196	63.-1-3	0.918	G3/Gov't-Cultural	<b>x</b>	Madison		Town of Stockbridge		Stockbridge Valley

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197	310.000-2-2	2.066	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
198	35.8-1-5	19.810	G2		Madison		Village of Canastota	Canastota	Canastota
199	284.000-1-26	0.174	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
200	89.-1-5	128.243	G3		Madison		Town of Smithfield		Morrisville
201	312.000-1-1	82.683	G1/Casino-Resort	<b>x</b>	Oneida		Town of Vernon		Vernon-Verona-Sherrill
202	310.000-2-7	0.803	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
203	298.002-2-2	1.673	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
203	298.002-2-1	0.610	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
204	13.22-1-3	0.566	G3		Madison		Town of Lenox		Canastota
205	239.000-2-31	106.071	G2		Oneida		Town of Verona		Vernon-Verona-Sherrill
206	268.000-1-31	193.382	G3		Oneida		Town of Verona		Vernon-Verona-Sherrill
206	268.000-1-19	7.000	G3		Oneida		Town of Verona		Vernon-Verona-Sherrill
207	54.-1-29.1	1.250	G2/Gov't-Cultural	<b>x</b>	Madison	Oneida	City of Oneida		Oneida City
208	54.-1-32.1	15.575	G2/Gov't-Cultural	<b>x</b>	Madison	Oneida	City of Oneida		Stockbridge Valley
209	55.-1-4.1	8.430	G2/Gov't-Cultural	<b>x</b>	Madison	Oneida	City of Oneida		Stockbridge Valley
210	55.-2-5.11	125.773	G3/Gov't-Cultural	<b>x</b>	Madison		Town of Stockbridge		Stockbridge Valley
211	55.-2-7	139.450	G3/Gov't-Cultural	<b>x</b>	Madison		Town of Stockbridge		Stockbridge Valley
212	55.-2-8.1	110.630	G3/Gov't-Cultural	<b>x</b>	Madison		Town of Stockbridge		Stockbridge Valley
213	64.-1-1	90.466	G3/Gov't-Cultural	<b>x</b>	Madison		Town of Stockbridge		Stockbridge Valley
214	64.-1-13.1	61.822	G3/Gov't-Cultural	<b>x</b>	Madison		Town of Stockbridge		Stockbridge Valley

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215	13.22-1-11	0.148	G2		Madison		Town of Lenox		Canastota
216	13.22-1-8	2.199	G2		Madison		Town of Lenox		Canastota
217	13.22-1-7	0.490	G2		Madison		Town of Lenox		Canastota
218	13.22-1-6	0.690	G2		Madison		Town of Lenox		Canastota
219	13.6-1-10	4.522	G2		Madison		Town of Lenox		Canastota
220	270.000-1-23	157.800	G3/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
221	270.000-1-33.3	121.014	G3/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
222	270.000-1-35.5	37.300	G3/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
223	285.000-1-9	193.512	G3/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
224	285.000-1-10	10.013	G3/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
225	285.000-1-11	59.599	G3/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
226	13.6-1-12	2.009	G2		Madison		Town of Lenox		Canastota
227	54.-1-29	43.222	G2/Gov't-Cultural	<b>x</b>	Madison	Oneida	City of Oneida		Oneida City
228	271.000-3-55.1	282.561	G3/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
229	38.57-1-15.2	0.183	G2		Madison	Oneida	City of Oneida		Oneida City
230	297.000-1-37.2	51.218	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
231	38.65-1-14	1.092	G2		Madison	Oneida	City of Oneida		Oneida City
232	252.015-2-46	0.904	G2		Oneida		Town of Verona		Oneida City
233	299.000-1-50	0.918	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
234	310.000-3-48.1	2.764	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill

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235	283.000-1-3	17.090	G3		Oneida		Town of Verona		Oneida City
236	38.49-1-65	0.565	G3		Madison	Oneida	City of Oneida		Oneida City
237	38.49-1-67	0.584	G2		Madison	Oneida	City of Oneida		Oneida City
238	299.000-1-53	4.245	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
239	283.000-1-7.1	88.620	G3		Oneida		Town of Verona		Vernon-Verona-Sherrill
239	283.000-1-6	70.000	G3		Oneida		Town of Verona		Vernon-Verona-Sherrill
239	283.000-1-59.1	86.090	G3		Oneida		Town of Verona		Vernon-Verona-Sherrill
239	283.000-1-62	40.040	G3		Oneida		Town of Verona		Oneida City
240	324.000-1-7.2	85.991	G1/Casino-Resort	<b>x</b>	Oneida		Town of Vernon		Vernon-Verona-Sherrill
240	324.000-1-7.1	43.145	G1/Casino-Resort	<b>x</b>	Oneida		Town of Vernon		Vernon-Verona-Sherrill
241	13.22-1-9	0.175	G2		Madison		Town of Lenox		Canastota
241	13.22-1-12	0.530	G2		Madison		Town of Lenox		Canastota
242	310.000-1-8	7.218	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
243	38.57-1-15.3	0.130	G2		Madison	Oneida	City of Oneida		Oneida City
244	312.000-1-62.1	182.579	G1/Casino-Resort	<b>x</b>	Oneida		Town of Vernon		Vernon-Verona-Sherrill
244	312.000-1-63.1	10.150	G1/Casino-Resort	<b>x</b>	Oneida		Town of Vernon		Vernon-Verona-Sherrill
245	30.81-1-70	0.344	G2		Madison	Oneida	City of Oneida		Oneida City
246	38.57-1-15	2.091	G2		Madison	Oneida	City of Oneida		Oneida City
247	298.000-1-17	26.981	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
248	298.002-3-23	0.766	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill

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249	30.81-1-69	0.273	G2		Madison	Oneida	City of Oneida		Oneida City
250	38.62-1-3	0.743	G2		Madison	Oneida	City of Oneida		Oneida City
251	283.000-1-1.1	1.000	G2		Oneida		Town of Verona		Oneida City
252	298.000-1-20	3.127	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
253	298.000-1-15	20.054	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
254	299.000-1-52	0.918	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
255	70.-1-17	27.910	G3		Madison		Town of Fenner		Canastota
255	61.-1-27	0.400	G3		Madison		Town of Lincoln		Canastota
255	61.-1-28	12.290	G3		Madison		Town of Lincoln		Canastota
256	252.011-2-2	14.873	G2		Oneida		Town of Verona		Oneida City
256	252.012-1-1	11.200	G2		Oneida		Town of Verona		Oneida City
256	252.015-2-30	15.467	G2		Oneida		Town of Verona		Oneida City
257	299.001-1-48.2	37.376	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
258	38.57-1-19	0.454	G2		Madison	Oneida	City of Oneida		Oneida City
259	297.000-1-2	136.536	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Oneida City
259	297.001-1-5.2	25.309	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Oneida City
260	299.000-1-45	0.918	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
261	310.000-2-16	0.966	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
262	310.000-2-26.2	0.490	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
263	310.000-2-26.1	28.850	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill

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Parcel ID	Tax ID	Acres	Grouping	Trust Acquisition	County	City	Town	Village/ Hamlet	School District
263	310.000-2-28	31.090	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
264	271.000-3-58	90.340	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
265	371.000-2-32.1	0.244	G2		Oneida		Town of Augusta		Madison
265	371.000-2-31	0.683	G2		Oneida		Town of Augusta		Madison
266	299.000-1-46	0.916	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
267	310.000-2-15.1	1.887	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
268	298.000-1-12	159.960	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
268	298.000-1-13.2	11.386	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
268	298.000-1-13.1	21.000	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
268	285.000-1-21	5.000	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
268	285.000-1-22	54.394	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
269	310.000-2-18	8.865	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
270	310.000-2-27	4.151	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
271	299.000-1-5	15.931	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
272	311.000-1-14.2	53.301	G1/Casino-Resort	<b>x</b>	Oneida		Town of Vernon		Vernon-Verona-Sherrill
273	310.000-3-52	55.546	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
273	310.000-2-24	9.657	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
274	310.000-3-53.3	22.053	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
274	310.000-3-53.3	89.221	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
275	311.000-2-25.2	5.206	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill

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Parcel ID	Tax ID	Acres	Grouping	Trust Acquisition	County	City	Town	Village/ Hamlet	School District
276	311.000-2-24.14	14.932	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
277	310.000-2-17	0.907	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
278	311.000-2-21.2	4.249	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
278	311.000-2-21.8	14.574	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
279	299.000-1-22.1	108.530	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
280	310.000-2-14	1.877	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
281	322.014-1-22	0.251	G3		Oneida	Sherrill	City of Sherrill		Vernon-Verona-Sherrill
282	65.-1-10	142.913	G3/Gov't-Cultural	<b>x</b>	Madison		Town of Stockbridge		Stockbridge Valley
283	74.-1-16.5	10.000	G3/Gov't-Cultural	<b>x</b>	Madison		Town of Stockbridge		Stockbridge Valley
284	299.000-1-49	1.837	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
285	310.000-3-53.3	2.003	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
286	285.000-1-24	20.930	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
287	310.000-2-15.2	0.941	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
288	28.-1-77.1	5.050	G2		Madison		Town of Lenox		Canastota
288	28.-1-77.2	156.820	G2		Madison		Town of Lenox		Canastota
289	35.-1-28.1	20.263	G2		Madison		Town of Lenox		Canastota
290	35.8-1-6	18.249	G2		Madison		Village of Canastota	Canastota	Canastota
291	46.-1-62.2	98.957	G3/Gov't-Cultural	<b>x</b>	Madison		Village of Canastota	Canastota	Canastota
291	27.-3-23	4.920	G3		Madison		Town of Lenox		Canastota
291	27.-3-22	10.150	G3		Madison		Town of Lenox		Canastota

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Parcel ID	Tax ID	Acres	Grouping	Trust Acquisition	County	City	Town	Village/ Hamlet	School District
291	27.-3-21	23.960	G3		Madison		Town of Lenox		Canastota
291	27.-3-20	3.900	G3		Madison		Town of Lenox		Canastota
291	27.20-1-6	116.243	G3		Madison	Oneida	City of Oneida		Oneida City
292	298.000-1-59.1	31.650	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
293	297.000-1-27.1	1.854	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
294	297.000-1-27.3	2.221	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
294	297.000-1-27.4	1.861	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
295	299.000-1-21	0.775	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
296	298.000-1-34.1	0.548	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
297	322.000-1-67.1	20.410	G2		Oneida		Town of Vernon		Oneida City
298	311.000-1-13	6.063	G1/Casino-Resort	<b>x</b>	Oneida		Town of Vernon		Vernon-Verona-Sherrill
299	38.49-1-69	0.367	G2		Madison	Oneida	City of Oneida		Oneida City
300	297.000-1-12.1	13.330	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
301	298.000-1-16	1.561	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
302	299.001-1-48.1	0.783	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
303	298.000-1-34.2	0.684	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
304	54.-3-5.11	120.594	G3/Gov't-Cultural	<b>x</b>	Madison		Town of Lincoln		Stockbridge Valley
304	63.-2-2	81.779	G3/Gov't-Cultural	<b>x</b>	Madison		Town of Lincoln		Stockbridge Valley
305	252.015-2-35	4.051	G2		Oneida		Town of Verona		Oneida City
305	252.015-2-34	1.200	G2		Oneida		Town of Verona		Oneida City



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Parcel ID	Tax ID	Acres	Grouping	Trust Acquisition	County	City	Town	Village/ Hamlet	School District
306	300.000-3-7.3	56.050	G2/Casino-Resort	x	Oneida		Town of Verona		Vernon-Verona-Sherrill
307	35.-1-26	9.437	G2		Madison		Town of Lenox		Canastota
308	252.015-2-47	0.334	G2		Oneida		Town of Verona		Oneida City
309	283.000-1-2	3.087	G3		Oneida		Town of Verona		Oneida City
310	92.-1-15.2	118.720	G3		Madison		Town of Stockbridge		Stockbridge Valley
310	92.-1-16	62.006	G3		Madison		Town of Stockbridge		Stockbridge Valley
310	83.-1-10	183.070	G3		Madison		Town of Stockbridge		Stockbridge Valley
310	83.-1-14.1	77.101	G3		Madison		Town of Stockbridge		Stockbridge Valley
311	28.-2-14	21.131	G2		Madison		Town of Lenox		Canastota
312	311.000-1-13	1.000	G2/Casino-Resort	x	Oneida		Town of Vernon		Vernon-Verona-Sherrill
313	252.012-1-2	0.245	G2		Oneida		Town of Verona		Oneida City
314	72.-1-1.21	2.756	G3		Madison		Town of Smithfield		Morrisville
314	72.-1-1.22	84.352	G3		Madison		Town of Smithfield		Morrisville
315	64.-1-15.2	169.665	G3/Gov't-Cultural	x	Madison		Town of Smithfield		Stockbridge Valley
315	72.-1-38	81.075	G3		Madison		Town of Stockbridge		Stockbridge Valley
316	324.000-1-75.4	25.620	G1/Casino-Resort	x	Oneida		Town of Vernon		Vernon-Verona-Sherrill
316	324.000-1-75.2	17.980	G1/Casino-Resort	x	Oneida		Town of Vernon		Vernon-Verona-Sherrill
317	92.-1-15.1	22.236	G3		Madison		Town of Stockbridge		Stockbridge Valley
318	252.015-2-48.1	0.248	G2		Oneida		Town of Verona		Oneida City
319	371.000-2-33	0.458	G2		Oneida		Town of Augusta		Madison

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Parcel ID	Tax ID	Acres	Grouping	Trust Acquisition	County	City	Town	Village/ Hamlet	School District
319	371.000-2-30	0.190	G2		Oneida		Town of Augusta		Madison
320	310.000-2-12	3.448	G1/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
321	284.000-1-32	22.705	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
322	47.-1-61	87.405	G2/Gov't-Cultural	<b>x</b>	Madison	Oneida	City of Oneida		Stockbridge Valley
323	298.000-1-33	0.346	G2/Casino-Resort	<b>x</b>	Oneida		Town of Verona		Vernon-Verona-Sherrill
324	252.015-2-36	0.438	G2		Oneida		Town of Verona		Oneida City
325	253.000-1-17.1	184.350	G2		Oneida		Town of Verona		Vernon-Verona-Sherrill
325	237.000-3-6	19.350	G2		Oneida		Town of Verona		Vernon-Verona-Sherrill
325	254.000-1-2.1	42.100	G2		Oneida		Town of Verona		Vernon-Verona-Sherrill
326	252.007-3-32.2	6.130	G2		Oneida		Village of Sylvan Beach	Sylvan Beach	Oneida City
326	252.007-3-32.272	0.000	G2		Oneida		Village of Sylvan Beach	Sylvan Beach	Oneida City
326	252.007-3-32.267	0.000	G2		Oneida		Village of Sylvan Beach	Sylvan Beach	Oneida City
326	252.007-3-32.269	0.000	G2		Oneida		Village of Sylvan Beach	Sylvan Beach	Oneida City
326	252.007-3-32.270	0.000	G2		Oneida		Village of Sylvan Beach	Sylvan Beach	Oneida City
326	252.007-3-29	0.313	G2		Oneida		Village of Sylvan Beach	Sylvan Beach	Oneida City
326	252.007-3-30	0.168	G2		Oneida		Village of Sylvan Beach	Sylvan Beach	Oneida City
327	252.012-1-24	0.509	G2		Oneida		Town of Verona		Oneida City
328	323.000-1-40	8.390	G1/Casino-Resort	<b>x</b>	Oneida		Town of Vernon		Vernon-Verona-Sherrill
328	323.000-1-45	92.700	G1/Casino-Resort	<b>x</b>	Oneida		Town of Vernon		Vernon-Verona-Sherrill
329	36.5-1-7.5	3.280	G2		Madison		Village of Canastota	Canastota	Canastota

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Parcel ID	Tax ID	Acres	Grouping	Trust Acquisition	County	City	Town	Village/ Hamlet	School District
330	30.47-1-1.1	1.508	G2		Madison	Oneida	City of Oneida		Oneida City
331	286.003-3-47	2.068	G2/Casino-Resort	x	Oneida		Town of Verona		Vernon-Verona-Sherrill
331	286.003-3-44	2.000	G2/Casino-Resort	x	Oneida		Town of Verona		Vernon-Verona-Sherrill
332	284.000-1-17	19.584	G2/Casino-Resort	x	Oneida		Town of Verona		Vernon-Verona-Sherrill
<b>Totals:</b>		<b>17,370</b>	(All Lands)	<b>13,004</b>	(Acquisition)				

## **EXHIBIT B**

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF NEW YORK**

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**STATE OF NEW YORK,**

**6:08-cv-644 (LEK/GJD)**

**Plaintiffs,**

**v.**

**KENNETH L. SALAZAR, et al.,**

**Defendants.**

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**STIPULATION AND ORDER OF DISMISSAL**

Pursuant to Fed. R. Civ. P. 41(a)(2), all Plaintiffs, the federal defendants and defendant-intervenor Oneida Nation of New York, stipulate to the dismissal of this action, upon an order of the Court on the terms contained in the form of order set forth below.

Respectfully Submitted,

Signature Blocks for the Parties' Counsel

So Ordered:

Upon consideration of the foregoing stipulation, and finding that there is good cause to grant the stipulated dismissal of this action, and that it is proper to include certain terms in an order of dismissal, it is, accordingly, ORDERED that:

- (1) the Settlement Agreement attached hereto as Exhibit I is APPROVED;
- (2) the terms of the attached Settlement Agreement are incorporated into this Order;
- (3) this Court RETAINS JURISDICTION to enforce the Settlement Agreement; and
- (4) all Plaintiffs are DISMISSED AS PARTIES, and their claims are DISMISSED WITH PREJUDICE, each party to bear its own costs.

SIGNED and ENTERED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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Lawrence E. Kahn  
United States District Judge

## **EXHIBIT C**

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF NEW YORK**

**(PROPOSED) AMENDED JUDGMENT IN A CIVIL CASE**

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**ONEIDA INDIAN NATION,**

**Plaintiff,**

**Case No.  
5:00-cv-506 (DNH/GJD)**

**v.**

**MADISON COUNTY, NEW YORK,**

**Defendant.**

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- ☐ **Jury Verdict.** This action came before the Court for trial by jury. The issues have been tried and the jury has rendered its verdict.
- ☒ **Decision by Court.** This action came to trial or hearing before the Court. The issues have been tried or heard and a decision has been rendered.

**IT IS ORDERED AND ADJUDGED THAT:**

1. The judgment previously entered in this action on October 27, 2005, including the permanent injunctions contained therein, is vacated;
2. The Oneida Nation's motion for summary judgment is granted in part and denied in part;
3. Madison County's cross-motion for summary judgment is granted in part and denied in part;
4. Based on the terms of the Oneida Nation's waiver of sovereign immunity to property tax foreclosure with respect to reacquired lands, which was submitted to the United States Supreme Court in connection with this action and which is irrevocable, and on the Oneida Nation's representation to the Second Circuit that it would not assert the Nonintercourse Act, 25 U.S.C. § 177, as a bar to foreclosure with respect to such lands, the Oneida Nation's claims with respect to tribal sovereign immunity and the Nonintercourse Act are dismissed with prejudice;
5. The Oneida Nation's claims challenging the timing of Madison County's redemption notices on due process grounds are dismissed with prejudice;



6. Because of the availability of a state court forum for resolution of the Oneida Nation's claims that it is entitled under New York law to exemptions from state and local property taxes, and also on the pendency of state court litigation, the Court declines to exercise supplemental jurisdiction over those claims and dismisses them without prejudice to their being brought in state court or adjudicated in existing state court proceedings;
7. It is declared that the Oneida Nation is not liable by or through any assessment, collection, foreclosure, tax sale, elimination of redemption rights or transfer of title or property that is based in whole or in part on the Oneida Nation's non-payment of penalties or interest imposed because of the Nation's non-payment of real property taxes prior to March 29, 2005 or because of the non-payment of penalties and interest based on tax non-payment prior to March 29, 2005; and that any of the foregoing tax collection or enforcement steps that were based in whole or in part on non-payment of such penalties and interest prior to March 29, 2005 were void;
8. Madison County's motion for abstention is denied; Madison County's motion for leave to file a Rule 19 motion to dismiss is denied; and Madison County's declaratory counterclaims are dismissed with prejudice; and
9. It is declared that the Oneida Nation's reservation was not disestablished.

All in accordance with the Order of the Honorable David N. Hurd, United States District Judge, dated October 27, 2005, and the direction of the United States Court of Appeals for the Second Circuit in its decision on appeal on October 20, 2011, 665 F.3d 408 (2011).

May\_\_, 2013

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Clerk of Court

## **EXHIBIT D**

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF NEW YORK**

**(PROPOSED) AMENDED JUDGMENT IN A CIVIL CASE**

---

**ONEIDA INDIAN NATION,**

**Plaintiff,**

**v.**

**ONEIDA COUNTY, NEW YORK**

**Defendant.**

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**Case No.  
6:05-cv-0945 (DNH/GJD)**

- ☐ **Jury Verdict.** This action came before the Court for trial by jury. The issues have been tried and the jury has rendered its verdict.
- ☒ **Decision by Court.** This action came to trial or hearing before the Court. The issues have been tried or heard and a decision has been rendered.

**IT IS ORDERED AND ADJUDGED THAT:**

1. The judgment previously entered in this action on June 2, 2006, and the amended judgment previously entered on November 2, 2006, including the permanent injunctions contained therein, are vacated;
2. The Oneida Nation's motion for summary judgment is granted in part and denied in part;
3. Oneida County's cross-motion for summary judgment is granted in part and denied in part;
4. Based on the terms of the Oneida Nation's waiver of sovereign immunity to property tax foreclosure with respect to reacquired lands, which was submitted to the United States Supreme Court in connection with this action and which is irrevocable, and on the Oneida Nation's representation to the Second Circuit that it would not assert the Nonintercourse Act, 25 U.S.C. § 177, as a bar to foreclosure with respect to such lands, the Oneida Nation's claims with respect to tribal sovereign immunity and the Nonintercourse Act are dismissed with prejudice;
5. The Oneida Nation's claims challenging the timing of Oneida County's redemption notices on due process grounds are dismissed with prejudice;

6. Because of the availability of a state court forum for resolution of the Oneida Nation's claims that it is entitled under New York law to exemptions from state and local property taxes, and also on the pendency of state court litigation, the Court declines to exercise supplemental jurisdiction over those claims and dismisses them without prejudice to their being brought in state court or adjudicated in existing state court proceedings;
7. It is declared that the Oneida Nation is not liable by or through any assessment, collection, foreclosure, tax sale, elimination of redemption rights or transfer of title or property that is based in whole or in part on the Oneida Nation's non-payment of penalties or interest imposed because of the Nation's non-payment of real property taxes prior to March 29, 2005 or because of the non-payment of penalties and interest based on tax non-payment prior to March 29, 2005; and that any of the foregoing tax collection or enforcement steps that were based in whole or in part on non-payment of such penalties and interest prior to March 29, 2005 were void;
8. Oneida County's motion for abstention is denied; the motion by the Stockbridge-Munsee Band of Mohican Indians to intervene is denied; and Oneida County's declaratory counterclaims are dismissed with prejudice; and
9. It is declared that the Oneida Nation's reservation was not disestablished.

All in accordance with the Orders of the Honorable David N. Hurd, United States District Judge, dated June 2, 2006 and November 2, 2006, and the direction of the United States Court of Appeals for the Second Circuit in its decision on appeal on October 20, 2011, 665 F.3d 408 (2011).

May \_\_, 2013

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Clerk of Court

## **EXHIBIT E**

**STATE OF NEW YORK  
SUPREME COURT                      COUNTY OF MADISON**

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**In the Matter of Foreclosure of Tax Liens by Action  
In Rem Pursuant to Article Eleven of the Real Property  
Tax Law**

**STIPULATION**

by

**Index No. 03-999**

**THE COUNTY OF MADISON**

---

The Oneida Nation of New York, and the County of Madison, by their respective counsel and pursuant to CPLR § 3217, hereby stipulate and agree to the dismissal of this action with regard to the ninety-eight (98) Nation-owned tax parcels listed in paragraph 1 of the Nation's Verified Answer filed in this action.

1. The Nation and Madison County have entered into an agreement resolving certain disputes between them, including disputes concerning real property taxation of Oneida Indian Nation-owned real property within the County.
2. As a result of the Agreement between the Oneida Indian Nation and Madison County, this action is moot.
3. The complaint, therefore, must be dismissed.
4. Each party shall bear its own costs.

Dated: \_\_\_\_\_, 2013

Respectfully submitted,

Signature Blocks for the Parties' Counsel

## **EXHIBIT F**



At a Motion Term of the Supreme Court  
of the State of New York, held in and for  
the County of Madison, at the Madison  
County Courthouse, Wampsville, New York  
on the \_\_\_\_\_ day of \_\_\_\_\_, 2013

**STATE OF NEW YORK**  
**SUPREME COURT      COUNTY OF MADISON**

In the Matters of the

ONEIDA INDIAN NATION OF NEW YORK,

**STIPULATION AND ORDER**

Petitioner/Plaintiff,

-VS-

TANYA M. PIFER, as Assessor of the TOWN OF  
LENOX, et al.,

Index No. 05-1532  
RLI No. 05-0297-M

TANYA M. PIFER, as Assessor of the TOWN OF  
STOCKBRIDGE, et al.

Index No. 05-1534  
RLI No. 05-0295-M

TANYA M. PIFER, as Assessor of the TOWN OF  
LINCOLN, et al.,

Index No. 05-1535  
RLI No. 05-0294-M

RAYMOND A. MANN, as Assessor of the TOWN  
OF SULLIVAN, et al.,

Index No. 05-1536  
RLI No. 05-0293-M

PRISCILLA J. SUITS, as Assessor of the TOWN OF  
FENNER, et al.,

Index No. 05-1537  
RLI No. 05-0292-M

RHONDA M. WEIGAND, as Assessor of the TOWN  
OF SMITHFIELD, et al., and

Index No. 05-1538  
RLI No. 05-0291-M

TANYA M. PIFER, as Assessor of the TOWN ON  
LINCOLN, et al.

Index No. 05-1606  
RLI No. 05-0323-M

Respondents/Defendants

**STIPULATION**

Petitioner Oneida Indian Nation of New York (the "Nation") by its undersigned counsel, and the County of Madison (the "County") by its undersigned counsel, hereby stipulate and agree as follows:

1. As a result of an agreement entered into by the State of New York and the County of Madison on the \_\_\_\_ day of \_\_\_\_, 2013, the Oneida Nation is not liable for any past, present or future property tax with regard to any of the properties involved in these actions;
2. All of the claims for relief in this action are, therefore, moot;
3. The actions must be dismissed;
4. Each party shall bear its own costs and expenses.

Dated: June \_\_\_\_, 2013

Respectfully submitted,

---

Peter D. Carmen, Esq.  
Meghan Murphy Beakman, Esq.  
Oneida Nation Legal Department  
Oneida Nation of New York  
5218 Patrick Road  
Verona, NY 13478  
(315) 361-8687

Attorneys for Oneida Indian Nation of New York

and

---

David M. Schraver, Esq.  
Nixon Peabody, LLP  
Clinton Square  
P.O. Box 31050  
Rochester, NY 14603  
(585) 263-1000

Attorneys for Madison County

SO ORDERED:

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Hon.  
Justice of the Supreme Court

Dated: June \_\_\_\_, 2013  
Rome, New York

At a Motion Term of the Supreme Court  
Of the State of New York, held in and for  
the County of Oneida, at the Oneida  
County Courthouse, Rome, New York on  
the \_\_\_\_\_ day of \_\_\_\_\_, 2013

**PRESENT: HON.**  
**Supreme Court Justice, Presiding**

STATE OF NEW YORK  
SUPREME COURT COUNTY OF ONEIDA

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In the Matters of the

ONEIDA INDIAN NATION OF NEW YORK,  
  
Petitioner/Plaintiff,

STIPULATION  
& ORDER

-VS-

FRANK LAGUZZA, CARL PERKINS and KEITH PITMAN,  
as Assessors of the TOWN OF VERNON, ET AL.,

Index No.  
CA2005-1543

RJI No.  
32-05-0740

FRANK LAGUZZA, CARL PERKINS and KEITH PITMAN,  
as Assessors of the TOWN OF VERNON, ET AL.,

Index No.  
CA2005-1544

RJI No.  
32-05-0741

DEAN F. BURTH, as Assessor of the TOWN OF VIENNA,  
ET AL.,

Index No.  
CA2005-1545

RJI No.  
32-05-0754

MAURICE WARNER, as Assessor of the TOWN OF  
VERONA, ET AL.,

Index No.  
CA2005-1546

RJI No.  
32-05-0759

KEITH PITMAN, as Assessor of the CITY OF  
SHERRILL, ET AL.,

Index No.  
CA2005-1547

RJI No.  
32-05-0761

AGNES M. WINN, as Assessor of the TOWN OF  
AUGUSTA, ET AL.,

Index No.  
CA2005-1548

RJI No.  
32-0509760

MAURICE WARNER, as Assessor of the TOWN OF  
VERONA, ET AL.,

Index No.  
CA2005-1549

Respondents/Defendants.

For a Judgment pursuant to Article 7 of the Real Property  
Tax Law and Article 78 and Section 2001 of the Civil  
Practice Law and Rules.

RJI No.  
32-05-0738

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### STIPULATION

Petitioner Oneida Indian Nation of New York (the "Nation") by its undersigned counsel, and the County of Oneida (the "County") by its undersigned counsel, hereby stipulate and agree as follows:

1. As a result of an agreement entered into by the State of New York and the County of Oneida on the \_\_\_\_ day of \_\_\_\_, 2013, the Oneida Nation is not liable for any past, present or future property tax with regard to any of the properties involved in these actions;
2. All of the claims for relief in this action are therefore moot;
3. These actions must, therefore, be dismissed;
4. Each party shall bear its own costs and expenses.

Dated: May \_\_\_\_\_, 2013

Respectfully submitted,

---

Peter D. Carmen, Esq.  
Meghan Murphy Beakman, Esq.  
Oneida Nation Legal Department  
Oneida Nation of New York  
5218 Patrick Road  
Verona, NY 13478  
(315) 361-8687

Attorneys for Oneida Indian Nation of New  
York

and

---

David M. Schraever, Esq.  
Nixon Peabody, LLP  
Clinton Square  
P.O. Box 31050  
Rochester, NY 14603  
(585) 263-1000

Attorneys for Oneida County

SO ORDERED:

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Hon.  
Justice of the Supreme Court

Dated: May \_\_\_\_\_, 2013  
Rome, New York

## **EXHIBIT G**

## **ONEIDA COUNTY-ONEIDA NATION SPECIAL DEPUTIZATION AGREEMENT**

WHEREAS the County of Oneida, New York ("the County") and the Oneida Nation of New York ("the Nation") are interested in assuring public safety through law enforcement that serves the needs of their respective County residents and Nation members;

WHEREAS the Nation has or may come into possession of land that is held by the Nation through fee ownership, some of which the Secretary of the Interior has agreed or may in the future agree to hold in trust in the name of the United States for the benefit of the Nation pursuant to federal law;

WHEREAS the Nation's land includes the land upon which the Turning Stone Resort & Casino is built, a facility used by tens of thousands of County residents and visitors to the County and at which thousands of Central New York residents are employed;

WHEREAS the Nation by Ordinance has established a Police force comprised of well-trained, highly-qualified personnel;

WHEREAS the Nation Police Department for years has had a productive history of cooperative law enforcement with the Oneida County Sheriff's Office; and

WHEREAS it is in the public interest for the Nation Police to enforce the laws of New York in appropriate circumstances, and thereby to protect and assure public safety;



NOW, THEREFORE, Oneida County, through the Oneida County Sherriff's Office and the Oneida Nation Police Department agree as follows in order to bolster public safety, eliminate any uncertainty about the authority of the Nation Police Department and increase the availability of trained police officers at no expense to the taxpayers:

1. For the purpose of special deputization under this agreement, the "geographic area of employment," as that term is used in the New York Criminal Procedure Law (hereinafter "CPL"), of the Nation Police shall be land that is possessed by the Nation as a result of fee ownership and land held in trust for the Nation by the United States. This area includes but is not limited to Turning Stone Resort & Casino.

2. The Oneida County Sheriff will provide a letter specially deputizing qualified officers of the Nation Police upon a request in writing from the Nation's Chief of Police. Said special deputization shall be limited to the "geographic area of employment" of the Nation Police, as defined hereinabove. A qualified officer is an officer currently certified by the New York State Division of Criminal Justice Services ("DCJS") as a police officer. For the purposes of this Agreement, a specially deputized officer shall be a police officer as that term is defined in CPL § 1.20(34)(b).

3. Nation Police officers acting pursuant to their deputization under this agreement shall act within the requirements of CPL § 140.10 when making arrests for violations of the laws of the State of New York.

4. Upon making an arrest, a specially deputized Nation Police Officer shall follow the procedures specified in CPL §§ 120.90 and 140.20 or shall deliver the arrested person promptly to an appropriate County law enforcement officer. Nation

Police involved in any arrest shall promptly provide all relevant information required for booking, charging, or trial and shall appear as witnesses at trial if called.

5. Nation Policed officers acting pursuant to their deputization under this agreement shall act within the requirements of Article 35 of the New York Penal Law when using physical force.

6. Any deputization made pursuant to this agreement shall expire upon the termination of any officer's employment by the Nation Police. The Nation shall inform the Oneida County Sheriff in writing of the termination of an officer's employment by the Nation Police as soon as reasonably possible.

7. The Oneida County Sheriff may terminate the deputization of one or more officer of the Nation Police for good cause, including failure to maintain their certification by DCJS as a police officer, incompetence or misconduct of the officer. The Oneida County Sheriff shall inform the Nation in writing of the termination of the deputization of an officer as soon as reasonably possible.

8. The Sheriff shall designate a liaison from the Sheriff's Office to coordinate with the chief law enforcement officer of the Nation Police, to ensure appropriate procedural protocols are implemented within the Nation Police Department's operations that are conducive to the Sheriff supporting and preserving deputization of the Nation Police.

9. Specially deputized Nation Police Officers shall not hold themselves out as, or claim to be employees of the County of Oneida or the Oneida County Sheriff. Nothing in this agreement shall operate or be construed to make either the County of Oneida or the Oneida County Sheriff responsible for providing or bearing

the expense of providing any employment benefit, right, privilege or entitlement to specially deputized Nation Police Officers, including but not limited to worker's compensation, line of duty injury benefits and personal liability protection, unemployment insurance benefits, Social Security coverage or retirement membership credit.

10. Nothing contained in this agreement shall operate to exclude any federal, state, local or Nation law enforcement agency from exercising its lawful and proper jurisdiction at any place or time. Both the Oneida County Sheriff and the Oneida Nation Police shall be free to request assistance from or provide assistance to any other federal, state or local law enforcement agency at any place or time.

11. The Nation agrees to defend, indemnify and hold harmless Oneida County and the Oneida County Sheriff in the event and to the extent that any claim, action or lawsuit is brought against either of them, or any of their officers, deputies, agents, servants or employees, if such claim, action or lawsuit arises out of the act or omission of any member of the Nation Police specially deputized hereunder, but there shall be no such defense or indemnity to the extent that any such claim, action or lawsuit arises out of the negligent, intentional or otherwise wrongful or actionable act or omission of the County of Oneida, the Oneida County Sheriff, or any of their officers, deputies, agents, servants or employees.

12. The Nation agrees to waive its sovereign immunity, but only as explicitly described and limited herein, as to any arbitration by the County or the Oneida County Sheriff in his official capacity to specifically enforce this agreement or their rights to defense or indemnity under this agreement, and as to any monetary claim but

only to the extent of the insurance coverage required under this agreement, beyond which there is no waiver of sovereign immunity. The Nation further waives its immunity to an action in the United States District Court for the Northern District of New York to enforce any arbitration award made under the arbitration provisions in this agreement. The Nation expressly does not waive sovereign immunity as against any dispute other than a dispute arising under this agreement or as against any other persons or entities other than the County of Oneida and the Oneida County Sheriff. As to all other persons or entities and all other claims, the Nation expressly reserves its sovereign immunity.

13. The Nation agrees to provide the Oneida County Attorney with proof of liability insurance coverage, satisfactory to the Oneida County Attorney, wherein Oneida County and the Oneida County Sheriff are named as additional insureds for the purpose of protecting the insureds against liability on claims, actions and lawsuits for personal injuries or death, property damage and civil rights deprivations arising out of the acts or omissions of Nation Police Officer, and to provide that such coverage shall not be terminated without prior written notice to the County of Oneida and the Oneida County Sheriff of at least fifteen (15) days prior to said termination.

Specific Insurance minimum requirements shall consist of the following:

Commercial General Liability:	\$1,000,000.00
Commercial Automobile Liability:	\$1,000,000.00
Law Enforcement Liability:	\$1,000,000.00
Excess/Umbrella Liability:	\$10,000,000.00

All policies shall be written on an occurrence basis, shall include a waiver of subrogation and shall be subject to no deductible, self-insured retention or other form of

risk retention. If any policy is subject to a deductible or self-insured retention, the Nation shall be responsible for payment of any self-insured retention or deductible on any claim made with respect to those policies.

14. With the exception stated in the last sentence of this paragraph, all disputes related to the subject matter of this Agreement shall be subject to mandatory arbitration by a panel of three arbitrators who shall follow the Commercial Arbitration Rules of the American Arbitration Association. The Nation shall select one arbitrator; Oneida County/the Oneida County Sherriff shall select another arbitrator; and the two arbitrators shall select the third arbitrator by agreement. Pursuant to the settlement agreement and stipulation and order of dismissal in *State of New York v. Salazar*, No. 6:08-cv-644 (LEK), the United States District Court of the Northern District of New York ("the District Court") shall have sole jurisdiction to compel arbitration and to enforce arbitration awards relating to this agreement or to its subject matter. Prior to commencing an arbitration proceeding, the parties agree to attempt to resolve the dispute through mediation, pursuant to the mediation procedure and timelines set forth in the above-referenced settlement agreement. This Agreement may be terminated only by the mutual agreement of the parties, expressed in a writing signed by the parties. However, the defense and indemnification obligations relating to acts or omissions prior to termination of the agreement shall survive such termination.

15. Nothing in this agreement creates any third-party beneficiaries or third-party rights.

16. This agreement may be executed in counterparts.

17. This is a fully integrated agreement containing all the parties' agreements. It may not be modified except in a writing signed by the party to be charged.

**ENTERED INTO:** May \_\_, 2013.

**Oneida Nation Police Department**

**Oneida County Sheriff's Office**

\_\_\_\_\_  
Joseph Smith  
Chief of Police

\_\_\_\_\_  
Robert M. Maciol  
Sheriff

**Approved:** May \_\_, 2013

**Oneida Nation of New York**

**Oneida County, New York**

\_\_\_\_\_  
Ray Halbritter  
Nation Representative

\_\_\_\_\_  
Antony J. Picente, Jr.  
County Executive

## **EXHIBIT H**

### Games, Procedures and Specifications

**1. Most favored nation games.** The Nation and the State agree that the following games and associated specifications for operation and/or management and oversight and regulation are subject to the Oneida Compact most favored nation clause:

<u>Game</u>	<u>Compact Origination</u>
Blackjack Switch	Mohawk, Seneca
Casino War	Seneca
Four Card Poker	Mohawk, Seneca
Mississippi Stud	Mohawk, Seneca
Multiple Action Blackjack	Seneca
Pai Gow Tiles	Seneca
Sic Bo	Mohawk, Seneca
Spanish Blackjack	Mohawk, Seneca
Texas Hold'em Bonus Poker	Mohawk, Seneca
Three Card Poker	Mohawk, Seneca

The Nation and the State shall in good faith endeavor to promptly undertake the ministerial changes necessary to conform the language of such aforementioned games and specifications for operation and/or management and oversight and regulation to the Oneida Compact language.

**2. Machine gaming.** The Nation and the State agree that the following games and associated specifications for operation and/or management and oversight or regulation shall be amended to the Oneida Compact using the specifications for operation and/or management and oversight and regulation, as applicable, found in other gaming compacts below:

<u>Game</u>	<u>Compact Origination</u>
Gaming Devices	Seneca
Slot Machines	Mohawk

The Nation and the State shall in good faith endeavor to promptly undertake the changes necessary to conform the language of such aforementioned games and specification to the Oneida Compact language while incorporating the appropriate aspects of the Agreement.

**3. Additional game specification changes.**

Section 8 of Appendix A is hereby amended by re-lettering existing paragraph (o) to (r) and inserting the following new paragraphs (o), (p), and (q):



(o) Drawing of additional cards by players and the dealer.

- (1) A player may elect to draw additional cards whenever his or her point count total is less than 21 except that:
  - (i) A player having blackjack or a hard or soft total of 21 may not draw additional cards;
  - (ii) A player electing to double down shall draw one and only one additional card; and
  - (iii) A player splitting aces shall only have one card dealt to each ace and may not elect to receive additional cards.
- (2) Except as provided in paragraph 8 (0)(3) above, a dealer shall draw additional cards to his or her hand in accordance with one of the following options:
  - (i) The dealer shall draw additional cards until he or she has a hard or soft total of 17, 18, 19, 20 or 21; or
  - (ii) The dealer shall draw additional cards until he or she has:
    1. A hard total of 17, 18, 19, 20 or 21, or
    2. A soft total of 18, 19, 20 or 21.
- (3) If blackjack is dealt from the hand, the Nation gaming operation may, at its option, require the dealer to draw additional cards to the dealer's hand until the dealer has a hard total of 17 or a hard or soft total of 18, 19, 20 or 21, at which point no additional cards shall be drawn by the dealer. The Nation gaming operation shall make any such election on its rules of the games checklist.

(p) House Money wager.

- (1) The Nation gaming operation may, at its discretion, offer a player at a blackjack table the option to make an additional House Money wager. The House Money wager of a player shall win if either of the player's initial (first) two cards are:
  - (i) Ace-King Suited;
  - (ii) Straight Flush;
  - (iii) Pair; or

(iv) Straight.

Players may immediately collect his or her winnings or he or she may apply them to his or her standard blackjack bet. A winning House Money wager shall be paid in accordance with paragraph 8 (p)(6) below.

- (2) A House Money wager shall have no bearing on any other wager made by a player at the game of blackjack.
- (3) Prior to the first card being dealt for each round of play, a player who has placed the basic wager pursuant to paragraph 8(f) may make a House Money wager. The minimum and maximum House Money wagers permitted by the Nation gaming operation shall be posted in accordance with paragraph 8(o).
- (4) A House Money wager shall be made by placing gaming chips, plaques or, if applicable, a match play coupon on the appropriate area of the blackjack layout, except that a verbal wager accompanied by cash may be accepted provided that it is confirmed by the dealer and casino supervisor at the table prior to the first card being dealt to any player, and that such cash is expeditiously converted into gaming chips or plaques.
- (5) Immediately after the second card is dealt to each player, and prior to any additional cards being dealt to any player at the table all losing House Money wagers shall be collected by the dealer. If the dealer has an Ace or a 10 value showing, he'll check for blackjack before paying winning House Money wagers. If the dealer has blackjack, the winning House Money bets will be paid in accordance with paragraph 8(p)(6) below, but the players will not have the option of adding their House Money side bet winnings to their standard blackjack wagers. If the dealer doesn't have blackjack, the dealer will work clockwise from his left to his right. He will pay the House Money wagers and then he will ask players if they want the proceeds (the win plus the original House Money wager) given to them or added to their standard blackjack wagers. Players may elect to add none or any percentage up to 100% of the House Money proceeds. Once all House Money wagers have been resolved the dealer will follow standard blackjack rules in accordance with this section.
- (6) All winning House Money wagers shall be paid at no less than the following odds for each card that matches the dealer's initial card:

<u>Multi-deck Payout Odds</u>	
Ace-King Suited	9 to 1
Straight Flush	4 to 1

Pair	3 to 1
Straight	1 to 1

<u>Single-deck Payout Odds</u>	
Ace-King Suited	9 to 1
Straight Flush	5 to 1
Pair	3 to 1
Straight	1 to 1

- (7) The House Money wager shall not be offered at a blackjack table that offers an optional bonus wager.
- (q) Match-the-dealer wager.
- (1) The Nation gaming operation may, at its discretion, offer all players at a blackjack table the option to make an additional match-the-dealer wager. The match-the-dealer wager of a player shall win if either of the player's initial two cards matches the dealer's initial card. For purposes of the match-the-dealer wager, any card with a face value of 10 or a point value of 10 (jack, queen, king) shall only match a card of identical ascription without regard to value.
- (i) A winning match-the-dealer wager shall be paid in accordance with paragraph 8(r)(6) below.
- (ii) If both of the initial cards dealt to a player match the dealer's initial card, the player shall be paid for each card.
- (2) A match-the-dealer wager shall have no bearing on any other wager made by a player at the game of blackjack.
- (3) Prior to the first card being dealt for each round of play, a player who has placed the basic wager required by paragraph 8(f) above may make a match-the-dealer wager. The minimum and maximum match-the-dealer wagers permitted by the Nation gaming operation shall be posted in accordance with paragraph 8(o) above.
- (4) A match-the-dealer wager shall be made by placing gaming chips, plaques or, if applicable, a match play coupon on the appropriate area of the blackjack layout, except that an oral wager accompanied by cash may be accepted provided that it is confirmed by the dealer and supervisor at the table prior to the first card being dealt to any player, and that such cash is expeditiously converted into gaming chips or plaques.

- (5) Immediately after the second card is dealt to each player, and prior to any additional cards being dealt to any player at the table or the dealer and before any card reader device is utilized, all losing match-the-dealer wagers shall be collected by the dealer, and then all winning match the dealer wagers shall be paid in accordance with paragraph 8(q)(6) below.
- (6) All winning match-the-dealer wagers shall be paid at no less than the following odds for each card that matches the dealer's initial card:

Six-deck blackjack	
Non-Matching Suit	4 to 1
Matching Suit	11 to 1

Eight-deck blackjack	
Non-Matching Suit	3 to 1
Matching Suit	14 to 1

- (7) The match-the-dealer wager shall not be offered at a blackjack table that offers an optional bonus wager.

**Section 12 of Appendix A is hereby amended by re-lettering existing paragraph (e) to (f) and inserting the following new paragraph as (e):**

(e) Additional procedures and rules for the fire bet.

- (1) Definition. A "Fire bet" is a wager that may only be made prior to the come out roll of a new shooter, which wager shall win if at least four different (unique) point totals (either 4, 5, 6, 8, 9 or 10) are made by the shooter before a loser 7 is thrown, and shall lose if fewer than four different (unique) point totals are made before a loser 7 is thrown. Once made, a fire bet shall not be reduced or increased at any time, and shall not be removed prior to the throwing of a loser 7.
- (2) If the Nation gaming operation elects to offer the fire bet in the game of craps, the following additional procedures shall be observed:
- i. Each player shall, prior to a new shooter's initial come out roll, place his or her fire bet on the numbered designated area for the placement of fire bets that is closest to his or her position at the craps table.

- ii. Whenever there is a voluntary or compulsory surrender of the dice by a shooter pursuant to paragraph 12 (c)(5) prior to the throwing of a loser 7, any pending fire bet shall be settled upon the successor shooter throwing a loser 7.
  - iii. Once all fire bets are placed, the dealer shall bring in each fire bet in numerical order and place it on the corresponding number of the designated area in front of the boxperson, where such bets shall remain until they are either lost or paid.
  - iv. With each individual point made by a shooter, the dealer shall place a fire bet point marker inscribed with the total number of different (unique) points made by the shooter in the area of the table layout containing the number of the point (4, 5, 6, 8, 9 or 10) which was just made. Each fire bet point marker shall be visually distinguishable from and have a diameter larger than any authorized gaming chip. Fire bet point markers shall be maintained by games personnel at the craps table.
  - v. Fire bets shall be collected or paid, as applicable, upon a shooter throwing a loser 7.
  - vi. Once four different (unique) points are made, the surveillance department shall be notified for the purpose of confirming all fire bets and payouts.
- (3) If the Nation gaming operation elects to offer the fire bet in the game of craps, the following additional rules shall apply:
- i. The minimum wager shall be \$1.00 and the maximum wager shall be \$5.00 and all wagers shall be made in increments of one dollar.
  - ii. When a shooter makes the same point total more than once, the total number of different (unique) points made for purposes of settling a fire bet shall not increment.
  - iii. The four or more different (unique) points required to win a fire bet are not required to be made in any specific order or combination.
- (4) A winning fire bet shall be paid once for the highest number of different (unique) points made and at no less than the odds set forth in one of pay tables below pre-selected and posted by the Nation gaming operation:

Individual Points Made	Table A	Table B
Four	24 to 1	39 to 1

Five	249 to 1	199 to 1
Six	999 to 1	499 to 1

**Paragraphs (d) and (e) of Section 18 of Appendix A are hereby amended to read as follows:**

- (d) Payoff Odds. Payoff odds shall be determined by the Nation gaming operation, although a minimum of forty-five percent (45%) of the total gross sales will be returned as prizes to the winning player(s). Such odds shall be printed in the brochures available at each location where tickets are sold.
- (e) Minimum Wagers and Maximum Wagers. The Nation gaming operation shall determine the minimum wagers and maximum wagers. The amounts of such wagers shall be conspicuously posted in brochures available at each location where tickets are sold.

**Section 20 (Mini-Baccarat) of Appendix A is hereby amended by re-lettering existing paragraph (h) to (i) and adding a new paragraph (h) to read as follows:**

- (h) Dragon Bonus Wager.
- (1) The Nation gaming operation may, in its discretion, offer each player at the table the opportunity to make an optional bonus wager in the game of mini-baccarat known as Dragon Bonus on either the "Player's Hand" or "Banker's Hand". The Dragon Bonus shall win when the point count difference falls within the range of 4 to 9 points.
- (2) Prior to the first card being dealt for each round of play, a player who has made a banker or player wager may make a dragon bonus wager by placing gaming chips on the designated betting area at his or her betting position. The dealer shall then announce "No more bets" and deal the hand to all players in accordance with the standard rules of paragraph 20 (f).
- (3) A player who has made a winning dragon bonus wager shall be paid in accordance with one of the following paytables pre-selected and posted by the Nation gaming operation:

PAYTABLE A		PAYTABLE B		PAYTABLE C	
Win by 9 points*	30 to 1	Win by 9 points*	20 to 1	Win by 9 points*	30 to 1
Win by 8 points*	10 to 1	Win by 8 points*	8 to 1	Win by 8 points*	10 to 1
Win by 7 points*	6 to 1	Win by 7 points*	7 to 1	Win by 6-7 points*	4 to 1
Win by 6 points*	4 to 1	Win by 6 points*	4 to 1	Win by 4-5 points*	2 to 1
Win by 5 points*	2 to 1	Win by 5 points*	3 to 1	Natural winner	1 to 1
Win by 4 points *	1 to 1	Win by 4 points *	1 to 1	Natural ties	Push
Natural winner	1 to 1	Natural winner	1 to 1		
Natural ties	Push				
*Non-natural		*Non-natural		*Non-natural	

**Section 22 of Appendix A is hereby amended by new subdivisions (8), (9), (10), (11), (12) and (13) to subsection (a) to read as follows:**

- (8) "Envy bonus" shall mean an additional fixed sum payoff made to a player who placed a bonus wager of at least \$5.00 when another player at the pai gow poker table is the holder of a premium qualifying poker hand. A player is entitled to multiple envy bonuses if more than one other player is the holder of a premium qualifying poker hand; provided, however, that a player is not entitled to an envy bonus for his or her own cards or the cards of the dealer.
- (9) "Pai gow insurance wager" shall mean an optional wager as authorized by the Nation gaming operation, that the player's seven cards will form a seven card hand with a rank of ace or lower (a "pai gow"), for which a payout will be awarded pursuant to paragraph 22(i), regardless of the manner in which the player sets the high hand and the low hand and regardless of the outcome of the player's pai gow poker wager. If the Nation gaming operation offers the insurance wager, a joker shall be ranked as an ace for purposes of determining this wager.
- (10) "Premium qualifying poker hand" shall mean a five-card or seven-card poker hand with a rank of four-of-a-kind or higher formed from the seven cards dealt to a player.
- (11) "Seven-card straight flush with no joker" is a seven card hand consisting of seven cards of the same suit in consecutive ranking, with no joker being used to complete the straight flush.
- (12) "Royal flush plus royal match" is a seven card hand consisting of an ace, a king, a queen, a jack and a ten of the same suit, with or without a joker, with one of the following pre-selected by the Nation gaming operation:
  - a. An additional king and queen of a same suit; or
  - b. An additional ace and king of the same suit, without a joker (natural).
- (13) "Seven-card straight flush with joker" is a seven card hand consisting of seven cards of the same suit in consecutive ranking with a joker being used to complete the straight flush.

**Section 22 of Appendix A is hereby amended by re-lettering paragraph existing paragraph (h) to (j) and inserting the following new paragraphs (h) and (i) to read as follows:**

- (h) Pai gow insurance wager; optional bonus wager; payment of envy bonus.
  - (1) The Nation gaming operation may, in its discretion, offer to each player at a pai gow poker table the opportunity to make a pai gow insurance wager and/or a bonus wager and receive an envy bonus payment in accordance with the provisions of this paragraph.
  - (2) Any player who has made a pai gow poker wager pursuant to paragraph 22 (e) may, at the same time, make a pai gow insurance wager and/or a bonus wager by placing gaming chips in the area designated for a bonus wager at his or her betting position. A bonus wager shall be no less than \$1.00.

- (3) Any player who makes a bonus wager of at least \$5.00 shall qualify to receive an envy bonus payment. The dealer shall place an envy bonus marker immediately in front any bonus wager of \$5.00 or more.
- (4) If a pai gow insurance wager and/or a bonus wager has been made by one or more players, the dealer shall observe the procedures set forth in paragraph 22 (f) but with the following modifications.
  - i. The dealer shall, starting from the dealer's right and moving counterclockwise around the table, settle the pai gow poker wager of each player and collect any vigorish that is due; provided, however, that:
    - A. The cards of any player who has placed a bonus wager shall remain on the layout regardless of the outcome of his or her pai gow poker wager until removed in accordance with the provisions of paragraph (4)ii. or (4)iii. below; and
    - B. If any player has placed a pai gow insurance wager or a bonus wager of at least \$5.00, the cards of each player shall remain on the layout regardless of the outcome of his or her pai gow poker wager until removed in accordance with the provisions of paragraph (4)ii. or (4)iii. below.
  - ii. After settling the pai gow poker wager of a player who has placed a pai gow insurance wager or a bonus wager, the dealer shall rearrange the seven cards of the player to form the best possible hand and shall be ultimately responsible for creating such hand for purposes of the pai gow insurance wager and the bonus wager. Except for the pai gow insurance wager, a joker may be used as any card to complete any straight, flush, straight flush or royal flush other than a seven-card straight flush with no joker. If any player at the table has placed a bonus wager of at least \$5.00, the dealer shall rearrange the cards of each player at the table regardless whether that player has placed a bonus wager.
    - A. If the player does not have a qualifying poker hand or a pai gow, the dealer shall collect the bonus wager and/or pai gow insurance wager, if applicable, and place the cards of the player in the discard rack.
    - B. If the player has a qualifying poker hand or a pai gow, the dealer shall, if and as applicable, pay the winning bonus wager in accordance with paragraph 22 (i) below and/or the winning pai gow insurance wager in accordance with paragraph 22 (i) below and place the cards of the player in the discard rack.



- C. If the player has a premium qualifying poker hand, the dealer shall verbally acknowledge the premium qualifying poker hand and leave the bonus wager, if applicable, and the cards of the player face up on the table.
- iii. After all other bonus wagers and pai gow insurance wagers have been settled, the dealer shall, starting from the dealer's right and moving counterclockwise around the table, settle with each player who has an envy bonus marker at his or her betting position or who has a bonus wager and a premium qualifying poker hand.
- A. If the player has an envy bonus marker, the dealer shall pay the player the appropriate envy bonus payment set forth at paragraph 22 (i) below and collect the envy bonus marker.
  - B. If the player has a bonus wager and a premium qualifying poker hand, the dealer shall pay the winning bonus wager in accordance with paragraph 22 (i) and place the cards of the player in the discard rack.
  - C. After all envy bonuses and premium qualifying poker hands are paid, the dealer shall collect the cards of any player who had a premium qualifying poker hand but did not place a bonus wager and place the cards of the player in the discard rack.

(i) Payout odds for bonus wagers; envy bonus payments; pai gow insurance wagers.

- (1) Bonus wagers shall be paid pursuant to the following schedule:

Hand	Payout
Seven-card straight flush with no joker	8,000 to 1
Royal flush plus royal match	2,000 to 1
Seven-card straight flush with joker	1,000 to 1
Five aces	400 to 1
Royal flush	150 to 1
Straight flush	50 to 1
Four-of-a-kind	25 to 1
Full house	5 to 1
Flush	4 to 1
Three-of-a-kind	3 to 1
Straight	2 to 1

- (2) Envy bonus payments shall be paid pursuant to the following schedule:

Hand	Payout
------	--------

Seven-card straight flush with no joker	\$5,000.00
Royal flush plus royal match	\$1,000.00
Seven-card straight flush with joker	\$500.00
Five aces	\$250.00
Royal flush	\$50.00
Straight flush	\$20.00
Four-of-a-kind	\$5.00

- (3) Pai gow insurance wagers shall be paid pursuant to the payout odds set forth in one of the following pay tables pre-selected by the Nation gaming operation:

Hand	A	B	C	D	E
Nine high	400 to 1	250 to 1	100 to 1	100 to 1	100 to 1
Ten high	40 to 1	75 to 1	50 to 1	25 to 1	25 to 1
Jack high	20 to 1	25 to 1	25 to 1	15 to 1	15 to 1
Queen high	5 to 1	5 to 1	10 to 1	6 to 1	7 to 1
King high	3 to 1	3 to 1	5 to 1	5 to 1	5 to 1
Ace high	2 to 1	2 to 1	1 to 1	3 to 1	3 to 1

- (4) Notwithstanding the minimum payout odds required in paragraph (i)(1) and paragraph (i)(3) above and the fixed bonus amount required in paragraph (i)(2) above, the Nation gaming operation may establish a maximum payout amount as approved in writing by the Commission and the Board that is payable to a player for one round of play. Any maximum payout limit established by the Nation gaming operation shall apply only to payouts of pai gow poker bonus wagers and pai gow insurance wagers placed.

**Section 22 of Appendix A is hereby amended by new subdivisions (8), (9), (10), (11), (12) and (13) to subsection (a) to read as follows:**

- (8) “Envy bonus” shall mean an additional fixed sum payoff made to a player who placed a bonus wager of at least \$5.00 when another player at the pai gow poker table is the holder of a premium qualifying poker hand. A player is entitled to multiple envy bonuses if more than one other player is the holder of a premium qualifying poker hand; provided, however, that a player is not entitled to an envy bonus for his or her own cards or the cards of the dealer.
- (9) “Pai gow insurance wager” shall mean an optional wager as authorized by the Nation gaming operation, that the player’s seven cards will form a seven card hand with a rank of ace or lower (a “pai gow”), for which a payout will be awarded pursuant to paragraph 22(i), regardless of the manner in which the player sets the high hand and the low hand and regardless of the outcome of the player’s pai gow poker wager. If the Nation gaming

operation offers the insurance wager, a joker shall be ranked as an ace for purposes of determining this wager.

- (10) "Premium qualifying poker hand" shall mean a five-card or seven-card poker hand with a rank of four-of-a-kind or higher formed from the seven cards dealt to a player.
- (11) "Seven-card straight flush with no joker" is a seven card hand consisting of seven cards of the same suit in consecutive ranking, with no joker being used to complete the straight flush.
- (12) "Royal flush plus royal match" is a seven card hand consisting of an ace, a king, a queen, a jack and a ten of the same suit, with or without a joker, with one of the following pre-selected by the Nation gaming operation:
  - a. An additional king and queen of a same suit; or
  - b. An additional ace and king of the same suit, without a joker (natural).
- (13) "Seven-card straight flush with joker" is a seven card hand consisting of seven cards of the same suit in consecutive ranking with a joker being used to complete the straight flush.

**Section 22 of Appendix A is hereby amended by re-lettering paragraph existing paragraph (h) to (j) and inserting the following new paragraphs (h) and (i) to read as follows:**

- (h) Pai gow insurance wager; optional bonus wager; payment of envy bonus.
  - (1) The Nation gaming operation may, in its discretion, offer to each player at a pai gow poker table the opportunity to make a pai gow insurance wager and/or a bonus wager and receive an envy bonus payment in accordance with the provisions of this paragraph.
  - (2) Any player who has made a pai gow poker wager pursuant to paragraph 22 (e) may, at the same time, make a pai gow insurance wager and/or a bonus wager by placing gaming chips in the area designated for a bonus wager at his or her betting position. A bonus wager shall be no less than \$1.00.
  - (3) Any player who makes a bonus wager of at least \$5.00 shall qualify to receive an envy bonus payment. The dealer shall place an envy bonus marker immediately in front any bonus wager of \$5.00 or more.
  - (4) If a pai gow insurance wager and/or a bonus wager has been made by one or more players, the dealer shall observe the procedures set forth in paragraph 22 (f) but with the following modifications.

- i. The dealer shall, starting from the dealer's right and moving counterclockwise around the table, settle the pai gow poker wager of each player and collect any vigorish that is due; provided, however, that:
  - A. The cards of any player who has placed a bonus wager shall remain on the layout regardless of the outcome of his or her pai gow poker wager until removed in accordance with the provisions of paragraph (4)ii. or (4)iii. below; and
  - B. If any player has placed a pai gow insurance wager or a bonus wager of at least \$5.00, the cards of each player shall remain on the layout regardless of the outcome of his or her pai gow poker wager until removed in accordance with the provisions of paragraph (4)ii. or (4)iii. below.
- ii. After settling the pai gow poker wager of a player who has placed a pai gow insurance wager or a bonus wager, the dealer shall rearrange the seven cards of the player to form the best possible hand and shall be ultimately responsible for creating such hand for purposes of the pai gow insurance wager and the bonus wager. Except for the pai gow insurance wager, a joker may be used as any card to complete any straight, flush, straight flush or royal flush other than a seven-card straight flush with no joker. If any player at the table has placed a bonus wager of at least \$5.00, the dealer shall rearrange the cards of each player at the table regardless whether that player has placed a bonus wager.
  - A. If the player does not have a qualifying poker hand or a pai gow, the dealer shall collect the bonus wager and/or pai gow insurance wager, if applicable, and place the cards of the player in the discard rack.
  - B. If the player has a qualifying poker hand or a pai gow, the dealer shall, if and as applicable, pay the winning bonus wager in accordance with paragraph 22 (i) below and/or the winning pai gow insurance wager in accordance with paragraph 22 (i) below and place the cards of the player in the discard rack.
  - C. If the player has a premium qualifying poker hand, the dealer shall verbally acknowledge the premium qualifying poker hand and leave the bonus wager, if applicable, and the cards of the player face up on the table.

- iii. After all other bonus wagers and pai gow insurance wagers have been settled, the dealer shall, starting from the dealer's right and moving counterclockwise around the table, settle with each player who has an envy bonus marker at his or her betting position or who has a bonus wager and a premium qualifying poker hand.
  - A. If the player has an envy bonus marker, the dealer shall pay the player the appropriate envy bonus payment set forth at paragraph 22 (i) below and collect the envy bonus marker.
  - B. If the player has a bonus wager and a premium qualifying poker hand, the dealer shall pay the winning bonus wager in accordance with paragraph 22 (i) and place the cards of the player in the discard rack.
  - C. After all envy bonuses and premium qualifying poker hands are paid, the dealer shall collect the cards of any player who had a premium qualifying poker hand but did not place a bonus wager and place the cards of the player in the discard rack.

(i) Payout odds for bonus wagers; envy bonus payments; pai gow insurance wagers.

- (1) Bonus wagers shall be paid pursuant to the following schedule:

Hand	Payout
Seven-card straight flush with no joker	8,000 to 1
Royal flush plus royal match	2,000 to 1
Seven-card straight flush with joker	1,000 to 1
Five aces	400 to 1
Royal flush	150 to 1
Straight flush	50 to 1
Four-of-a-kind	25 to 1
Full house	5 to 1
Flush	4 to 1
Three-of-a-kind	3 to 1
Straight	2 to 1

- (2) Envy bonus payments shall be paid pursuant to the following schedule:

Hand	Payout
Seven-card straight flush with no joker	\$5,000.00
Royal flush plus royal match	\$1,000.00
Seven-card straight flush with joker	\$500.00

Five aces	\$250.00
Royal flush	\$50.00
Straight flush	\$20.00
Four-of-a-kind	\$5.00

- (3) Pai gow insurance wagers shall be paid pursuant to the payout odds set forth in one of the following pay tables pre-selected by the Nation gaming operation:

Hand	A	B	C	D	E
Nine high	400 to 1	250 to 1	100 to 1	100 to 1	100 to 1
Ten high	40 to 1	75 to 1	50 to 1	25 to 1	25 to 1
Jack high	20 to 1	25 to 1	25 to 1	15 to 1	15 to 1
Queen high	5 to 1	5 to 1	10 to 1	6 to 1	7 to 1
King high	3 to 1	3 to 1	5 to 1	5 to 1	5 to 1
Ace high	2 to 1	2 to 1	1 to 1	3 to 1	3 to 1

- (4) Notwithstanding the minimum payout odds required in paragraph (i)(1) and paragraph (i)(3) above and the fixed bonus amount required in paragraph (i)(2) above, the Nation gaming operation may establish a maximum payout amount as approved in writing by the Commission and the Board that is payable to a player for one round of play. Any maximum payout limit established by the Nation gaming operation shall apply only to payouts of pai gow poker bonus wagers and pai gow insurance wagers placed.

**Section 28 of Appendix A is hereby amended by re-lettering paragraph existing paragraph (f) to (g) and inserting the following new paragraph (f) to read as follows:**

(f) Three Card Bonus Wager.

- (1) Definitions. For purposes of the optional three card bonus wager, the permissible three card bonus wager hands eligible for a payout shall be:
- (i) "Mini-royal" is a hand consisting of an ace, king and queen, all of the same suit;
  - (ii) "Straight flush" is a hand, other than a mini-royal, consisting of three cards of the same suit in consecutive ranking;
  - (iii) "Flush" is a hand consisting of three cards of the same suit, not in consecutive order;
  - (iv) "Straight" is a hand consisting of three cards of consecutive rank; provided, however, that an ace may not be combined with a king and a two;
  - (v) "Three-of-a-kind" is a hand consisting of three cards of the same rank; and

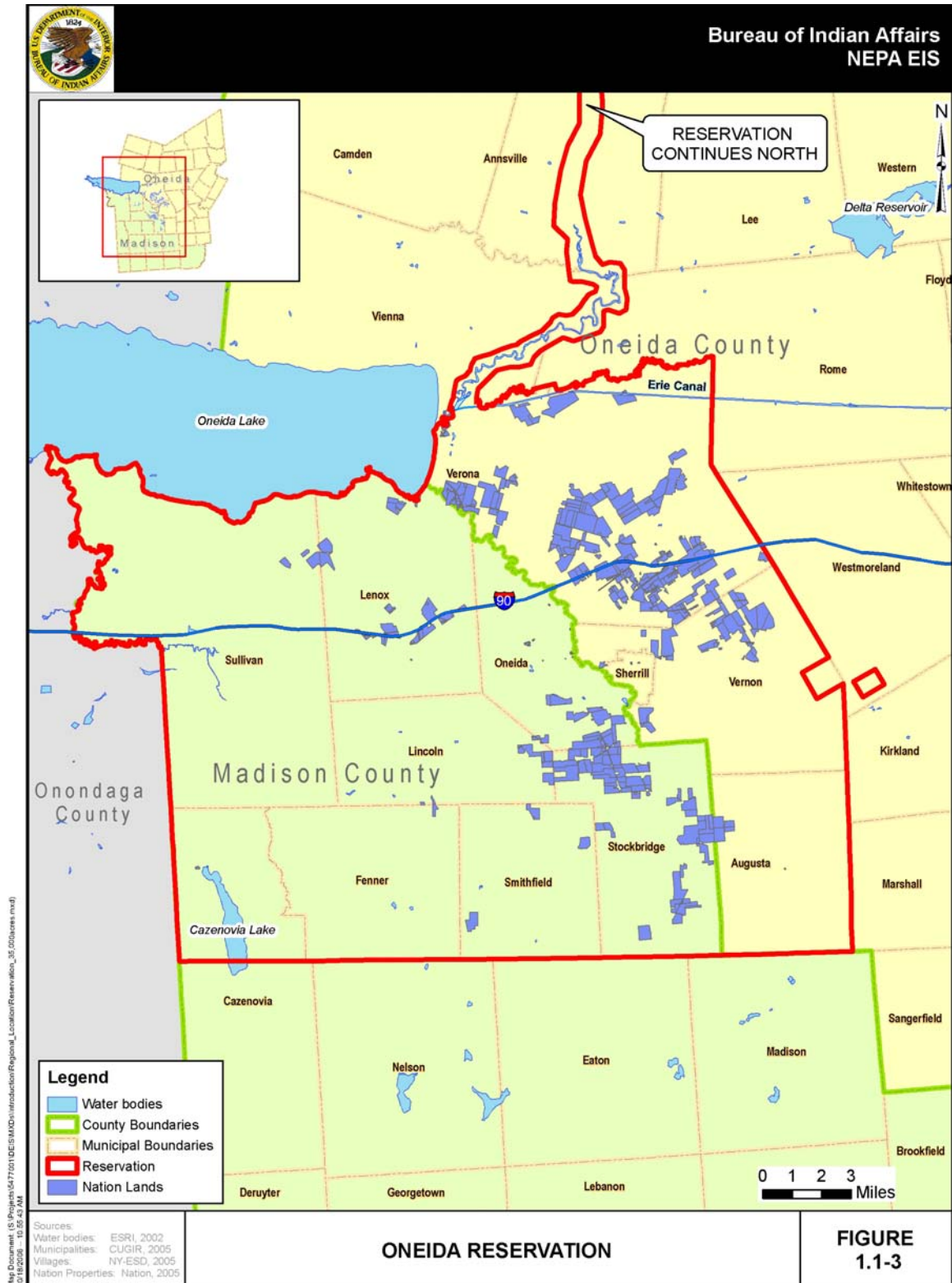
- (vi) "Pair" is a hand consisting of two cards of the same rank.
- (2) The Play.
- (i) The Nation gaming operation may, in its discretion, offer to each player at a Let It Ride table the option to make an additional "three card bonus wager" that the three cards dealt to the player will have a rank of pair or better.
- (ii) Prior to the dealer announcing "no more bets," each player who has placed the three wagers required by paragraph 28(c)(1) may make an additional three card bonus wager by placing a wager on the approved wagering area designated for that wager.
- (iii) All winning three card bonus wagers shall be paid in accordance with the payout table in paragraph (f)(4) below, pre-selected by the Nation gaming operation.
- (3) A three card bonus wager shall have no bearing on any other wager made by a player at the game of Let It Ride.
- (4) Payout table. The Nation gaming operation shall pay off each winning three card bonus wager at no less than the odds set forth in one alternative pay table below, as pre-selected by the Nation gaming operation:

Hand	A	B	C	D	E	F
Mini-royal	N/A	N/A	N/A	50 to 1	50 to 1	50 to 1
Straight flush	40 to 1	40 to 1	40 to 1	40 to 1	40 to 1	40 to 1
Three-of-a-kind	30 to 1	30 to 1	30 to 1	30 to 1	30 to 1	30 to 1
Straight	6 to 1	5 to 1	6 to 1	6 to 1	5 to 1	6 to 1
Flush	4 to 1	4 to 1	3 to 1	4 to 1	4 to 1	3 to 1
Pair	1 to 1	1 to 1	1 to 1	1 to 1	1 to 1	1 to 1

## **EXHIBIT I**



Section 1  
Purpose and Need for the Proposed Action



## **EXHIBIT J**

# Quarterly Report of Brands Sold in the Oneida Indian Nation OIN-1

Legal name and address of manufacturer	Date	Federal employer identification number (EIN) TTB license #
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The following is a list and quantity of brands manufactured by the above manufacturer, and purchased by the Oneida Indian Nation for consumption in the Oneida Indian Nation, on which the Oneida Nation tribal cigarette stamps were affixed for the period \_\_\_\_\_, 20\_\_\_\_, through \_\_\_\_\_, 20\_\_\_\_

Name and address of Agent for legal service in New York:

**Report the total quantity of brands sold to all purchasers below.**

Complete brand name(s)*	RYO*	New *	Quantity of cigarettes (sticks) sold during quarter

\*Be sure to complete brand name(s) of the cigarettes or RYO tobacco listed, including the following (attach additional sheets if necessary):

- filtered or unfiltered
- descriptive information (such as menthol or slim)
- size (such as regular, king, 100's, etc.)
- if brand name is an RYO, mark an X in the RYO Box
- if brand name is a new brand of cigarettes sold in the OIN, mark an X in the box
- other information as necessary to identify the product

## Oneida Indian Nation Quarterly Report of Bulk Sales

OIN-2

The following is a list and quantity of brands, by manufacturer, sold for consumption in the Oneida Indian Nation

for the period \_\_\_\_\_, 20\_\_\_\_, through \_\_\_\_\_, 20\_\_\_\_

Report any sales in excess of 4 cartons of cigarettes to one purchaser below.

Name and address of purchaser	Date sold	Name and address of manufacturer	Complete brand name(s)*	RYO*	New*	Quantity of cigarettes (sticks) sold

\*Be sure to complete brand name(s) of the cigarettes or RYO tobacco listed, including the following (attach additional sheets if necessary):

- filtered or unfiltered
- descriptive information (such as menthol or slim)
- size (such as regular, king, 100's, etc.)
- if brand name is an RYO, mark an X in the RYO Box
- if brand name is a new brand of cigarettes sold in the OIN, mark an X in the box
- other information as necessary to identify the product