

APPENDIX B

WASTEWATER SERVICE AGREEMENT BY AND BETWEEN TOWN OF VERONA  
AND THE ONEIDA INDIAN NATION

RECLAIMED WATER AGREEMENT BETWEEN THE ONEIDA INDIAN NATION  
AND THE CITY OF ONEIDA

INTERCOMMUNITY WASTEWATER AGREEMENT BY AND BETWEEN  
CITY OF ONEIDA, MADISON COUNTY, NEW YORK AND  
TOWN OF VERONA, ONEIDA COUNTY, NEW YORK

AGREEMENT BETWEEN THE ONEIDA INDIAN NATION AND THE  
TOWN OF VERONA FOR THE CREATION OF SEWER AND WATER DISTRICTS

POTABLE WATER AND WASTEWATER UTILITIES ON NATION LANDS

**WASTEWATER SERVICE AGREEMENT****BY AND BETWEEN****TOWN OF VERONA****AND****THE ONEIDA INDIAN NATION**

**THIS WASTEWATER SERVICE AGREEMENT** ("Agreement") is entered into this 21<sup>st</sup> day of November 2003 by and between the Town of Verona, a municipal corporation acting on behalf of itself, the Route 365 Sewer District and any other sewer districts it may establish ("Town") and the Oneida Indian Nation, a sovereign Indian Nation, ("Nation").

**WHEREAS**, the Town and the City of Oneida ("City") have entered into an Intercommunity Wastewater Service Agreement dated November 16, 2003 ("Intercommunity Agreement") for expansion of the City's wastewater treatment plant ("Phase I Improvements"), for acceptance by the City of additional flows of wastewater from the Town and the Nation, and for structuring the rates and charges for service, and

**WHEREAS**, the Intercommunity Agreement reflects the City and Town's reliance upon the Nation for certain funding for the Phase I Expansion, and

**WHEREAS**, the Nation and Town expect to generate the additional wastewater flows and loads reflected in the Intercommunity Agreement,

**NOW THEREFORE**, in consideration of the mutual covenants, conditions, and representations contained herein, together with such other good and valuable consideration, the receipt of which is hereby acknowledged, the Town and the Nation agree as follows:

**ARTICLE 1**  
**INFRASTRUCTURE**

1.1 The Town, at no cost to the Nation, shall continue to obtain all approvals, operate, repair and maintain all infrastructures required for the collection of wastewater between the point of connection to the City wastewater system and the point of connection to the Nation's wastewater system. The Town's infrastructure shall meet all applicable federal, state and municipal standards and regulations. The Town shall pay all applicable assessments, taxes or such other charges that shall be attributable to its infrastructure.

1.2 It is anticipated by the Town and Nation that the Phase I Improvements shall be completed and operational by July 2004. The cost associated with the design and construction of the Phase I Improvements at the City's wastewater treatment plant, although borne by the Town pursuant to the Intercommunity Agreement, shall be paid for by the Nation. The total costs shall not exceed one million two hundred fifty-two thousand dollars (\$1,252,000.00) unless mutually agreed to in writing by the Town, the Nation and the City. A summary description of the Phase I Improvements is attached hereto and made a part hereof as Exhibit A. The Nation shall pay to the Town for payment to the City the costs

of the Phase I Improvements as they are billed by the City to the Town. The Town shall, in turn remit to the City the payment for the costs incurred by the City.

1.3 All engineering reports, plans, designs and construction specifications prepared by the Town's engineer or by the City's engineer and provided to the Town relative to the Phase I Improvements shall be provided to the Nation for review and comment.

1.4 The City shall retain ownership of its infrastructure located at its wastewater treatment plant including what is specified on Exhibit A hereto.

1.5 The Town shall maintain all infrastructures owned by the Town, the Route 365 District or its other or future districts in good repair and operating condition. The Nation shall be given written notice fifteen days in advance of any repairs to be made to the Town's infrastructure which may have a likelihood of impacting the Nation's wastewater flow except under emergency conditions whereupon notification shall be made as soon as practicable.

1.6 This Agreement creates no obligation on the part of the Town to operate, maintain or repair the Nation's infrastructure.

1.7 The Town will incur costs of its own associated with the Phase I Improvements, including engineering and legal fees for which the Town is without funds to pay. Accordingly, the Nation agrees to advance and pay the Town's engineering and legal fees upon submission of invoices and sufficient back up for cost substantiation, subject to the Nation's approval, which approval shall not be unreasonably withheld.

## **ARTICLE 2** **METERING AND SAMPLING**

The Town has installed, operates and maintains a wastewater metering and sampling facility at the location of the Oneida Creek Pump Station which is used to monitor the flow and strength of all of the Town's wastewater from the 365 Sewer District including the Nation's. Currently, the Nation has no metering and sampling station of its own. Notwithstanding, prior to July 2004, the Nation shall construct and operate its own metering and sampling station or stations within land possessed by the Nation at a location or locations immediately preceding the connection to the Town's infrastructure for facilities owned by the Nation which discharge wastewater of strength and character exceeding that which is discharged by a typical residence. In accordance with the time frames established in the Intercommunity Agreement and at such time as the City shall modify the wastewater service charges to the Town from that established in the 1995 Intercommunity Wastewater Service Agreement between the City and Town, the Town shall charge and bill the Nation in accordance with the formula contained in Exhibit B.

## **ARTICLE 3** **SEWER VOLUME, QUALITY, SAMPLING AND EXCESS FLOW SURCHARGES.**

3.1 Subject to the approval by the New York State Department of Environmental Conservation ("DEC"), of the Phase I Improvements and the flow and loading limits in the Intercommunity Agreement, the Town agrees to accept wastewater not exceeding the limits contained in Article 3.2 below, based on a maximum of 650,000 gallons of sewage in any 24 hour period ("GPD"). The flows specified herein and loads specified in Article 3.2 shall not be discharged by the Nation until the Town shall have received from the City in writing such assurance that the City can accept the flows and loads specified in the Intercommunity Agreement. When received, the City's written assurance shall be forthwith forwarded to the Nation. Prior to the date established in the Intercommunity Agreement for

commencement of a revised system to be used by the City in assessing wastewater charges to the Town, the billing by the Town to the Nation shall be in accordance with the agreement between the Town and the Nation dated May 30, 1995.

3.2 Sewage received from the Nation shall not exceed a flow of 650,000 gallons within a 24 hour period or the following load limits:

Parameter	Daily Maximum Load
Biochemical oxygen demand	<u>1,070 pounds per day</u>
Total suspended solid	<u>1,897 pounds per day</u>
Ammonia	<u>163 pounds per day</u>
Total kjeldahl nitrogen	<u>271 pounds per day</u>
Phosphorous	<u>82 pounds per day</u>
Chlorine demand	<u>136 pounds per day</u>

The flow and load limits shall be calculated from and based upon the results and data obtained from the Nation's metering and sampling station or stations which shall be installed at connection of Nation facilities to the Town system. The Nation shall not have to install metering and sampling stations where the flows and loads from a particular facility have wastewater characteristics similar in nature to residential users of the Town and, in that event, reasoned estimates thereof shall be mutually agreed upon and calculated in the total limits. Accordingly, the Nation's compliance with its flow and load limitations shall be based upon its measured and calculated flows and not upon the Town's bills to the Nation.

3.3 The Town and the Nation understand that as of the date of this Agreement that the Town has reserved to itself, its residents and commercial businesses the flow of 200,000 gallons within a 24 hour period and a load containing biochemical oxygen demand of 525 pounds per day, in addition to the corresponding other chemicals listed above in Article 3.2. Accordingly, and as it relates to the flow and load limits specified in the Intercommunity Agreement, it is acknowledged by the Town and the Nation that there is an uncommitted flow of 50,000 gallons within a 24 hour period and an uncommitted load consisting of biochemical oxygen demand of 105 pounds per day in addition to the corresponding other chemicals. The Town agrees that this uncommitted flow and load shall not be assigned to or used by any person or entity outside the geographical boundaries of the Town. The Town has first right to this capacity but only for non-Nation users within the Town itself. As soon as the Town recognizes the need to use any portion of this uncommitted flow and load, it will give prompt notice to the Nation so that the Nation can plan its future needs. To the extent Town users do not need the capacity, the Nation will have the right to such use.

3.4 The Nation's discharge into the Town's sanitary sewer collection shall have a pH within the range of 5.5 to 9.0.

3.5 In the event the Nation discharges into the Town's sanitary system institutional, industrial or facility waste, the Nation agrees that such discharge shall be in accordance with (i) the standards that would otherwise apply to a non-sovereign end user that desires to maintain "significant industrial user" ("SIU") permit, and (ii) the standards that would otherwise apply to a non-sovereign end user set forth in

the requirements under the Town's Sewer Use Ordinance and the City's Sewer Use Ordinance then in effect.

3.6 The Town shall enforce the Town's Sewer Use Ordinance.

#### **ARTICLE 4** **NEW CONNECTIONS**

4.1 The Town acknowledges that this Agreement involves, in part, acceptance by the Town of additional wastewater from the Nation as a result of the Nation's current expansion of its enterprise resort (Turning Stone Casino Resort campus) expected to be completed by July 2004. In the event it is necessary for the Nation to make a new connection of its infrastructure to that of the Town to accomplish its expansion, the Nation shall hereby be entitled to accomplish the same. Any such connection shall meet the requirements established by the Town by ordinance or code. The Nation shall prepare plans and documents for such connections which shall be provided to the Town for review. Such connections shall not be made except upon written approval by the Town, which approval shall not be unreasonably withheld.

4.2 Other than residential properties not exceeding two dwelling units, new connections made after August 2004 and not related to the Nation's current resort expansion, by the Nation to the Town's infrastructure shall be made only with the approval of the Town which approval shall not be unreasonably withheld. The Nation and Town acknowledge that the Intercommunity Agreement specifies conditions that would allow the City or require the Town to impose a new connection moratorium. Accordingly, the declaration by the City of a new connection moratorium shall constitute approval reasonably withheld. Any such connections shall meet the requirements established by the Town by ordinance or code. The Nation shall prepare plans and documents for such connections which shall be provided to the Town for review. Such connections shall not be made except upon written approval by the Town, which approval shall not be unreasonably withheld.

4.3 Unless there is a new connection moratorium in effect pursuant to the Intercommunity Agreement, new connections by the Nation of residential properties not exceeding two dwelling units may be made upon notice. Such connections shall be made in accordance with the requirements as established by the Town by ordinance or code.

#### **ARTICLE 5** **CEASE AND DESIST ORDERS**

The Nation and the Town acknowledge that the Intercommunity Agreement specifies conditions that would allow the City to issue to the Town a Cease and Desist Order. In the event the City issues a Cease and Desist Order to the Town, the Nation and the Town shall jointly and severally diligently pursue remedies and solutions to avoid any restriction by the City on the Town's service.

#### **ARTICLE 6** **SEPTAGE**

This Agreement creates no obligation on the part of the Town to accept septage generated from lands possessed by the Nation or any waste not generated from facilities within the Town connected to the sewer system. No waste shall be discharged which does not meet the requirements and limitations specified by the Town and City Sewer Ordinances.

**ARTICLE 7**  
**FUTURE EXPANSION**

The Town agrees that should the Nation desire to undertake an engineering study for the purposes of determining the feasibility of further expanding, beyond the Phase I Improvements, the treatment capacity of the City's Wastewater treatment plant and/or the capacity of the Town's infrastructure, for the purpose of potentially receiving additional sewage from the Nation, the Town will participate by: attending meetings, providing data allowing inspections of its infrastructure, and reviewing and commenting on reports. In the event the Town and the Nation both agree that an engineering study has demonstrated that it is feasible and mutually beneficial to consider an expansion of the City's wastewater treatment plant and / or the Town's infrastructure, the Town and the Nation agree to negotiate in good faith on the terms and conditions whereby such an expansion may be undertaken.

**ARTICLE 8**  
**DISCHARGE FEE**

8.1 As compensation for the acceptance and transportation of wastewater under this Agreement, and in accordance with the time frames established in the Intercommunity Agreement and at such time as the City shall modify the wastewater service charges to the Town from that established in the 1995 Intercommunity Wastewater Service Agreement, the Nation will pay to the Town a fee based on the formula established in Exhibit B.

8.2 The Town shall bill the Nation and the Nation shall pay the Town monthly for wastewater services. The Nation shall pay such bills within 30 days of receipt, after which interest shall accrue until paid.

8.3 The Town shall provide the Nation with budget and revenue information and reasonable access to its books and records to enable the Nation to verify said budget.

8.4 In consideration of the funding of the Phase I Improvements by the Nation, the entire energy credit being given by the City to the Town in the Intercommunity Agreement shall be given by the Town to the Nation hereunder and as specified in Exhibit B for as long as the City grants the credit on the Town's bills and the Nation continues as a user of the Town system..

**ARTICLE 9**  
**TERM OF AGREEMENT**

The initial term of this Agreement shall commence on the date first indicated above and shall continue for a period of twenty (20) years. This Agreement shall be automatically renewed for a period of ten (10) years on the same terms and conditions at the end of the initial term and each renewal term (each successive ten (10) year period shall be deemed a "renewal term"). However, either the Town or The Nation may deliver to the other party a written notice of termination of this Agreement at least two (2) years prior to the expiration of the then current initial or renewal term and the Agreement shall terminate at the end of the then term.

**ARTICLE 10**  
**ENFORCEMENT RIGHTS**

The Nation has no direct relationship with the City and cannot protect its rights and remedies with respect to the City's obligations and responsibilities to the Town under the Intercommunity Agreement.

Accordingly, the Town shall cooperate in good faith with the Nation in protecting the Nation's interests by enforcing the Town's rights and remedies as against the City under the Intercommunity Agreement. In doing so, the Town shall not unreasonably deny its cooperation. The Town's cooperation may include actions by the Town before boards or agencies or actions instituted in a court of law. In the event the Town is made a party to any proceeding or litigation, or institutes any proceeding or litigation, the Town shall retain an attorney selected and approved by both the Town and the Nation. In the event the Nation seeks to enforce any right or remedy by requesting the Town to seek such enforcement and the Town fails to act to enforce such right, the Nation may seek relief in court.

#### **ARTICLE 11**

#### **DISPUTE RESOLUTION AND TERMINATION**

11.1 In the event any claim, controversy or dispute arises between the Town and the Nation, or if approvals, agreements or occurrences specified herein shall not have been timely obtained, the Town and the Nation shall undertake in good faith to resolve the dispute. If the Town and the Nation cannot agree on a resolution to the dispute within thirty (30) days, the Town or the Nation may, exclusive of any other remedy and following the thirty (30) day period, commence an action in the court indicated in Article 14 hereof. The Town and the Nation agree that if a court injunction is sought by the other party, that irreparable harm need not be established to the court. During the resolution of any dispute under this paragraph, the Town and the Nation shall each continue to perform all of their respective obligations under this Agreement without interruption.

11.2 Except as provided for in Article 9, this Agreement may be terminated by either party only for the persistent and repeated breach of a material obligation of the other party under this Agreement, upon ninety days (90) written notice, provided the breaching party, having been given the opportunity to remedy the breach, fails to do so, or fails to undertake to do so with due diligence, within ninety (90) days after receipt of written notice of breach.

11.3 This Agreement may be terminated by the Town upon the Nation's failure to make payment for wastewater services as specified in Article 8 if, after thirty (30) days written notice and demand by the Town to the Nation of the failure, the Nation has not made payment.

11.4 Service under this Agreement may be suspended or terminated as set forth in the Town and/or City Sewer Ordinance where such continued discharge causes an imminent threat to the publicly owned treatment works.

#### **ARTICLE 12**

#### **INVALID PROVISIONS**

If any term or condition of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect any other provision hereof, and the remaining terms and conditions shall remain in full force and effect. The Town and the Nation shall negotiate in good faith to replace the invalid or unenforceable term with valid and enforceable terms that express the Town's and the Nation's original intent.

**ARTICLE 13**  
**NOTICES**

All notices, demands, requests or other communication provided for or required to be given pursuant to this Agreement shall be given in writing and shall be delivered by first class mail and facsimile as set forth below:

If to the Town:           Town of Verona Supervisor  
                                  Germany Road  
                                  P.O. Box 249  
                                  Durhamville, New York 1305  
                                  Fax #

If to the Nation:       Nation Representative(s)  
                                  Oneida Indian Nation  
                                  5218 Patrick Road  
                                  Verona, New York 13478  
                                  Fax # (315) 361-7619

**ARTICLE 14**  
**WAIVER OF SOVEREIGN IMMUNITY**

The Nation and Town irrevocably waive their sovereign immunity from suit solely for the limited purpose of enforcement of the terms of this Agreement by each other. This limited waiver of immunity is granted solely for the purposes of each party enforcing this Agreement and shall be regarded as a limited waiver of sovereign immunity in any proceeding commenced for purposes of enforcing the terms of this Agreement. Nothing contained in this limited waiver shall be construed to confer any benefit, tangible or intangible, on any person or entity not a party to this Agreement or as a waiver with respect to any such third person or entity. The parties agree, for the limited purpose of enforcement of the terms of this Agreement, that this Agreement shall be governed by and construed in accordance with the laws of the State of New York. In conjunction with the Nation's and the Town's limited waiver of sovereign immunity, the Nation and Town hereby consent to submit to personal jurisdiction of those courts of the State of New York and of the United States with competent subject matter jurisdiction.

**ARTICLE 15**  
**ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties hereto and supercedes any prior agreements, arrangements or understandings relating to the subject matter hereof.

**ARTICLE 16**  
**AMENDMENTS OR MODIFICATIONS**

Any amendments or modifications to this Agreement shall be in writing, approved and authorized for execution and signed by an authorized representative of each party.

**ARTICLE 17**



**DISTINCT AGREEMENT**

This Agreement is separate and distinct from, and does not modify or affect the agreement between the Town and the Nation dated May 30, 1995 which agreement related, among other matters, to the construction and connection of a sewer system to and sewer service from the City.

IN WITNESS WHEREOF, the Town and the Nation have executed this Agreement as of the dates set forth below but effective as of the date first indicated above.

**TOWN OF VERONA**

By:   
Name:  
Title:

Date: Nov 19, 2003

**ONEIDA INDIAN NATION,**  
a sovereign Indian nation

  
Ray Halbritter  
Nation Representative(s)

Date: Nov 21, 2003



**EXHIBIT A**City of Oneida WWTP  
Capacity Evaluation

Table 6.1

Item	Unit	Qty	Unit Cost	Material Cost	Labor Multiplier	Labor Cost	Total Cost
Mobilization	LS	1				\$15,000	\$15,000
<b>CCP Work</b>							
Selector Zone FRP Baffles <sup>(1)</sup>	SF	2900	\$19	\$53,850	0.10	\$5,365	\$59,015
Selector Zone Mixers	EA	8	\$3,500	\$28,000	0.10	\$2,800	\$30,800
Primary Effluent Bypass Pump & Piping	EA	1	\$4,000	\$4,000	0.25	\$1,000	\$5,000
Additional primary effluent piping <sup>(2)</sup>	LS	1	\$10,000	\$10,000	0.25	\$2,500	\$12,500
<b>Aeration Work</b>							
Demolition	LS	1				\$15,000	\$15,000
Aeration Diffused Equipment <sup>(2)</sup>	LS	1	\$145,000	\$145,000	0.25	\$36,250	\$181,250
Process Blower and Accessories <sup>(4,5)</sup>	EA	5	\$36,000	\$180,000	0.10	\$18,000	\$198,000
Aeration Piping, Fittings and Valves <sup>(3,4)</sup>	LS	1	\$33,000	\$33,000	0.50	\$16,500	\$49,500
Power & Control <sup>(6)</sup>	LS	1	\$50,000	\$50,000	0.25	\$12,500	\$62,500
<b>Control and Efficiency</b>							
Dissolved Oxygen Probes	EA	8	\$3,500	\$28,000	0.10	\$2,800	\$30,800
Flow Meters	EA	8	\$3,500	\$28,000	0.10	\$2,800	\$30,800
System Integration	LS	1	\$5,000	\$5,000	0.25	\$1,250	\$6,250
<b>Subtotals</b>				<b>\$564,050</b>		<b>\$131,785</b>	<b>\$695,835</b>
						Contingency (20%)	\$139,283
						Contractor Overhead & Profit (15%)	\$104,462
						<b>Estimated Construction Cost</b>	<b>\$940,160</b>
						Engineering <sup>(7)</sup> (20%)	\$188,032
						<b>Estimated Project Cost</b>	<b>\$1,128,192</b>

## Notes:

- (1) New FRP selector baffles installed in both trains.
- (2) Assumes new fine bubble ceramic diffusers.
- (3) Assumes new larger s.s. aeration piping and valves.
- (4) Based on new blower and inlet/discharge valves.
- (5) Based primary effluent piping modification to south train.
- (6) Contingent on evaluation of existing blowers
- (7) Design and construction phase services

## EXHIBIT B CHARGES

**NATION MONTHLY BILL = CITY BILL TO TOWN (prior to energy credit) - TOWN WASTE CHARGE TO OTHER SIU(S) - TOWN WASTE SURCHARGE TO NON-NATION NON-RESIDENTIAL USERS - (TOWN (NON-NATION) UNITS X UNIT CHARGE) - ENERGY CREDIT + O&M CHARGE**

Where

- CITY BILL TO TOWN - is the monthly charge by the City in accordance with the Intercommunity Agreement based on the Town's flows and loads
- TOWN WASTE CHARGE TO OTHER SIU(S) - is the sum of all flow and load charges to all non-NATION SIU's based on the monthly charge by the City to the Town for the parameters identified in the Intercommunity Agreement and the measured monthly discharge (flow and load) by the non-NATION SIU's. In addition, the Town code will require that new source facilities which meet the new definition of SIU install flow monitoring and sampling facilities prior to connection to the Town sanitary system.
- TOWN WASTE SURCHARGE TO NON-NATION NON-RESIDENTIAL USERS is a charge to be assessed to non-Nation, non-residential users discharging wastewater which does not meet the definition of "normal sewage" as defined in the City of Oneida Sewer Use law. The user will be based on the monthly charge by the City to the Town for parameters identified in the Intercommunity Agreement and the measured monthly discharge (flow and load) by the non-Nation non-residential users. In addition, the Town code will require that new source facilities of this nature install flow monitoring and sampling facilities prior to connection to the Town sanitary sewer.
- TOWN NON-NATION UNITS - the number of Non-NATION units and non-SIU(s) connected and using the Town sewer system within the Route 365 Sewer District or other contributing districts as determined in accordance with the unit charge system established by the Town at the time the Route 365 Sewer District was created
- UNIT CHARGE - the flow rate charge established by the City in accordance with the 1995 Intercommunity Agreement times 73,000 gallons per year, the flow established by the Town as one unit. For 2004, the unit charge is established as \$223 per unit (calculated as 73,000 gallons per year times \$3.05 per 1,000 gallons). For year 2005 and there after, the flow rate charge will be established in accordance with the Appendix B using typical domestic sewage characteristics in the Intercommunity Agreement.
- ENERGY CREDIT - the energy credit established in accordance with the Intercommunity Agreement representing the amount paid by the City to the Town in consideration of the Nation's capital investment for the referenced Phase 1 Improvements. Energy credit shall pass through the Town to the Nation for as long as the Town receives the energy credit from the City of Oneida.
- O&M CHARGE - the monthly charge as established and modified from time to time by the Town for operation and maintenance of the sewer system infrastructure within

the Town which will be applied to all users of the Town sanitary sewer system consisting of a unit charge of \$3.50/month/unit plus \$0.30 per 1000 gallons gpd.

- For Non-NATION properties, wherein units are determined by the committed flow capacity at a flow per unit rate of 300 gpd
- For NATION properties, wherein units are determined by monitored flow obtained from the Nation's monitoring station(s) at a flow per unit rate of 300 gpd or metered water usage where sewage flow is not available.

G O P

## RECLAIMED WATER AGREEMENT

THIS RECLAIMED WATER AGREEMENT (this "Agreement") is entered into this 10<sup>th</sup> day of March, 1998, by and between the Oneida Indian Nation, a sovereign Indian nation (the "Nation") and the City of Oneida, a municipal corporation located in the County of Madison, State of New York (the "City").

WHEREAS, the Nation desires to effect the use of reclaimed water from the Waste Water Treatment Plant ("WWTP") of the City for the initial purpose of irrigation of grass at a golf course of the Nation to be constructed on the sovereign lands of the Nation (the "Lands") off Patrick Road, Town of Verona, New York, and for other potential future uses ("Project"); and

WHEREAS, as part of the Project, the Nation is constructing and, when completed, will own certain pipeline facilities (the "Line") used for delivering reclaimed water to the Lands, as shown on the map attached hereto as Exhibit A and made a part hereof; and

WHEREAS, the Line shall interconnect with and hook up to the WWTP owned and operated by the City for the benefit of its residents, as shown on Exhibit A hereto; and

WHEREAS, the City presently holds a SPDES permit from the New York State Department of Environmental Conservation ("DEC") for processing of the City waste water at the City's WWTP, but said permit, unless modified, does not allow use of reclaimed water for purposes such as the intended Project; and

WHEREAS, the City desires to assist the Nation in the development of the Project through the use of the City's processed reclaimed water from the City's WWTP in an environmentally sound manner, and the Nation does not have a sufficiently dependable water supply for Project purposes; and

WHEREAS, the Project will require the development of necessary infrastructure and a conduit from the City's WWTP to the Lands, and the Nation is agreeable to payment of the City's expenses incurred in such development, including expenses for modification of the City's SPDES permit and facility compliance monitoring thereafter; and

WHEREAS, the parties acknowledge that the Line shall take from the WWTP all the reclaimed water produced by the WWTP in its current state, with an expected average load of up to 1.75 million gallons per day, but that no minimum amount shall be required to be taken;

WHEREAS, the City is representing to the Nation by its execution hereof that the WWTP has sufficient capacity to accommodate the anticipated need for an average load of up to 1.75 million gallons per day that will be taken from the system by virtue of the Line contemplated hereby; and

WHEREAS, the Nation desires the expertise of the City to assist the Nation in maintaining, repairing, and operating the filter and pumping system to be installed as part of the Project (the "System"); and

WHEREAS, the City has the ability and the desire to maintain, repair and operate the System on behalf of the Nation in accordance with the terms of this Agreement;

WHEREAS, both parties wish to memorialize the terms of their agreement, whereby the intended Project can be accomplished;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Cooperation and Responsibilities of Parties.

(a) The City and the Nation hereby agree to cooperate in the construction and operation of necessary facilities to permit use of the City's WWTP reclaimed water for the Project. The parties shall be bound by the terms of this Agreement only with respect to the Project described herein, and any extension, expansion, or addition to the use of the City's reclaimed water which requires any further regulatory approval on the part of the City shall be the subject of a further written agreement ratified by the City and the Nation.

(b) The City agrees to seek modification of its current SPDES permit to accommodate the Nation's usage of reclaimed water from the City's WWTP for the Nation's Project, as described in this Agreement. The City will provide all necessary WWTP operation information to DEC for the purpose of obtaining said modification.

(c) Inasmuch as the Nation does not currently have the capacity to maintain and monitor the System, the City shall provide, and the Nation shall reimburse with the City for, such services, as provided below.

(d) The City shall be entitled to enter upon the Lands and the lands through which the Line runs at reasonable times and in emergencies solely for the purpose of monitoring reclaimed water quality in accordance with this Agreement and regulatory approvals applicable to the City including the modified SPDES permit, as provided below.

2. Nation Pipeline Construction.

(a) The Nation shall have control over, and bear the expense of, every facet of the construction of the Line, which the Nation agrees shall meet or exceed the substantive standards

of any applicable Federal, State and City laws, ordinances and regulations. Prior to the commencement of construction, the Nation shall cause to be prepared at its expense the necessary designs, plans and specifications (the "Plans") for the Line, and shall submit the Plans to the City for its review and approval pursuant to this Agreement. The City may forward the Plans to DEC as may be required for its review in connection with the City's requested SPDES permit modification. The City's decision shall be promptly provided to the Nation upon the City's receipt of DEC's SPDES permit modification approval and completion of the City's review of the Plans. No construction on the City lands shall be commenced without the City's receipt of a sufficient SPDES permit modification, the execution of this Agreement and the City's approval of the Plans in conformance with law and DEC requirements. The Nation and its contractor(s) shall have sole responsibility for assuring that construction of the Line complies with the Plans as approved by the City pursuant to this Agreement.

(b) The Nation acknowledges the City's obligation to comply with the rules and regulations of the DEC. The City acknowledges the Nation's legal position that, as a sovereign nation, the Nation is not bound by or obligated to comply with the rules and regulations of the DEC. Notwithstanding the foregoing, for purposes of this Agreement, the Nation hereby agrees to construct the Line in a manner which meets or exceeds the substantive standards found in the rules and regulations of the DEC and acknowledges that the City may submit the Plans to the DEC for review and approval in connection with the City's SPDES permit modification.

(c) The proposed Line shall commence at a connection to the City's WWTP located on Harden Street, Oneida, and shall terminate within the bounds of the Lands off Patrick Road, Town of Verona. The route and construction of the proposed reclaimed water pipeline shall be in accordance with the map, plan and report prepared by Camp, Dresser & McKee, attached hereto as Exhibit "A" and incorporated herein by reference.

### 3. Reclaimed Water Quantity and Characteristics.

(a) The City agrees to provide sufficient WWTP reclaimed water within limits of its available reclaimed water discharge to irrigate the entire Project on a frequency specified under the Plans, but within any volume restriction specified under permit from the DEC. The City shall have responsibility for maintaining reclaimed water quality within permit and regulatory limitations.

(b) The reclaimed water shall have the following quantity and quality:

Average Daily Flow	1.0 mgd
Average Total Suspended Solids	5.0 mg/l
Average Biological Oxygen Demand	10.0 mg/l
Minimum Chlorine Residual	1.0 mg/l

The City shall check water quality (turbidity and conductivity) daily.

ATTACHED TO  
CONTRACT NO.  
NATION

(c) In the event reclaimed water quality deteriorates below these standards, the City shall promptly notify the Nation and cease effluent discharge to the Project. The City will use such good faith effort as is reasonable under the circumstances to return discharge characteristics to acceptable levels in order to restore flow. In no event does the City warrant a continuous, uninterrupted flow of reclaimed water, or the characteristics thereof, except that the City will exercise reasonable care to provide effluent, as available, within permit requirements and which has been treated by a method sufficient to remove harmful levels of bacteria, viruses and other constituents which would pose a danger to human health or cause it to be unsuitable for the Project. The Nation will make no claim against the City for interruption of flow or deficient effluent characteristics due to circumstances beyond the City's control, including acts of God, plant upsets, line and equipment breakage, and the like.

(d) The reclaimed water shall be provided without charge to the Nation. The Nation shall be under no obligation to take any reclaimed water, and may refuse reclaimed water at any time in its sole and absolute discretion. The Nation shall have a first priority on all reclaimed water up to an average taking of 1.75 million gallons per day in any calendar month. Within this limitation, no other person may receive reclaimed water without the written waiver by the Nation of its first priority, and no such waiver may be valid for longer than one month. In no event shall the City permit another person or entity to take reclaimed water from the WWTP above Nation's allotment without first negotiating with Nation for an equitable reimbursement to Nation for its financial expense in developing and maintaining the System, if use of the System would be made by such other person or entity.

4. Project Expenses.

The entire cost of constructing the Line, necessary appurtenances and pumping station shall be borne by the Nation. The Nation further agrees to reimburse the City for its professional staff time, as provided by the City's engineering and legal departments, and administrative expense, allocable to the Project. Engineering, legal and administrative services reimbursable to the City, as applicable, shall include Project planning; agreement negotiations and formalization; review, revision and approval of the Plans; submittal by the City to and conferences with DEC and other regulatory bodies for SPDES permit modification; the City's SEQRA adherence as it relates to the Project; preparation and review of documents; attendance at Project meetings as needed or on request of the Nation; and such other service components reasonably required for the City's assistance in the Project. The Nation also agrees to pay the City for its reimbursable expenses, meaning actual expenses incurred directly or indirectly in connection with the Project, including expenses for postage and overnight delivery; reproduction of reports, drawings and specifications; and if authorized in advance by the Nation, overtime work requiring higher than regular rates. Billing for professional services and expenses herein shall be submitted by the City at time of substantial completion of the Project, and shall be paid by the Nation within thirty (30) days of submittal.

5. Easement and Usage Rights. The Nation shall be solely responsible for obtaining necessary easements, rights of way or other usage conveyances necessary for construction and



maintenance of the Line, pumping station and appurtenances. The City hereby agrees to construction on its lands in accordance with the Plans.

6. SEQRA. Subject to the limitations set forth herein, the parties hereby acknowledge the City's responsibility for complying with the State Environmental Quality Review Act ("SEQRA") for the purpose of seeking SPDES permit modification. Work done in connection with the construction of the Project by the Nation's contractor(s) shall, in accordance with Section 2(b) hereof, be done in a manner that meets or exceeds the substantive standards of SEQRA. The foregoing shall not be construed as an acknowledgement or admission by the Nation that SEQRA applies on or with respect to the lands of the Nation, which application the Nation hereby expressly denies. The parties expressly acknowledge that the City's obligations under this agreement are contingent upon issuance of SEQRA findings of Non-Significance for the SPDES permit modification.

7. Operation and Maintenance.

(a) The City shall maintain, repair and operate WWTP and System to the highest standards of similar public projects.

(b) The City shall undertake all routine, ordinary and customary repairs to and maintenance of the System that the City deems necessary in order to provide continuous reclaimed water pursuant to this Agreement. The City's duties shall include, but not be limited to, the maintenance and repair of the filter, gravity mains, lift stations and their component parts, valves, and appurtenances together with any replacements, additions, betterments and improvements that may hereafter be furnished and installed during the term of this Agreement. The City shall be reimbursed for the costs and expenses incurred pursuant to this Paragraph 7 in accordance with Paragraph 10 hereof.

(c) The reclaimed water pump station at the WWTP shall be outfitted with an electrical meter so that electricity costs related to the Line can be billed directly to the Nation.

(d) The Nation shall not at any time be obligated to bear the costs of any routine, ordinary and customary repair to or maintenance or electrical usage of the WWTP not directly related to the Line.

8. Capital Improvements.

(a) For the purpose of this Agreement, a capital improvement ("Capital Improvement") shall be any replacement, addition, betterment, alteration or improvement to the Line or the WWTP other than routine, ordinary and customary repairs to and maintenance of the Line or the WWTP.

(b) The Nation shall determine in the first instance when a Capital Improvement

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should be made to the Line or the WWTP in order to provide and maintain a continuous flow of reclaimed water. The Nation shall provide written notice to the City of the proposed Capital Improvement (the "Capital Improvement Notice"), which notice shall include a description of the proposed Capital Improvement, an explanation of the necessity of the Capital Improvement and a cost estimate for the construction of the Capital Improvement. The City shall provide the Nation with a written response to the Capital Improvement Notice within fifteen (15) business days of the City's receipt of the Capital Improvement Notice. The parties acknowledge and agree that the City shall make the final decision with respect to any Capital Improvement at the WWTP and that the Nation shall make the final decision with respect to any Capital Improvements of the Line. The Nation shall oversee the construction of all Capital Improvements affecting the Line.

(c) The Nation shall bear the cost of any and all Capital Improvements proposed by it and made to the Line and the WWTP pursuant to this section. The legal title to all Capital Improvements to the Line shall be and remain in the Nation and legal title to all Capital Improvements to the WWTP shall be in the City. To the extent a Capital Improvement to the WWTP benefits the City generally, the parties shall agree to an apportionment of the cost.

(d) Upon completion of any Capital Improvement, the same shall become subject to the terms of this Agreement.

(e) If the City shall decide to make a Capital Improvement to the WWTP which is unrelated to the Line, it shall provide notice to and consult with the Nation to ensure the continuous flow of reclaimed water pursuant to this Agreement.

#### 9. Notice of Activity.

(a) Before the City shall be entitled to enter upon the Lands or the easements, rights of way or usage rights held by the Nation for purposes of maintenance, testing, repair or operation of the Line, it shall notify the Nation Representative of the Nation or his designee of its intended activities and shall provide the Nation with a reasonable opportunity to designate a representative to accompany the City or its representatives, employees or contractors during the course of such activities. All such activities shall be conducted in accordance with established Nation policies and procedures.

(b) In the event of an emergency, if time permits, the City shall notify the Nation Representative or his designee of the existence of the emergency and the City's intended action; however, the City shall not be required to wait for the Nation to designate a representative to accompany the City or its representative, employee or contractor during the course of an emergency, but instead the City may enter the Lands, easements, rights of way and usage rights areas as needed, to alleviate and remedy the emergency situation. In the event the City is unable to notify the Nation Representative or his designee of the existence of any emergency and its intended action prior to entering upon the Lands, easements, rights of way and usage rights areas, then the City shall do so as soon as possible thereafter.

(c) Any entries upon easements, rights of way or usage rights areas held by the Nation shall be done in accordance with the Nation's agreements regarding such easements, rights of way or usage rights areas.

10. Rates and Charges.

The maintenance rates and charges that the City charges under this Agreement shall reflect normal billing practice for other intergovernmental agreements with respect to the costs and expenses incurred by the City in connection with the maintenance and operation of the System. In connection therewith, the City agrees to maintain separate records for specific elements of the costs and expenses of the maintenance and operation of the System and to allow audits thereof.

11. Good Faith Commitments. Each party to this Agreement acknowledges and understands that each party will rely upon the faithful performance by each other party to this Agreement and any failure to comply with any obligation will be detrimental to the other party.

12. Limited Waiver of Sovereign Immunity. The parties each hereby waive sovereign immunity for the purpose of implementing and enforcing the terms of this Agreement. This waiver is a limited waiver of sovereign immunity, it being understood and agreed that: (a) the sole remedy available to either party in the event of a breach of this Agreement by the other party shall be an action for an injunction and/or for specific performance; and (b) neither party shall be entitled to sue for money damages that may arise as the result of the actions of the other party or its designee, recognized or elected officials, employees, agents or representatives, excepting, however, any claim for reimbursement for services and expenses under paragraphs 4 and 10 above or any claim for indemnification under this Agreement. The parties hereby submit to the jurisdiction of any federal court of the United States having appropriate venue, and they agree that no other court, judicial or administrative body or authority shall have jurisdiction over the enforcement of this Agreement.

13. Hold Harmless.

The Nation agrees to indemnify and hold harmless the City from all claims by third parties for construction expenses (including labor and materials) or other loss of any nature arising out of the construction of the Project, as well as claims for injury or death to person, or property damage, arising out of or concerning the operation of the Project except for such losses or claims that are attributable to the negligence of the City. Included within this indemnification shall be the reasonable attorney's fees and costs incurred by the City respecting such claims. Further, the Nation agrees to cause its general contractor(s) for the Project to procure payment and labor and material bonds to assure completion of the work and full payment of construction expenses of the Project, as well as certificate(s) of insurance against liability for injury to person or property, naming the City as an additional insured, in the minimal amount of Two Million Dollars (\$2,000,000) per person, Five Million Dollars (\$5,000,000) aggregate. A copy of such bonds and insurance certificate(s) shall be furnished to the City before the City shall grant final approval of plans and specifications for Project.

14. Indemnification.

(a) The City shall indemnify and save the Nation harmless from any loss, cost or expense of any sort or nature and from any liability incurred by any person or entity on account of any damage to person or property arising out of any failure of the City to maintain, repair or operate WWTP and System in accordance with this Agreement; provided however, that the City shall not be obligated to indemnify and save the Nation harmless from any loss, cost or expense of any sort or nature arising from acts of the Creator or circumstances beyond the City's control.

(b) To the extent the City incurs any liability or suffers any loss, including without limitation any damage to the WWTP, as a result of the failure of the Nation to use the Line in a manner that is consistent with the contractual obligation set forth herein, the Nation agrees to indemnify the City and hold the City harmless from and against any and all such liabilities and to reimburse the City for any losses incurred as a result of such non-compliance.

15. Federal Approval. The parties agree that if the approval of the United States Secretary of the Interior or his or her authorized designee is required regarding this Agreement, they will cooperate in obtaining it.

16. Term. This Agreement shall be for an initial term of twenty (20) years, and shall be automatically renewed every twentieth anniversary of the effective date hereof for additional twenty (20) year terms, unless either party shall have noticed the other of its intent not to renew at least one (1) year prior to the renewal date.

17. Notices. All notices, objections and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed by certified mail, return receipt requested, postage prepaid, as follows:

If to the Nation:

Oneida Indian Nation  
Attention: Mr. Ray Halbritter  
P.O. Box 1  
via Vernon, New York 13476

with a copy to (which copy shall not constitute notice):

Steven Paul McSloy, Esquire  
General Counsel  
Oneida Indian Nation  
221 Union Street  
P.O. Box 662  
via Oneida, New York 13421-0662

If to the City:

Mayor Army Carinci and his successor  
PO Box 550, 109 N. Main Street  
Oneida, New York 13421

with a copy to (which copy shall not constitute notice):

City Attorney Linus Walton and his successor  
P.O. Box 550, 109 N. Main Street  
Oneida, New York 13421

18. Amendments. Any modification or amendment to this Agreement shall be subject to the formal approval and ratification of the respective governing bodies of the parties to this Agreement and, if and to the extent required by law, to the written approval of the United States Secretary of the Interior or his authorized designee.

19. Assignment. Neither party shall have the right to assign this Agreement or any of its obligations hereunder to any municipality, person, firm, partnership, association, corporation, or other entity without the prior written consent of the other party, which consent shall be within the party's sole and absolute discretion.

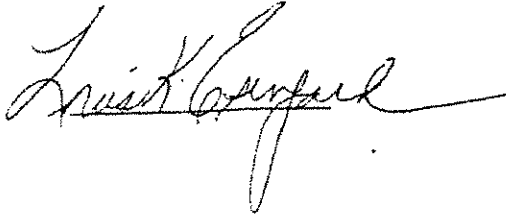
20. Governing Laws. The parties agree that this Agreement will be governed by the laws of the State of New York without regard to the conflicts of laws principles of such state.

21. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior agreement between the parties relating to the subject matter hereof. This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF, each of the undersigned parties, by legal authorization and through its lawfully designated representative, has hereunto set its hand effective as of the day and year first hereinabove set forth.

ATTEST:

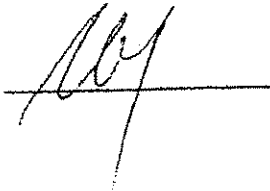
THE CITY OF ONEIDA  
A New York Body Politic




By: Army Carinci  
Title: Mayor

WITNESS:

ONEIDA INDIAN NATION  
A Sovereign Indian Nation



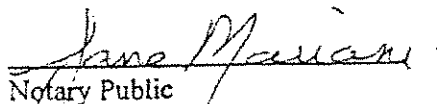
  
Ray Halbritter  
Nation Representative

COUNTY OF MADISON )  
STATE OF NEW YORK ) ss.:  
)

Before me, a Notary Public, in and for the jurisdiction aforesaid, personally appeared this date Army Carinci, personally known to me to be the individual who executed the foregoing and annexed Reclaimed Water Agreement dated March 4, 1998, who, being by me first duly sworn, did depose and state that he is the Mayor of THE CITY OF ONEIDA, which entity is a signatory to the foregoing and annexed Agreement, and that he, being duly authorized so to do, executed said Instrument on behalf of said entity as its free act and deed for the uses and purposes therein contained.

WITNESS MY HAND AND OFFICIAL SEAL this 4 day of March, 1998.

JANE MARIANI  
NOTARY PUBLIC, STATE OF NEW YORK  
NO.01MA05064040  
QUALIFIED IN MADISON COUNTY  
COMMISSION EXPIRES AUGUST 5, 1998

  
Notary Public

*Oneida*  
COUNTY OF MADISON )  
 ) ss.:  
STATE OF NEW YORK )

Before me, a Notary Public, in and for the jurisdiction aforesaid, personally appeared this date RAY HALBRITTER, personally known to me to be the individual who executed the foregoing and annexed Reclaimed Water Agreement dated March 1, 1998, who, being by me first duly sworn, did depose and state that he is the Nation Representative of the ONEIDA INDIAN NATION, which entity is a signatory to the foregoing and annexed Agreement, and that he, being duly authorized so to do, executed said instrument on behalf of said entity as its free act and deed for the uses and purposes therein contained.

WITNESS MY HAND AND OFFICIAL SEAL this 16 day of March, 1998.

*Doris M. Piatkowski*  
Notary Public

DORIS M. PIATKOWSKI  
Notary Public, State of New York  
No. 4286800  
Qualified in Oneida County  
Commission Expires 7/31/99

INTERCOMMUNITY  
WASTEWATER SERVICE AGREEMENT

BY AND BETWEEN

CITY OF ONEIDA, MADISON COUNTY, NEW YORK

AND

TOWN OF VERONA, ONEIDA COUNTY, NEW YORK

THIS INTERCOMMUNITY WASTEWATER SERVICE AGREEMENT (herein referred to as the AGREEMENT), is made as of this 6th day of Nov, 2003, by and between the City of Oneida, a municipal corporation of the State of New York (herein referred to as CITY), and the Town Board of the Town of Verona, a municipal corporation of the State of New York (herein referred to as TOWN), acting on behalf of the Route 365 Sewer District and other sewer districts as may be established in TOWN.

WITNESSETH

WHEREAS, this agreement supersedes the May 30, 1995 agreement, and

WHEREAS, TOWN is experiencing development and expects this development to continue, and

WHEREAS, TOWN has received a request to expand wastewater service to facilities operated by the Oneida Indian Nation (hereinafter referred to as NATION) and the TOWN wishes to create additional sewer districts within the Town, and

WHEREAS, CITY owns and operates a municipal wastewater collection and treatment system (hereinafter referred to as SYSTEM) which following the completion of the proposed Phase I improvements will have sufficient capacity to accept the quantities identified herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and for other good and valuable consideration, the receipt and adequacy whereof are hereby acknowledged, CITY and TOWN hereby agree as follows:



**1. INFRASTRUCTURE - DESIGN, APPROVALS, CONSTRUCTION, REPAIR, OPERATIONS, MAINTENANCE AND OWNERSHIP.**

a. TOWN, at no cost to CITY, will continue to design, obtain all approvals, construct, operate, repair and maintain all the pipe and related equipment which connects the Town sewer system to the City system. TOWN's infrastructure shall be designed to meet or exceed standards established in "Recommended Standards for Wastewater Facilities - a Report of the Wastewater Committee of the Great Lakes-Upper Mississippi River Board of State Public Health and Environmental Managers", Latest Edition.

b. TOWN will retain ownership of all infrastructure constructed for its sewer district. TOWN shall pay applicable, assessments and related charges on all infrastructure located within the corporate boundaries of CITY. The assessed value of the infrastructure located within CITY shall be determined by CITY's assessor using standard assessment procedures recognized by the State of New York. It is agreed that CITY shall exempt TOWN's said infrastructure from all general taxation, together with any and all special ad valorem levies, special assessments, service charges, or taxes, charges or assessments of any kind, to the fullest extent permitted by Real Property Tax Law of the State of New York, but only to the extent attributable to later increases in the assessment, if any, over that so initially determined by the assessor. The initial assessment on such property is \$47,800.

c. The cost associated with the design and construction of the Phase I Improvements to the CITY's WWTP will be borne by the Town without contribution from the CITY. The Phase I cost is not to exceed \$1,252,000. In the event the project cost exceeds \$1,252,000, such additional costs shall be paid in proportion to the benefit conferred on the Town and the City respectively. A detailed description of the project, construction activities to be performed and the equipment to be acquired along with their associated costs are contained in Appendix A. Construction of the Phase I Improvements will begin on or about January 1, 2004 and be completed on or about July 1, 2004.

The Town and its sewer districts are without funds to pay for the cost of the Phase I Improvements. However, the Nation is willing to finance the costs to enable the Phase I improvements to be made and accomplished. The Town's obligations hereunder are accordingly, contingent on the Nation's advancement to the Town of sufficient monies to pay for the costs as they may be incurred for the Phase I Improvements. The Nation is a third party beneficiary of this agreement.

d. All engineering reports, plans, designs and construction specifications prepared by the TOWN in connection with expansion of the Town's system shall be provided to CITY for review and comment as each of the aforementioned is 35%, 65% and 90% completed. A copy of the final document or as built plans shall be

provided to CITY when the same is 100% complete.

e. City will retain ownership of all infrastructure constructed at its WWTP. In addition, City, will design, obtain all approvals, construct, operate, repair and maintain all infrastructure required at the City WWTP.

f. TOWN shall be responsible for maintaining all infrastructure owned by its District(s) in good repair and operating condition.

(i) Upon 24 hours advance telephonic notice to TOWN's designated representative, CITY shall have the right to inspect all system infrastructure owned by the Town's District. When in the opinion of CITY any component of the infrastructure is found to be in a state of disrepair, is unserviceable, or is otherwise not performing in a manner acceptable to CITY such that said condition could adversely impact operations of the City's Waste Water Treatment Plant (herein referred to as the WWTP) as reasonably determined by CITY, CITY shall give written notice to TOWN of its findings, with a copy thereof to the NATION. Said notice to TOWN shall also prescribe corrective action required, the reasons therefor, and a time by which corrective action must be completed. TOWN shall notify CITY when corrective action has been completed, whereupon CITY shall inspect the completed work to verify compliance with requirements contained in its written notice.

g. This AGREEMENT creates no obligation on the part of CITY to operate, maintain, or repair the TOWN's infrastructure. If CITY, at its sole option and discretion, responds to a specific short duration written request for assistance from a designated representative as identified by TOWN in writing to CITY, the TOWN shall compensate CITY as follows:

(i) For assistance provided during regular work hours then in effect for CITY's Department of Public Works (hereafter referred to as the DPW), or CITY's WWTP staff, respectively, CITY's bill for such services rendered may include the actual cost of materials, labor and equipment based on the established hourly rates then in effect, plus fringe benefits at a rate of 45% of the labor cost only. The number of hours billed shall be: the total time (rounded to the nearest quarter hour) between the DPW's dispatch from, and return to, CITY's DPW garage on Sconodda Street, Oneida, if for the DPW; or the total time (rounded to the nearest quarter hour) between dispatch from, and return to, CITY's WWTP on Harden Street, Oneida, if for WWTP staff. To the entire bill, 10% shall be added for overhead and administration.

(ii) For assistance provided during regular work hours which extends beyond the established end of the work day then in effect, the billing procedures shall be the same as in Section 1(g)(i) EXCEPT that the labor rate for such work

performed beyond the end of the established work day shall be billed at the overtime rate set in accordance with CITY's collective bargaining agreement then in effect for the personnel providing the assistance, and except that the fringe benefit rate for such overtime hours shall be reduced to reflect only those benefits properly applied to overtime hours.

(iii) For assistance provided which requires the call back of off-duty CITY employees, the billing procedures shall be the same as in Section 1(g)(i), EXCEPT that the hours billed will be the actual hours as described in Section 1(g)(i) or the minimum number of call back hours required to be paid in accordance with CITY's collective bargaining agreement then in effect for the personnel providing the assistance, whichever is greater, multiplied by the hourly wage rate prescribed under the relevant collective bargaining agreement.

2. METERING AND SAMPLING FACILITY. TOWN, at no cost to CITY, has installed, and now operates and maintains a wastewater metering and sampling facility known as the Oneida Creek Pump Station.

3. SEWAGE VOLUME, QUALITY, SAMPLING AND EXCESS FLOW SURCHARGES.

a. Subject to approval by the New York State Department of Environmental Conservation (hereinafter referred to as the DEC) of the proposed flow and loading limits contained within this Article, CITY agrees to accept an average daily volume up to a maximum of 900,000 gallons of sewage in any 24 hour period.

b. Sewage received into CITY's sanitary sewer system from TOWN shall not exceed the following limits which are based on a flow of 900,000 GPD:

Parameter	Daily Maximum Load
Biochemical Oxygen Demand	1,700 ppd
Total Suspended Solids	2,627 ppd
Ammonia	225 ppd
Total Kjeldahl Nitrogen (TKN)	375 ppd
Total Phosphorous	113 ppd
Chlorine Demand	188 ppd

c. TOWN's discharge into CITY's sanitary sewer collection system shall have a pH within the range of 5.5 to 9.0.

d. City shall compile a minimum of one 24 hour composite sewage sample per week at the Town's Oneida Creek metering and sampling facility. At TOWN's option, one-half of any 24 hour composite sample may be retained by the TOWN to conduct its own testing and analysis. At CITY's WWTP laboratory, samples shall be tested and analyzed for compliance with limits contained in Section 3(b), using National Environmental Laboratory Accreditation Conference (NELAC) approved test methods then in effect for compliance with pollution concentration and load limits as prescribed herein. Upon completion of any testing performed by CITY on TOWN wastewater, CITY shall provide copies of the laboratory analysis to TOWN.

#### 4. TOWN's SEWER USE LAW.

a. TOWN shall maintain and enforce a Local Sewer Use Law (hereinafter referred to as "TOWN's LAW").

#### 5. SPECIAL PROVISIONS REGARDING APPROVAL OF NEW CONNECTIONS TO THE SYSTEM FOR NON-RESIDENTIAL USERS.

a. Unless there is a new connection moratorium in effect as described herein, TOWN shall have sole approval authority regarding new connection of residential properties to TOWN's sanitary sewer collection system which do not exceed two dwelling units.

b. CITY's Engineer shall have final approval authority, which shall not be unreasonably withheld, for all applications to connect to the SYSTEM received by TOWN from applicants which propose to discharge, or have the potential to discharge, other than domestic sewage. This shall include, but is not limited to: residential properties having three or more dwelling units, commercial properties, institutional services and industrial enterprises. CITY further reserves the right to require TOWN to include and enforce special conditions and/or discharge limits in new connection permits as to flow and sewage quality for non-residential connections which it deems are necessary to insure the proper and efficient operation of its WWTP, to insure its ability to treat sewage received from TOWN at its WWTP, to insure its ability to comply with discharge limits established in its State Pollution Discharge Elimination System Permit (hereinafter referred to as SPDES PERMIT), to insure the health and safety of the WWTP work staff, and to insure that its bio-solids disposal options are not restricted. CITY agrees to promptly provide in writing to TOWN and the applicant the specific basis for denial of any such application to connect.

c. It is recognized that the wastewater service provided for hereunder shall include facilities of the NATION at its Turning Stone Casino site. CITY acknowledges NATION's position that, as a sovereign nation, it may not be bound by or obligated to comply with certain laws, ordinances, rules and regulations of

New York State, the United States, or of a local unit of government. However, TOWN agrees that in any wastewater service agreement it enters into with the NATION, it shall include a provision, acceptable to the CITY, whereby NATION acknowledges TOWN's and CITY's obligation to comply with all laws, ordinances, rules and regulations applicable to municipal provision of wastewater service. To ensure TOWN's and CITY's ability to comply with said federal, state and other law, the agreement between TOWN and NATION shall include the NATION's consent to the use by CITY and TOWN of the enforcement provisions and procedures set forth in the TOWN LAW and CITY's Sewer Use Ordinance applicable to the use and operation of the wastewater system, which shall be enforceable in New York State Supreme Court. In no event, however, shall the NATION'S consent to enforcement result in placement of any lien or levy upon NATION land or property or constitute, or be construed to constitute, a waiver of sovereign immunity by the NATION, except to the extent specifically provided for in the agreement between TOWN and the NATION. Further, TOWN's agreement with NATION shall include a provision, acceptable to CITY, that at such time as institutional, industrial or facility waste other than domestic or residential type waste is proposed for acceptance from Nation sites, the NATION must agree that such discharge shall be in accordance with: (i) the standards that would otherwise apply to a non-sovereign end user that desires to maintain "significant industrial user ('SIU')" permit; and (ii) the standards that would be otherwise apply to a non-sovereign end user set forth in the requirements under TOWN LAW and CITY's Sewer Use Ordinance then in effect, and in conformance with Sections 5(b) and 5(d) of this agreement. To abide by the aforementioned standards shall not constitute or be construed to constitute a waiver of its sovereignty, except to the extent specifically provided in the agreement between NATION and TOWN.

d. In the case of applications to connect to the SYSTEM received from industrial enterprises other than the NATION which meet the definition herein of a Significant Industrial User (hereinafter referred to as an "SIU"), CITY on behalf of TOWN reserves the further right to directly issue to the applicant an Industrial Sewer Use Permit. Such a permit issued by CITY may include, but is not limited to, the following provisions: discharge flow limits; discharge load limits; sampling, monitoring, testing and reporting requirements; discharge pretreatment requirements; requirement to comply with the CITY's Enforcement Response Plan (hereinafter referred to as the "ERP") including any administrative orders issued by the CITY as provided therein; self reporting; and designation of a court having jurisdiction in the event the permittee fails to comply with any order issued by the CITY under provisions of its ERP. CITY may directly charge the applicant an annual industrial sewer use permit fee at the rate established in its Sewer Use Ordinance.

e. In the course of reviewing an application for a new connection, CITY may require additional information be submitted by the applicant. Such notifications shall be made in writing to TOWN within fifteen (15) calendar days after CITY's

receipt of the application from TOWN. Following receipt of all information necessary to act on the application, CITY shall provide a NOTICE OF COMPLETE APPLICATION to TOWN.

f. CITY shall act within 15 calendar days after issuing a NOTICE OF COMPLETE APPLICATION to approve or disapprove an application for connection to the SYSTEM received from TOWN. CITY shall provide its reasons in writing to TOWN for disapproval of any application

g. In recognition of the difficulty in controlling and monitoring the quality of liquid waste discharged by a transient population and its potential to adversely impact CITY's WWTP operations, TOWN agrees that in the event a proposal is made by NATION to connect any facility associated with the NATION's Recreational Vehicle Park located on New York State Route 365, approval shall not be granted until the TOWN has received written authorization from the City. Said authorization may require the NATION to comply with special conditions and/or requirements deemed necessary by CITY in order to protect the operation and functioning of its WWTP. CITY shall negotiate in good faith the special conditions as the necessity therefor is solely to insure against potential adverse impact on CITY's WWTP.

#### 6. RIGHT/REQUIREMENT TO DECLARE NEW CONNECTION MORATORIUM.

a. TOWN shall implement and comply with any wastewater system new connection moratorium if so declared by CITY's Common Council consistent with the terms hereof, or if directed by the DEC or any other agency legally empowered to issue such a declaration.

b. CITY may require TOWN to unilaterally impose a new connection moratorium when any of the following conditions have occurred:

(1) TOWN's average daily sewage flow has exceeded 900,000 GPD for a period of two consecutive monthly billing periods.

(2) One pollutant parameter exceeds the maximum daily load prescribed in Section 3(b) of this AGREEMENT by greater than twenty percent (20%) as determined by sampling, testing and analysis performed during four (4) successive weeks.

(3) Any two or more pollutant parameters individually exceed the maximum daily load prescribed in Section 3(b) of this AGREEMENT by greater than twenty percent (20%) as determined by sampling, testing and analysis performed during four (4) successive weeks.

(4) TOWN's pH is outside the range prescribed in Section 3(c) for four

(4) successive weeks or any two (2) samples taken during three consecutive billing months.

c. If imposed by CITY for reasons stated in Section 5(b), a TOWN new connection moratorium shall be lifted when the condition which caused the moratorium has been abated to the following respective levels/conditions:

(1) If declared for excess discharge, when TOWN's average daily sewage flow has not exceeded 900,000 GPD for a period of two consecutive monthly billing periods.

(2) If declared for discharge of pollutants in excess of prescribed limits, when all pollutant parameters have been less than the maximum daily loads prescribed in Section 3(b) of this agreement for eight (8) successive weeks.

(3) If declared due to pH values outside of the prescribed range, when the pH is within the range prescribed in Section 3(c) for eight (8) successive weeks.

d. Before CITY imposes a new connection moratorium on TOWN based on analytical results for pollutant parameters exceeding limits prescribed in Section 3(b), CITY shall have implemented a weekly sampling, testing and analysis program in order to document the validity of its action(s). Prior to imposing a moratorium for pollutant parameter, pH, or volume excesses, CITY agrees to promptly provide TOWN with its written findings and notice that the proposed moratorium will be instituted fifteen (15) days after receipt thereof by TOWN. Simultaneously, CITY shall also provide NATION with a copy of said findings and notice. Within such period, TOWN may take corrective action to return TOWN discharge to acceptable limits, to thereby avert the moratorium.

e. Once a new connection moratorium is imposed for reasons other than excess flow, CITY shall continue weekly sampling and analysis to verify when TOWN's discharge has abated to a level(s) which would allow lifting the new connection moratorium. Once a new connection moratorium is imposed the cost of weekly sampling in excess of one sample per week shall be borne by TOWN, including the cost of all labor, supplies and materials expended by CITY to collect and test the additional samples. Any such additional costs shall be itemized by CITY and added to TOWN's monthly bill. CITY agrees to split all samples with TOWN for the purpose of TOWN employing an independent laboratory, properly certified and approved by New York State, to perform testing. However CITY's certified testing laboratory at its WWTP shall remain the laboratory of record for the basis of making all determinations relevant to lifting a connection moratorium.

**7. CEASE AND DESIST ORDERS.** If at any time sewage flow from TOWN being received into CITY's sanitary sewer collection system is exceeding the limits

prescribed in Section 3(b) and 3(c) of this agreement such that CITY can demonstrate that it has caused a condition to exist whereby CITY: cannot assure the proper and efficient operation of its WWTP, cannot assure its ability to treat sewage received from TOWN at its WWTP, cannot achieve discharge limits established in its SPDES PERMIT, believes a condition to exist which endangers the health or safety of the WWTP work force or impairs CITY's bio-solids disposal options. CITY may issue a written Cease and Desist Order to TOWN, with a copy sent simultaneously to NATION. A Cease and Desist order shall describe the reasons for its issuance, the corrective actions to be pursued by TOWN, the date by which compliance is required, and the subsequent actions which CITY may take if compliance is not achieved by TOWN. Such potential actions CITY may consider and implement include termination or restriction of service.

8. SEPTAGE. This AGREEMENT creates no obligation on the part of CITY to accept septage generated in TOWN for treatment at CITY's WWTP.

9. FUTURE EXPANSION OF TOWN'S SEWER DISTRICT.

a. TOWN acknowledges CITY's intent to maintain sufficient reserve capacity at its WWTP for future expansion of CITY's sanitary sewer collection system. TOWN further acknowledges that upon entering into this AGREEMENT, CITY has made no commitments or representations to TOWN that it will accept sewage from TOWN which exceeds the volume and load limits prescribed in Sections 3(a) and 3(b).

b. CITY acknowledges that TOWN, upon entering into this agreement, has made no commitments or representations to CITY that it will continue to be a customer of CITY's WWTP beyond the expiration of this agreement.

c. CITY agrees that should TOWN wish to undertake an engineering study for the purpose of determining the feasibility of expanding the treatment capacity of CITY's WWTP for the purpose of potentially receiving additional sewage from TOWN, CITY will participate by: attending meetings, providing WWTP performance data, allowing inspections and evaluations of its existing WWTP, and reviewing and commenting on reports. TOWN agrees that as part of such study, in addition to an expansion of CITY's WWTP to serve TOWN's anticipated future needs, TOWN will include in its evaluation of additional treatment capacity an amount to be defined by CITY for the purpose of planning CITY's future growth and development. TOWN agrees that it will assume all monetary costs for such an engineering study.

d. CITY agrees that should CITY undertake an engineering study for the purpose of determining the feasibility of expanding the treatment capacity of CITY's WWTP for the purpose of potentially receiving additional sewage, CITY will



include in its evaluation of additional treatment capacity an amount to be defined by TOWN for the purpose of planning for TOWN's future growth and development.

e. In the event that CITY and TOWN both agree that an engineering study has demonstrated that it is feasible and mutually beneficial to consider an expansion of CITY's WWTP, CITY and TOWN further agree to negotiate in good faith on the terms and conditions whereby such a WWTP expansion project may be undertaken.

#### **10. ESTABLISHING DISCHARGE FEE FOR WASTEWATER SERVICES.**

a. As compensation for the acceptance, transportation and treatment of wastewater under this AGREEMENT, TOWN, acting on behalf of its sewer district, will pay to CITY a fee based on the formula established in Appendix B. CITY shall read and record the totalizer reading at the Town's Oneida Creek Pump Station on the last work day of each month. The wastewater characteristics of the Town's discharge shall be determined from weekly analytical samples during the month for the parameters outlined in Appendix B. The collected information will be used to determine the monthly wastewater fee utilizing the formula contained in Appendix B.

b. CITY shall bill TOWN, and TOWN shall pay CITY, monthly, for wastewater services. For purposes of preparing the bill, CITY shall prepare and forward a bill to TOWN not later than the fifth work day of each month. TOWN agrees to pay such bills within 30 days of receipt, after which interest shall accrue at nine per cent per year until paid.

c. In order to allow TOWN to prepare its annual budget for its sewer district, CITY agrees to provide TOWN with a draft budget for the following year, on or before September 30th of each year. CITY will provide Town with final budget for TOWN by December 10th of each year.

d. CITY shall provide budget and revenue information and shall provide TOWN with reasonable access to its books and records to enable TOWN to verify said information.

e. On or before March 1st following the completed budget year, CITY shall provide to TOWN a Report of Operations summary for the previously completed budget year. The Report of Operations shall calculate an adjustment for the completed budget year which shall be based on actual expenses as compared to budgeted expenses. The calculated adjustment shall then be used to modify the monthly amount due for each monthly bill for the remainder of the year to rectify overage or underage in the estimated amount of "B" - Annual O&M plus applicable debt service costs for the TOWN. The adjustment so calculated shall then become

"Adjust" parameter in the fee calculation as shown in Appendix B.

f. The billing formula set forth in appendix B shall be effective the month following the Phase I improvements have been constructed and implemented.

**11. INDEMNIFICATION.**

a. TOWN shall indemnify and save CITY harmless from any loss, cost or expense of any kind or nature, including imposition of administrative fines or other sanctions and DEC required corrective work to the infrastructure, and from any liability incurred by any person or entity on account of any damage to person or property arising out of any failure of TOWN to maintain, repair or operate its infrastructure or to maintain discharge limits to CITY's sanitary sewer system in accordance with this Agreement; provided however, that TOWN shall not be obligated to indemnify and save CITY harmless from any loss, cost or expense of any kind or nature arising from acts of the God, CITY's negligence or circumstances beyond TOWN's control.

b. CITY shall indemnify and save TOWN harmless from any loss, cost or expense of any kind or nature, including imposition of administrative fines or other sanctions, and from any liability incurred by any person or entity on account of any damage to person or property arising out of any failure of CITY to maintain, repair or operate its sanitary sewer system in accordance with this Agreement; provided however, that CITY shall not be obligated to indemnify and save TOWN harmless from any loss, cost or expense of any kind or nature arising from acts of God, TOWN's negligence or circumstances beyond the CITY's control.

**12. TERM OF AGREEMENT.** The initial Term of this AGREEMENT shall commence on the date it is executed by the last to sign of CITY and TOWN, and shall continue for a period of thirty (30) years. This AGREEMENT shall be automatically renewed for a period of ten (10) years on the same terms and conditions, at the end of the Initial Term and each Renewal Term (each successive ten (10) year period shall be deemed a "Renewal Term"). However, either the TOWN or the CITY may deliver to the other party a written notice of termination of this AGREEMENT at least two (2) years prior to the expiration of the then current Initial or Renewal Term, and the agreement shall terminate at the end of the then term.

**13. NOTICES.** All notices, demands, requests, consents or other communications provided for or permitted to be given pursuant to this AGREEMENT shall be in writing and shall be mailed by first class mail, telecopied (but if telecopied shall also be mailed by first class mail), or delivered to CITY or TOWN at its address set forth below:

If to CITY:

City of Oneida

City Hall  
109 N. Main Street  
Oneida, New York 13421

Attention: Mayor  
If to TOWN:

Town of Verona  
Germany Road  
P.O. Box 249  
Durhamville, New York 13054

Attn: Supervisor

Notices required to be given to the Oneida Indian Nation shall be sent to:  
Oneida Indian Nation  
Executive Offices  
C/o Turning Stone Resort  
5218 Patrick Road  
Verona, New York 13478

Attention: Ray Halbritter  
Nation Representative

14. **INVALID PROVISIONS.** If any part of this AGREEMENT shall be held invalid or unenforceable by any court of competent jurisdiction, the remaining parts or portions shall remain in full force and effect.

15. **AMENDMENTS OR MODIFICATIONS.** Any modifications or amendments to this AGREEMENT shall be in writing, approved and authorized for execution by resolution of the legislative body of each party, and signed by an authorized representative of each party.

16. **PRIOR AUTHORIZATION.** Each party represents to the other that it is empowered to enter into this AGREEMENT, that the execution of this AGREEMENT has been authorized by the legislative body of the party pursuant to resolution duly approved and adopted at a public meeting held in conformance with the Open Meetings Law, and that this AGREEMENT has been duly executed by an authorized representative of the party.

17. **SETTLING DISPUTES.** Disputes arising out of this AGREEMENT shall be resolved through arbitration, in accordance with the rules of the American Arbitration Association, the result of which shall be binding upon the parties.

Either party may demand in writing to the other that the matter in controversy be submitted to arbitration, and if not objected to in writing by the other party within ten (10) days of receipt of demand, the matter shall be so submitted. Upon timely objection to arbitration, the parties shall be free in place of arbitration to proceed with other means and proceedings for remedy as may be available at law or equity, the institution of any judicial action or proceeding, however, being in Supreme

18. ENTIRE AGREEMENT. This AGREEMENT constitutes the entire agreement between the parties hereto and supersedes any prior agreement between the parties relating to the subject matter hereof. This AGREEMENT is binding upon and shall inure to the benefit of the parties and their respective and permitted successors and assigns.

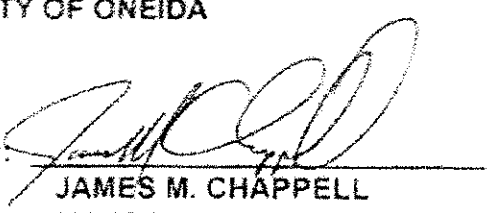
19. NON-ASSIGNABLE. This agreement may not be assigned without the written permission of the other party. This Agreement is made by the Town Board of the Town of Verona on behalf of the Route 365 Sewer District and other Sewer Districts of the TOWN which may be created.

WITNESS the signatures and seals of parties on the date first mentioned above.

CITY OF ONEIDA

Seal

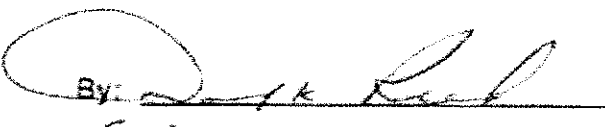
By:

  
JAMES M. CHAPPELL  
MAYOR

Seal

TOWN OF VERONA

By:

  
SUPERVISOR  
DAVID K. REED

#### APPENDICES

- A. Phase I Improvements Cost Summary
- B. Rate Calculation

# APPENDIX A

## Phase I Improvements Cost Summary

Item	Unit	Qty	Unit Cost	Material Cost	Labor Multiplier	Labor Cost	Total Cost
Mobilization	LS	1				\$15,000	\$15,000
<b>Aeration Work</b>							
Demolition	LS	1				\$15,000	\$15,000
Aeration Diffused Equipment <sup>(2)</sup>	LS	1	\$135,000	\$135,000	0.25	\$33,750	\$168,750
Process Blower and Accessories <sup>(4,6)</sup>	EA	3	\$141,250	\$423,750 fixed		\$18,000	\$441,750
Aeration Piping, Fittings and Valves <sup>(4,6)</sup>	LS	1	\$33,000	\$33,000	0.50	\$16,500	\$49,500
Power & Control <sup>(6)</sup>	LS	1	\$50,000	\$50,000	0.25	\$12,500	\$62,500
<b>Control and Efficiency</b>							
Dissolved Oxygen Probes	EA	8	\$3,500	\$28,000	0.10	\$2,800	\$30,800
Flow Meters	EA	8	\$3,500	\$28,000	0.10	\$2,800	\$30,800
System Integration	LS	1	\$5,000	\$5,000	0.25	\$1,250	\$6,250
<b>Subtotals</b>				<b>\$702,750</b>		<b>\$117,600</b>	<b>\$820,350</b>

Contingency \$139,283  
Contractor Overhead & Profit \$104,462  
**Estimated Construction Cost \$1,064,095**

Engineering (7) \$188,032  
**Estimated Project Cost \$1,252,127**

### Notes:

- (1) New FRP selector baffles installed in both trains.
- (2) Assumes AeroStrip diffusers.
- (3) Assumes new larger s.s. aeration piping and valves.
- (4) Based on new Turbex blowers and inlet/discharge valves.
- (5) Based primary effluent piping modification to south train
- (6) Contingent on evaluation of existing blowers
- (7) Design and construction phase services

## APPENDIX B

### A Wastewater Rate Calculation

The sewer use charge shall be computed by City Engineer using the following formula:

$$UC(i) = (B/1200 * [(BB * \frac{BIA}{BA}) + (BS * \frac{SIA}{SA}) + (BP * \frac{PIA}{PA}) + (BN * \frac{NIA}{NA}) + (BF * \frac{FIA}{FA})]) - ADJUST$$

Where:

- UC(i) = Total monthly sewer service charge
- B = Annual O&M plus applicable debt service costs for the Town of Verona
- BB = Percent of POTW budget attributable to the treatment of BOD
- BS = Percent of POTW budget attributable to the treatment of suspended solids
- BP = Percent of POTW budget attributable to the treatment of total phosphorus
- BN = Percent of POTW budget attributable to the treatment of TKN
- BF = Percent of POTW budget attributable to the treatment of flow
- BIA = Average daily BOD loading (lb/day) from POTW user
- SIA = Average daily suspended solids loading (lb/day) from POTW user
- PIA = Average daily total phosphorus loading (lb/day) from POTW user
- NIA = Average daily TKN loading (lb/day) from POTW user
- FIA = Average daily flow from POTW user
- BA = Average daily BOD loading (lb/day) at the POTW treatment plant
- SA = Average daily suspended solids loading (lb/day) at the POTW treatment plant
- PA = Average daily total phosphorus loading (lb/day) at the POTW treatment plant
- NA = Average daily TKN loading (lb/day) at the POTW treatment plant
- FA = Billable flow<sup>1</sup>

ADJUST - Difference between CITY's budgeted annual O&M plus applicable debt service costs for the TOWN for the past year and the CITY's actual annual O&M plus applicable debt service for the TOWN for the past year

## NOTES

<sup>1</sup> Billable flow is defined to mean the total of the following

- (a) Annual sum of the metered water consumption for all users of the City of Oneida POTW, with the exception of significant industrial users, and users of the CITY POTW whose access to the POTW is governed by an intermunicipal agreement under § 139-25 of Chapter 139, Sewer, Part 1, Sewer use, for the preceding calendar year divided by 12, plus
  - (b) Sum of the actual wastewater flow for the month being invoiced for all significant industrial users; and
  - (c) Sum of the actual wastewater flow for the month being invoiced from those users of the City of Oneida POTW whose access to the POTW is governed by an intermunicipal agreement under § 139-25 of Chapter 139, Sewers, Part 3, Sewer Use.
- B. The sewer use charge shall be applied to the user on user's water bill and shall be distinctly denoted as "sewer use". Charges for the first charge prior shall be based on estimated operation and maintenance costs for those periods and the anticipated water consumption. Rates shall be adjusted as required to keep the charges at levels which will fully reimburse the total operation and maintenance costs to the city, but at the same time will not create excess revenue over and above actual operation costs, capital costs and capital reserves as stated below:
- C. Consistent with General Municipal Law § 453 and § 139-10 of this chapter, nothing herein shall prevent the inclusion within the sewer use charge of an additional amount sufficient to pay for capital improvements, including replacement of sewers, treatment plant additions and sewer extensions, and principal and interest on obligations incurred therefore

The monthly wastewater charge (MWC) will be the UC(i)

### B. Energy Credit

As a result of the implementation of the Phase I Improvements at the City WWTP, the City will realize significant energy savings. The City has agreed to credit the Town's MWC a portion of the City's realized energy savings as a result of the implemented Phase I Improvements. The City will determine the energy cost associated with the treatment on a per pound of BOD basis (PEC) prior to the implementation of the Phase I Improvements. Following the implementation of the Phase I Improvements, the City will track the energy costs on a per pound BOD basis (CEC). In addition, the City will track the Total Pounds of BOD treated on a monthly basis (TPB).

The monthly energy savings will be calculated in the following manner  
$$(PEC \times TPB) - (CEC \times TPB) = MES$$

The City has agreed to credit the Town for their capital contribution to the City for the Phase I Improvements. The City has agreed to provide a credit of 67% of the MES to the Town on a monthly basis.

c. Total Monthly Bill

The monthly charge for wastewater services (TMB) to the Town is determined using the following formula:

$$MWC - MES = TMB$$

Where MWC = UCh)



## AGREEMENT

THIS AGREEMENT (this "Agreement") is made by and between the Oneida Indian Nation, a sovereign Indian nation (the "Nation"), and the Town of Verona, a municipal corporation in the State of New York (the "Town"), acting on its own behalf and on behalf of the water and sewer districts to be created by it (the "Districts").

WHEREAS, to continue building a firm friendship with the Nation and to improve and protect the environment for the benefit of its residents and the Nation, the Town desires to establish a municipal water and sewer system that will serve a portion of the Town and the Nation;

WHEREAS, to continue building a firm friendship with the Town and to plan for a future that will benefit Indians and non-Indians alike, the Nation desires to make a gift to the Town, which the Town shall use to construct the water and sewer system described herein; and

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Nation and the Town, for itself and the Districts, agree as follows:

### ARTICLE 1

Initial  
Installment  
of Gift

The Nation will make the initial installment of the gift in an amount equal to approximately \$893,000, which the Town will use to complete certain legal, technical and administrative work required to establish a municipal water and sewer system within the Route 365 corridor of the Town in accordance with the terms set forth herein; such work shall include the formation of the Districts, the engineering design and construction monitoring.

### ARTICLE 2

Design And  
Construction  
Administration

The Town will use the initial installment of the gift to have contract drawings prepared for: (i) a sanitary sewer system, (ii) a 31,000 lineal feet potable water system, (iii) two sewage pumping stations, (iv) a one million gallon elevated water storage tank, (v) meter pits, and (vi) associated appurtenances. If requested by the Nation, the Town shall provide for the administration of the construction contract(s). In addition, the Town shall

perform daily monitoring of the construction process to ensure that the construction conforms to the contract documents.

### ARTICLE 3

#### Districts To Own And Operate

The Town will use its best efforts to establish the Districts and provide the administrative mechanisms that will enable the Districts to own, operate and maintain the water and sewer systems.

### ARTICLE 4

#### Town to Obtain Approvals, Easements and Property

The Town, acting on its own behalf and on behalf of the Districts, will submit the necessary applications and will use its best efforts to obtain the necessary approvals and permits required for the provision of water to, and the collection of wastewater from, the Districts in accordance with the terms hereof, and for the construction, operation and maintenance of the water and sewer systems. Further, the Town shall acquire the necessary easements and property rights required for the construction of the water and sewer systems, including without limitation securing sites for the pump stations and the water storage tank.

### ARTICLE 5

#### Town To Enter Agreements

The Town, acting on its own behalf and on behalf of the Districts, will use its best efforts to enter into agreements with the City of Oneida pursuant to which the City of Oneida shall agree to provide to the Town or the Districts, as the case may be, a minimum of 240,000 gallons of potable water per day (the "City/Town Water Agreement") and to accept for treatment a minimum of 250,000 gallons of wastewater per day (the "City/Town Wastewater Agreement"), each at wholesale rates. Further, the Town will use its best efforts to obtain the City of Oneida's consent to provide the Nation with notice of any default under the agreements between the Town and the City of Oneida and the right to cure said defaults.

## ARTICLE 6

### Nation To Construct

The Nation agrees that, upon the Town's receipt of the necessary approvals and permits required for the construction of the water and sewer systems and the execution of the agreements between the Town and the City of Oneida in a form satisfactory to the Nation, as reasonably determined by the Nation, the Nation shall use its resources to construct, at a cost currently estimated to be approximately \$7 million (which amount includes the initial installment of the gift referenced in Article 1 hereof), the water and sewer system facilities identified in the January 1995 report entitled "Route 365 Corridor Water and Sewer Facilities," a copy of which is attached hereto as Attachment A and incorporated herein by reference. The maps (which are modified from those set forth in the January 1995 report) showing the final location of the water and sewer system facilities is attached hereto as Attachment B, and incorporated herein by reference.

## ARTICLE 7

### Nation Offers Construction As Gift

Upon completion of the construction of the water and sewer facilities described herein in a manner satisfactory and acceptable to both the Nation and the Town, acting on its own behalf and on behalf of the Districts, the Nation shall gift said facilities to the Districts.

## ARTICLE 8

### Town Accepts Gift

The Town, on its own behalf and on behalf of the Districts, agrees to accept the gift of the water and sewer facilities, and thenceforth to own, operate and maintain in good repair such facilities.

## ARTICLE 9

### Town Provides Service

The Town, on its own behalf and on behalf of the Districts, agrees to provide at least 150,000 gallons of water per day to, and accept at least 150,000 gallons of wastewater per day from, the Nation's facilities for a period of ten (10) years

(the "Initial Term"). This Agreement shall automatically renew for an additional ten (10) year period, on the same terms and conditions, at the end of the Initial Term and each Renewal Term (each successive ten (10) year period being referred to as a "Renewal Term"). Notwithstanding the foregoing, either party may deliver to the other party a written notice of termination of this Agreement at least two (2) years prior to the expiration of the Initial Term or any Renewal Term, and the Agreement shall terminate at the end of such term.

#### ARTICLE 10

##### User Rates

The Nation agrees to pay a reasonable fee, which may be modified from time to time as determined by the parties, for the Nation's use of the water and sewer systems to be constructed in accordance herewith. The fee shall be based upon the per diem volume of water used by the Nation's facilities that are connected to the water and sewer systems multiplied by the wholesale rate (including any capital improvement surcharge imposed by the City of Oneida) charged by the City of Oneida to the Districts, plus the Nation's pro rata share (based on the Nation's per diem consumption compared to the per diem consumption of the District) of the operating expenses charged by the City of Oneida to the Districts, plus the operation and maintenance charges established by the Districts and charged to all end users of the system. The fee shall not include charges relating to any extension of the water and sewer system beyond the systems contemplated herein nor surcharges established for the capital expansion of the systems by the Town.

#### ARTICLE 11

##### Metering

The Nation agrees to install water and wastewater metering facilities which meet or exceed the metering requirements established by the Town on behalf of the Districts. The Nation's metering facilities shall be located in a place that is accessible to the Town in accordance with the Nation's reasonable time, place and manner restrictions.

## ARTICLE 12

### Reimbursement for Differential Cost

The Town has commenced a proceeding in the Supreme Court, Oneida County, against the Department of Environmental Conservation ("DEC"), Louis B. DeMario Enterprises, Inc. ("LBD"), and the City of Oneida, et al. (Index No. 94-12744) (the "Article 78 Action"), which relates to the City of Oneida's proposed composting of bio-solids from its Waste Water Treatment Plant ("WWTP") at the proposed Jug Point Road facility ("Site"). The Town has agreed to make certain payments (the "Cost Differential Payments") to the City of Oneida, commencing January 1, 1996, if the Town succeeds in preventing the City of Oneida (acting through its agent, LBD) from composting the City of Oneida's WWTP bio-solids at the Site, as a result of a Court order that: (i) composting at the Site is contrary to the Town's zoning; or (ii) the DEC did not follow the procedures required by the State Environmental Quality Review Act when it issued the permit authorizing the composting of bio-solids at the Site.

The Cost Differential Payments shall be calculated based on the difference between: (y) the cost of landfilling the bio-solids, which cost shall be computed based on the actual tonnage disposed at the Madison County Landfill times the established landfill rate per ton, as the rate may change from time to time, and (z) the cost of composting the bio-solids, which cost shall be computed based on the greater of the actual tonnage of bio-solids disposed at the Madison County Landfill, or the minimum number of tonnage of bio-solids which would have been required under the terms of the City of Oneida's agreement with LBD, dated November 16, 1994 (the LBD Agreement), times the rate which would have been in effect if the LBD Agreement was in full force and effect. Should a method for disposing of the WWTP bio-solids, which costs less than the rate charged at the Madison County Landfill, become available to the City of Oneida within a ten mile radius of the City of Oneida's WWTP, and said alternative disposal complies with state and federal regulations, the Cost

Differential Payment shall be adjusted so that it is based on the differential between this lower cost disposal option and the rate that would have been in effect under the LBD Agreement. In no event shall the Town be obligated to make the Cost Differential Payments if, for reasons unrelated to the Article 78 Action, the DEC revokes the Part 360 permit issued to LBD or LBD discontinues operations at the Site.

If the Town is obligated to make the Cost Differential Payments in accordance with the terms set forth above, the Nation agrees to reimburse the Town for a pro rata share thereof, which pro rata share shall be based on the amount of wastewater produced by the Nation on a daily basis compared to the amount of wastewater produced by the District as a whole on a daily basis. Said pro rata share shall be added to the monthly bills sent to the Nation under Article 13 hereof for the services provided hereunder.

#### ARTICLE 13

Payment for  
Service

The Nation agrees to receive bills for the fees established in accordance with Article 10 and to pay such bills within fourteen (14) calendar days of its receipt of the same. Past due bills shall be assessed reasonable late fees and interest in accordance with the rates established by the Town on behalf of the Districts for all end users of the water and sewer systems.

#### ARTICLE 14

Nation To  
Establish Rules

The Nation recognizes that, for the protection of the environment and the protection of the water and sewer systems to be owned by the Districts and those owned by the City of Oneida, the Town, on its own behalf and on behalf of the Districts, will establish rules and regulations to govern the use of the water and sewer facilities. The Town acknowledges the Nation's legal position that, as a sovereign nation, the Nation will not be bound by or obligated to comply with said rules and regulations. Notwithstanding the foregoing, in recognition of the Nation's desire to protect the environment and the

water and sewer systems, the Nation will establish, on and of its own accord, rules and regulations to govern the use of the water and sewer facilities by persons or business enterprises located upon land that is occupied and controlled by the Nation and to which the Nation has title by recorded deed. The Nation's rules and regulations will provide equal or greater protection to the water and sewer facilities than the protection afforded by the Town's rules and regulations. If use of the facilities by persons or business enterprises situated upon the land occupied and controlled by the Nation and to which the Nation has title by recorded deed fails to comply in a material way with the Nation's rules and regulations, and after the Nation has been given reasonable notice and the opportunity to cure said non-compliance, including the resolution of any dispute by arbitration, the Town can terminate the connection between the Nation's facilities and the facilities owned by the Town or the Districts.

#### ARTICLE 15

##### Nation Consent

The Town hereby acknowledges the Nation's legal position that, as a sovereign Indian nation, the Nation is not bound by or subject to the laws, rules and regulations of any federal, state, county or other governmental entity. Notwithstanding the foregoing, in recognition of the obligation of the City of Oneida and the Town to abide by such laws, rules and regulations as the same may apply to a municipality's provision of water and sewer services, and to ensure the protection of the water and sewer system, the Nation agrees to the use by the City of Oneida and the Town of the enforcement procedures set forth in the Town's Law, as defined in the Town/City Wastewater Agreement, and the City of Oneida's Sewer Use Ordinance to the extent that such procedures would apply to the use and operation of the water and sewer system by a non-sovereign entity. Such procedures shall be enforceable in the City of Oneida's Court or the Town's Justice Court. Notwithstanding the foregoing, the Nation's consent to said enforcement procedures shall not result in

either the placement of any lien or levy upon Nation land or property, or constitute, or be construed to constitute, a waiver of sovereign immunity by the Nation, except to the extent specifically provided for in Article 20 of this Agreement. Further, the Nation agrees that, prior to discharging any non-domestic or non-residential wastewater from any Nation site, such discharge shall comply with: (i) the standards that would otherwise apply to a non-sovereign end user that must obtain and maintain a "significant industrial user" permit, as defined by the City of Oneida's Sewer Use Ordinance; and (ii) the standards set forth in the Town's Law and the City of Oneida's Sewer Use Ordinance, as the same conform to Sections 5(b) and 5(d) of the City/Town Wastewater Agreement, which would otherwise apply to a non-sovereign end-user. The Nation's agreement to abide by the aforementioned standards shall not constitute, or be construed to constitute, a waiver of its sovereign immunity, except to the extent specifically provided for in Article 20 of this Agreement.

#### ARTICLE 16

##### Indemnity

The Nation will indemnify the Town from and against such losses, costs, fines, expenses or other liabilities incurred by the Town as a result of the Nation's failure to use the facilities located upon the land occupied and controlled by the Nation and to which the Nation has title by recorded deed in accordance with the terms of any agreement between the Nation and the Town or the Districts.

The Town, on its own behalf and on behalf of the Districts, will indemnify the Nation from and against such losses, costs, fines, expenses or other liabilities incurred by the Nation as a result of the negligence of the Town or the Districts or the failure of the Town or the Districts to operate the water and sewer systems in accordance with the terms of any agreement between the Nation and the Town and the Districts, as the case may be.



## ARTICLE 17

### Incremental Payment Schedule

The Nation and the Town agree to the following schedule for the incremental payments of the initial \$893,000 installment of the gift. The Town will use the gift only for the purposes and in the amounts described herein. The Town will refund to the Nation any amounts not used for the designated purpose, and will, upon request, account to the Nation for the use of all portions of the gift.

1. The Nation has paid, and the Town has accepted, an initial installment of the gift in the amount of \$180,000.
2. Upon commencement of the following stages, whose estimated start dates are listed, the Nation shall pay, and the Town shall accept, the following amounts. The Town shall provide the Nation with five (5) days' prior written notice of the start of each stage and its need for the next installment of the gift. Notwithstanding the foregoing, the Nation shall not be obligated to make any of the payments referenced below in (b) through (l) until the Town has formed the Districts and the Town and the City of Oneida have executed the agreements referenced in Article 5 hereof.

(a) The initial payment of \$180,000, covered project start-up, district formation, legal review, soil boring coordination, design preparation, mapping coordination, and other aspects of project initiation.

(b) February 1995, preliminary design, tank design, and tank contractor review: \$50,000.

(c) March 1995, design plan preparation and preliminary construction services for tank: \$75,000.

(d) April 1995, final design,

permit submittals, right of way mapping, tank shop drawing review, and right of way acquisition: \$150,000.

(e) May 1995, preliminary construction services for water and sewer facilities: \$100,000.

(f) June 1995, construction monitoring and related services: \$50,000.

(g) July 1995, construction monitoring and related services: \$50,000.

(h) August 1995, construction monitoring and related services: \$50,000.

(i) September 1995, construction monitoring and related services: \$50,000.

(j) October 1995, construction monitoring and related services: \$50,000.

(k) November 1995, construction monitoring and related services: \$50,000.

(l) December 1995, start-up/punch list: \$38,000.

#### ARTICLE 18

##### Construction Schedule

The Town and the Nation agree to the construction schedule delineated in the preceding Article.

#### ARTICLE 19

##### Monitoring Of Construction

Both the Nation and the Town shall designate a person(s) to monitor the construction process, the construction schedule and the necessary transfer of funds required to support the above schedule.

## ARTICLE 20

### Limited Waiver of Sovereign Immunity

The Nation and the Town, on its own behalf and on behalf of Districts, hereby waive their respective sovereign immunity from suit solely for the limited purpose of enforcement of the terms of this Agreement, and for obtaining damages or other remedies for the breach thereof, by the other party. These limited waivers of immunity are granted solely for purposes of implementing this Agreement by the parties hereto and shall be strictly and narrowly construed as limited waivers of sovereign immunity in any proceeding commenced for such purpose. Nothing contained in these limited waivers shall be construed to confer any benefit, tangible or intangible, on any person or entity not a party to this Agreement or as a waiver with respect to any such third person or entity.

All disputes that may arise in connection with this Agreement shall be referred to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Unless otherwise agreed to by the parties or otherwise determined by the arbitration panel, all arbitration proceedings shall be conducted in Syracuse, New York. Any and all decisions of the arbitration panel shall be binding, enforceable and unappealable. Any party may bring an action in a court of competent jurisdiction to enforce the decision of the arbitration panel.

## ARTICLE 21

### Approval

The parties agree that approvals are not required under 25 U.S.C. §§ 81 and 177. Further, the Nation hereby waives approval under 25 U.S.C. §§ 81 and 177.

## ARTICLE 22

### Miscellaneous

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

This Agreement may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

In the event that any one or more of the provisions contained in this Agreement are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

The Town agrees to forward to the Nation copies of all notices that the Town receives from the City of Oneida under the terms of either the City/Town Water Agreement or the City/Town Wastewater Agreement, which are not otherwise sent to the Nation under the terms of said agreements.

IN WITNESS WHEREOF, each of the undersigned parties, by legal authorization and through its lawfully designated representative, has hereunto set its hand and affixed its official seal as of the date set forth below.

Made this 30<sup>th</sup> day of May, 1995.

Witness:

ONEIDA INDIAN NATION  
A Sovereign Indian Nation

Shon Benford

[Nation Seal]

By:

Ray Halbritter  
Ray Halbritter  
Nation Representative

Witness:

TOWN OF VERONA  
A New York Body Politic

James A. V. V. V.

[Town Seal]

By:

Dr. Maurice Deeley  
Dr. Maurice Deeley  
Town Supervisor

POTABLE WATER AND WASTEWATER UTILITIES ON NATION LANDS*												
Group Number	Parcel Number	Location Number	Location	Jurisdiction	County	Tax Map Number (County Number)	Water/Sewer					
1	8		Route 365	Town of Verona	Oneida	298.000-1-30.3	No Public or Private Water & Sewer					
1	9		Route 365	Town of Verona	Oneida	298.000-1-38	No Public or Private Water & Sewer					
1	10	5233	Patrick Rd.	Town of Verona	Oneida	298.000-1-39	Public Water (City of Oneida) & Sewer(City of Oneida)					
1	11		Route 365	Town of Verona	Oneida	310.000-1-15.2	Wells, on-site treatment system					
1	19		Route 31	Town of Verona	Oneida	299.000-1-58.1	No Public or Private Water & Sewer					
1	34		Patrick Rd.	Town of Verona	Oneida	310.000-2-1	Public Water (City of Oneida) & Sewer(City of Oneida)					
1	39		Snyder Rd.	Town of Verona	Oneida	310.000-2-6.2	No Public or Private Water & Sewer					
1	40		Snyder Rd.	Town of Verona	Oneida	310.000-2-9	No Public or Private Water & Sewer					
1	41		Spring Rd.	Town of Verona	Oneida	299.000-1-1	No Public or Private Water & Sewer					
1	43		Spring Rd.	Town of Verona	Oneida	286.003-3-42	No Public or Private Water & Sewer					
1	44		Route 31	Town of Verona	Oneida	299.000-1-57.2	No Public or Private Water & Sewer					
1	45		Route 31	Town of Verona	Oneida	299.000-1-57.3	No Public or Private Water & Sewer					
1	46		Route 31	Town of Verona	Oneida	299.000-1-58.3	Well & Septic					
1	47		Snyder Rd.	Town of Verona	Oneida	310.000-2-6.1	Public Water (City of Oneida), Septic, Well					
1	51		Route 31	Town of Verona	Oneida	299.000-1-58.2	No Public or Private Water & Sewer					
1	66	4591	Snyder Rd.	Town of Verona	Oneida	298.000-1-41.1	No Public or Private Water & Sewer					
1	66	4591	Snyder Rd.	Town of Verona	Oneida	298.000-1-41.2	No Public or Private Water & Sewer					
1	69		Route 31	Town of Verona	Oneida	299.001-1-35.1	No Public or Private Water & Sewer					
1	72	4579	Snyder Rd.	Town of Verona	Oneida	298.000-1-42.2	No Public or Private Water & Sewer					
1	73	4577	Snyder Rd.	Town of Verona	Oneida	298.000-1-42.1	No Public or Private Water & Sewer					
1	74		Route 31	Town of Verona	Oneida	299.000-1-56.2	No Public or Private Water & Sewer					
1	86		Beacon Light Rd.	Town of Verona	Oneida	299.000-1-55.2	No Public or Private Water & Sewer					
1	88	5522	Route 31	Town of Verona	Oneida	299.001-1-36	No Public or Private Water & Sewer					
1	89		Route 365	Town of Verona	Oneida	298.002-3-15.1	No Public or Private Water & Sewer					
1	101	5404	Route 31	Town of Verona	Oneida	299.000-1-27	No Public or Private Water & Sewer					
1	102	5635	Cooper St.	Town of Vernon	Oneida	312.000-1-52.1	No Public or Private Water & Sewer					
1	104	5467	Cooper St.	Town of Vernon	Oneida	312.000-1-65	Well & Septic (serves maint. Bldg.)					
1	108	5490	NY Rt. 31	Town of Verona	Oneida	299.001-1-37	Well & Septic					
1	109		Snyder Rd. (North of)	Town of Verona	Oneida	298.000-1-39 (Part of)	No Public or Private Water & Sewer					
1	110		Route 31	Town of Vernon	Oneida	311.000-1-18	No Public or Private Water & Sewer					
1	114		Tilden Hill Rd.	Town of Verona	Oneida	299.000-1-2	No Public or Private Water & Sewer					
1	115		Sarenski Rd.	Town of Verona	Oneida	299.000-1-23.1	No Public or Private Water & Sewer					
1	116		Tilden Hill Rd.	Town of Verona	Oneida	299.000-1-13	No Public or Private Water & Sewer					
1	117		Route 31	Town of Verona	Oneida	311.000-2-6.1	Well and Septic (serves gc comfort station)					
1	118		Townline Rd.	Town of Vernon	Oneida	311.000-1-32	No Public or Private Water & Sewer					
1	118		Townline Rd.	Town of Verona	Oneida	311.000-2-10.1	No Public or Private Water & Sewer					
1	118		Townline Rd.	Town of Verona	Oneida	311.000-2-11	No Public or Private Water & Sewer					
1	119		Ottman Rd.	Town of Vernon	Oneida	312.000-1-2	No Public or Private Water & Sewer					
1	123		Route 5 Seneca Turnpike	Town of Vernon	Oneida	324.000-1-71	No Public or Private Water & Sewer					
1	124	5341	Route 31	Town of Verona	Oneida	299.000-1-57.1	Well and Septic (abandoned residence)					
1	143	5057	Route 365	Town of Verona	Oneida	310.000-1-16	Well and Septic (vacant)					
1	144		W. Main St.	Town of Verona	Oneida	298.002-3-15.3	Public Water (City of Oneida) & Septic					
1	144	5550	W. Main St.	Town of Verona	Oneida	298.002-3-16	Public Water (City of Oneida) & Septic					
1	144	5558	W. Main St.	Town of Verona	Oneida	298.002-3-17	Public Water (City of Oneida) & Septic					
1	148		Stoney Brook Rd.	Town of Verona	Oneida	311.000-2-24.1	No Public or Private Water & Sewer					
1	148		Townline Rd.	Town of Verona	Oneida	311.000-2-24.12	No Public or Private Water & Sewer					
1	148		Stoney Brook Rd.	Town of Verona	Oneida	311.000-2-24.6	No Public or Private Water & Sewer					
1	148		Stoney Brook Rd.	Town of Verona	Oneida	311.000-2-24.7	No Public or Private Water & Sewer					
1	154	4727	Stoney Brook Rd.	Town of Verona	Oneida	311.000-2-26	No Public or Private Water & Sewer					

POTABLE WATER AND WASTEWATER UTILITIES ON NATION LANDS*						
1	158	Cooper St.	Town of Vernon	Oneida	312.000-1-62.2	No Public or Private Water & Sewer
1	164	Sarenski Rd.	Town of Verona	Oneida	299.000-1-26	Well & Septic (vacant)
1	165	Snyder Rd.	Town of Verona	Oneida	310.000-2-13	No Public or Private Water & Sewer
1	170	Route 5 Seneca Turnpike	Town of Vernon	Oneida	324.000-1-70	No Public or Private Water & Sewer
1	179	Snyder Rd.	Town of Verona	Oneida	310.000-2-8	No Public or Private Water & Sewer
1	180	Route 31	Town of Verona	Oneida	298.002-3-22	Public Water (City of Oneida) & Septic (vacant)
1	181	Snyder Rd.	Town of Verona	Oneida	310.000-2-4	Public Water (City of Oneida)& Septic
1	182	Snyder Rd.	Town of Verona	Oneida	310.000-2-3.2	Public Water & Sewer (City of Oneida)
1	188	Snyder Rd.	Town of Verona	Oneida	310.000-2-5	Public Water & Sewer (City of Oneida)
1	189	Sarenski Rd.	Town of Verona	Oneida	299.000-1-31.2	Well & Septic, Public Water available (City of Oneida)
1	190	Sarenski Rd.	Town of Verona	Oneida	299.000-1-25	No Public or Private Water & Sewer
1	190	Route 31	Town of Verona	Oneida	299.000-1-31.1	No Public or Private Water & Sewer
1	192	Patrick Rd.	Town of Verona	Oneida	310.000-2-3.1	No Public or Private Water & Sewer
1	193	Route 365	Town of Verona	Oneida	298.002-3-4.3	No Public or Private Water & Sewer
1	197	Patrick Rd.	Town of Verona	Oneida	310.000-2-2	No Public or Private Water & Sewer
1	201	Townline Rd.	Town of Vernon	Oneida	312.000-1-1	Well & Septic
1	202	Snyder Rd.	Town of Verona	Oneida	310.000-2-7	No Public or Private Water & Sewer
1	240	Cooper St.	Town of Vernon	Oneida	324.000-1-7.1	Well & Septic
1	240	Cooper St.	Town of Vernon	Oneida	324.000-1-7.2	Well & Septic
1	244	Cooper St.	Town of Vernon	Oneida	312.000-1-62.1	No Public or Private Water & Sewer
1	244	Cooper St.	Town of Vernon	Oneida	312.000-1-63.1	No Public or Private Water & Sewer
1	248	Route 31	Town of Verona	Oneida	298.002-3-23	Well & Septic (vacant)
1	257	Route 31	Town of Verona	Oneida	299.001-1-48.2	Well & Septic (vacant)
1	261	Snyder Rd.	Town of Verona	Oneida	310.000-2-16	No Public or Private Water & Sewer
1	262	Patrick Rd.	Town of Verona	Oneida	310.000-2-26.2	Well & Septic
1	263	Patrick Rd.	Town of Verona	Oneida	310.000-2-26.1	Well & Septic (vacant)
1	263	Patrick Rd.	Town of Verona	Oneida	310.000-2-28	Well & Septic (vacant)
1	267	Snyder Rd.	Town of Verona	Oneida	310.000-2-15.1	No Public or Private Water & Sewer
1	269	Snyder Rd.	Town of Verona	Oneida	310.000-2-18	No Public or Private Water & Sewer
1	270	Snyder Rd.	Town of Verona	Oneida	310.000-2-27	No Public or Private Water & Sewer
1	272	Route 31	Town of Vernon	Oneida	311.000-1-14.2	No Public or Private Water & Sewer
1	273	Beacon Light Rd.	Town of Verona	Oneida	310.000-2-24	No Public or Private Water & Sewer
1	273	Beacon Light Rd.	Town of Verona	Oneida	310.000-3-52	No Public or Private Water & Sewer
1	274	Williams St. & Patrick Rd.	Town of Verona	Oneida	310.000-3-53.3 (Part of)	Well & Septic
1	274	Williams St. & Patrick Rd.	Town of Verona	Oneida	310.000-3-53.3 (Part of)	No Public or Private Water & Sewer
1	276	Stoney Brook Rd.	Town of Verona	Oneida	311.000-2-24.14	No Public or Private Water & Sewer
1	277	Snyder Rd.	Town of Verona	Oneida	310.000-2-17	No Public or Private Water & Sewer
1	278	Route 31	Town of Verona	Oneida	311.000-2-21.2	Well & Septic
1	278	Route 31	Town of Verona	Oneida	311.000-2-21.8	No Public Water & Sewer
1	279	Tilden Hill Rd.	Town of Verona	Oneida	299.000-1-22.1	Well & Septic (vacant)
1	280	Snyder Rd.	Town of Verona	Oneida	310.000-2-14	No Public or Private Water & Sewer
1	285	Beacon Light Rd.	Town of Verona	Oneida	310.000-3-53.3 (part of)	No Public or Private Water & Sewer
1	287	Snyder Rd.	Town of Verona	Oneida	310.000-2-15.2	No Public or Private Water & Sewer
1	295	Tilden Hill Rd.	Town of Verona	Oneida	299.000-1-21	Well & Septic (vacant)
1	298	Route 31	Town of Vernon	Oneida	311.000-1-13 (Part of)	No Public or Private Water & Sewer
1	316	4553 Wood Rd.	Town of Vernon	Oneida	324.000-1-75.4	Well & Septic (vacant)
1	316	4553 Wood Rd.	Town of Vernon	Oneida	324.000-1-75.2	Well & Septic (vacant)
1	320	Snyder Rd.	Town of Verona	Oneida	310.000-2-12	No Public or Private Water & Sewer
1	328	Route 31	Town of Vernon	Oneida	323.000-1-40	Well & Septic (vacant)
1	328	Cooper St.	Town of Vernon	Oneida	323.000-1-45	Well & Septic (vacant)

POTABLE WATER AND WASTEWATER UTILITIES ON NATION LANDS*									
2	2	2720	West Rd.	City of Oneida	Madison	54.-1-30	Well and Septic (vacant)		
2	3	1008	West Rd.	City of Oneida	Madison	55.-1-3	Public Water & Sewer (City of Oneida)		
2	4		West Rd.	City of Oneida	Madison	47.-1-50.1	Public Water & Sewer (City of Oneida)		
2	5	2382	West Rd.	City of Oneida	Madison	47.-1-50	Public Water and Sewer (City of Oneida)		
2	6		West Rd.	City of Oneida	Madison	47.-1-46	No Public or Private Water & Sewer		
2	12		Route 365	Town of Verona	Oneida	310.000-1-27	No Public or Private Water & Sewer		
2	13	4677	Route 5	Town of Verona	Oneida	323.000-1-1.3	Public Water (Oneida) & Sewer (Vernon)		
2	14	1256	Union St.	City of Oneida	Madison	47.-1-50.2	No Public or Private Water & Sewer		
2	15		Union St.	City of Oneida	Madison	47.-1-51	Public Water & Sewer (City of Oneida)		
2	16	4663	Route 5	Town of Verona	Oneida	323.000-1-2	Public Water (Oneida) & Sewer (Vernon)		
2	18	1014	Union St.	City of Oneida	Madison	47.-1-42	Public Water & Sewer (City of Oneida)		
2	21	1058	Union St.	City of Oneida	Madison	47.-1-43	Public Water & Sewer (City of Oneida)		
2	23		Route 31	Town of Verona	Oneida	284.000-1-30	No Public or Private Water & Sewer		
2	24		Route 31	Town of Verona	Oneida	285.000-1-32	No Public or Private Water & Sewer		
2	25		Route 31	Town of Verona	Oneida	284.000-1-29	No Public or Private Water & Sewer		
2	29	6508	NY Rt. 31	Town of Verona	Oneida	284.000-1-27	No Public or Private Water & Sewer		
2	30		Route 31	Town of Verona	Oneida	284.000-1-28	No Public or Private Water & Sewer		
2	31		Route 31	Town of Verona	Oneida	284.000-1-37	No Public or Private Water & Sewer		
2	32		Miller Rd.	Town of Verona	Oneida	297.000-1-3.1	No Public or Private Water & Sewer		
2	33	306	Diamond St.	Village of Canastota	Madison	36.62-2-21	Public Water (OCWA) & Sewer (Canastota)		
2	36		Tipp St.	Town of Verona	Oneida	284.000-1-18	No Public or Private Water & Sewer		
2	37	6161	Germany Rd.	Town of Verona	Oneida	270.000-1-34	No Public or Private Water & Sewer		
2	38		Irish Ridge Rd.	Town of Verona	Oneida	269.000-2-47.1	No Public or Private Water & Sewer		
2	48		Sullivan Lane	Town of Verona	Oneida	284.000-1-23	Well & Septic		
2	49		Conley Rd.	Town of Verona	Oneida	298.000-1-58	Well & Septic (vacant)		
2	50		Irish Ridge Rd.	Town of Verona	Oneida	284.000-1-25.2	No Public or Private Water & Sewer		
2	53		Conley Rd.	Town of Verona	Oneida	298.000-1-57	No Public or Private Water & Sewer		
2	54		Tipp St.	Town of Verona	Oneida	284.000-1-22	No Public or Private Water & Sewer		
2	55		Irish Ridge Rd.	Town of Verona	Oneida	284.000-1-24	Public Water & Sewer (City of Oneida)		
2	56		Tipp St.	Town of Verona	Oneida	284.000-1-20	No Public or Private Water & Sewer		
2	57		West Lake Rd.	Town of Cazenovia	Madison	75.-1-4.15	No Public or Private Water & Sewer		
2	57		West Lake Rd.	Town of Cazenovia	Madison	75.-1-4.16	No Public or Private Water & Sewer		
2	58		Sand Hill Rd.	Town of Verona	Oneida	298.000-1-3	No Public or Private Water & Sewer		
2	59	3939	Foster Corners Rd.	Town of Verona	Oneida	297.000-1-5.1	No Public or Private Water & Sewer		
2	59	3939	Foster Corners Rd.	Town of Verona	Oneida	297.000-1-5.2	No Public or Private Water & Sewer		
2	60		Hill Rd.	Town of Verona	Oneida	298.000-1-50.2	No Public or Private Water & Sewer		
2	61		Conley Rd.	Town of Verona	Oneida	298.000-1-14	No Public or Private Water & Sewer		
2	62		Hill Rd.	Town of Verona	Oneida	298.000-1-50.1	No Public or Private Water & Sewer		
2	63		Conley Rd.	Town of Verona	Oneida	298.000-1-56.2	No Public or Private Water & Sewer		
2	64		Hill Rd.	Town of Verona	Oneida	298.000-1-50.7	No Public or Private Water & Sewer		
2	65		Conley Rd.	Town of Verona	Oneida	298.000-1-69	No Public or Private Water & Sewer		
2	67		NY Rt. 31 (aka 5187 Rt. 365)	Town of Verona	Oneida	310.000-1-61	Public Water (City of Oneida) & Septic		
2	68		Route 365	Town of Verona	Oneida	298.000-1-43	No Public or Private Water & Sewer		
2	70	5228	Route 31	Town of Verona	Oneida	299.001-1-35.2	Well & Septic		
2	71		Route 31	Town of Verona	Oneida	299.001-1-35.3	Well & Septic		
2	75		N. Peterboro St.	Village of Canastota	Madison	36.5-1-20	No Public or Private Water & Sewer		
2	76	356	N. Peterboro St.	Village of Canastota	Madison	36.6-1-1	No Public or Private Water & Sewer		
2	77		Roberts St.	Village of Canastota	Madison	36.6-1-3	No Public or Private Water & Sewer		
2	78		Bruno Rd.	Village of Canastota	Madison	36.6-1-4	No Public or Private Water & Sewer		
2	79		N. Peterboro St.	Village of Canastota	Madison	36.38-1-32	No Public or Private Water & Sewer		
2	80		N. Peterboro St.	Village of Canastota	Madison	36.38-1-34	No Public or Private Water & Sewer		

\* At time of publication, well depth has not been provided by the Nation

POTABLE WATER AND WASTEWATER UTILITIES ON NATION LANDS*						
2	81	Route 13	Town of Lenox	Madison	36-1-2	No Public or Private Water & Sewer
2	82	W. Seneca St.	City of Sherrill	Oneida	322.014-1-23	Public Water (City of Oneida) & Sewer (Sherrill)
2	83	Prospect St.	City of Sherrill	Oneida	322.014-1-25	Public Water (City of Oneida) & Sewer (Sherrill)
2	84	Prospect St.	City of Sherrill	Oneida	322.014-1-26	Public Water (City of Oneida) & Sewer (Sherrill)
2	87	N. Peterboro St.	Village of Canastota	Madison	36.38-1-33	Public Water (OCWA) & Sewer (Canastota)
2	90	Tipp St.	Town of Verona	Oneida	284.000-1-21	No Public or Private Water & Sewer
2	91	Tipp St.	Town of Verona	Oneida	284.000-1-19	No Public or Private Water & Sewer
2	92	Prospect St.	City of Sherrill	Oneida	322.015-2-64	Public Water (City of Oneida) & Septic (Sherrill)
2	92	Prospect St.	City of Sherrill	Oneida	322.015-2-65	Public Water (City of Oneida) & Septic (Sherrill)
2	93	W. Seneca St.	City of Sherrill	Oneida	322.014-1-24	Public Water (City of Oneida) & Septic (Sherrill)
2	94	Pratts Rd.	Town of Stockbridge	Madison	91.-1-51	Well & Septic (vacant)
2	95	Stone St.	City of Oneida	Madison	37.44-1-3	Public Water & Sewer (City of Oneida)
2	97	NY Rt. 13	Town of Verona	Oneida	252.015-2-31	Public Water & Sewer (City of Oneida)
2	98	N. Court St.	Town of Lenox	Madison	28-2-13.2	Well & Septic
2	98	N. Court St.	Town of Lenox	Madison	28-2-13.12	Well & Septic
2	98	N. Court St.	Town of Lenox	Madison	28-2-13.11	Well & Septic
2	99	Spring Rd.	Town of Verona	Oneida	286.000-2-83.1	Well and Septic (2)
2	100	Lenox Ave.	City of Oneida	Madison	38.29-1-2	Public Water & Sewer (City of Oneida)
2	100	Lenox Ave.	City of Oneida	Madison	38.29-1-3	Public Water & Sewer (City of Oneida)
2	100	Off Lenox Ave.	City of Oneida	Madison	38.29-1-36	Public Water & Sewer (City of Oneida)
2	103	Foster Corners Rd.	Town of Verona	Oneida	297.001-1-8.2	No Public or Private Water & Sewer
2	103	Foster Corners Rd.	Town of Verona	Oneida	297.001-1-8.1	No Public or Private Water & Sewer
2	105	E. Seneca St.	Village of Vernon	Oneida	324.013-1-7	Public Water (City of Oneida) & Sewer (Town of Vernon)
2	106	Route 365	Town of Verona	Oneida	298.000-1-19	No Public or Private Water & Sewer
2	107	Hill Rd.	Town of Verona	Oneida	298.000-1-18	No Public or Private Water & Sewer
2	111	N. Peterboro St.	Village of Canastota	Madison	36.38-1-36	No Public or Private Water & Sewer
2	112	Front St.	Village of Vernon	Oneida	323.012-2-9	Public Water (Oneida) & Sewer (Vernon)
2	113	Sholtz Rd.	Town of Vernon	Oneida	322.000-1-30	Well & Septic
2	120	Nichols Pond Rd.	Town of Lincoln	Madison	61.-1-10.2	Well & Septic
2	121	Doxtater Rd.	Town of Verona	Oneida	238.000-2-5	Well & Septic
2	122	Sand Hill Rd.	Town of Verona	Oneida	297.000-1-15	Well & Septic
2	125	State St. & Sherrill Rd.	City of Sherrill	Oneida	322.015-2-47	Public Water (Oneida) & Sewer (Sherrill)
2	125	Route 5	City of Sherrill	Oneida	322.015-2-45.1	Public Water (Oneida) & Sewer (Sherrill)
2	125	Route 5 (RR Land)	City of Sherrill	Oneida	322.015-2-40.3	Public Water (Oneida) & Sewer (Sherrill)
2	126	Forest Ave.	City of Oneida	Madison	54.-1-21.11	No Public or Private Water & Sewer
2	127	West Rd.	City of Oneida	Madison	54.-1-32.2	No Public or Private Water & Sewer
2	128	West Rd.	City of Oneida	Madison	55.-1-4.2	No Public or Private Water & Sewer
2	128	Peterboro Rd.	City of Oneida	Madison	55.-1-7	No Public or Private Water & Sewer
2	128	Peterboro Rd.	City of Oneida	Madison	55.-1-38	No Public or Private Water & Sewer
2	128	West Rd.	City of Oneida	Madison	54.-1-33	No Public or Private Water & Sewer
2	129	Forest Ave.	Town of Lincoln	Madison	54.-3-4	No Public or Private Water & Sewer
2	129	Vedder Rd.	Town of Lincoln	Madison	54.-3-11	No Public or Private Water & Sewer
2	137	Peterboro Rd.	Town of Vernon	Oneida	332.000-1-19.2	Well & Septic
2	137	Peterboro Rd.	Town of Vernon	Oneida	332.000-1-20.1	Well & Septic
2	137	Peterboro Rd.	Town of Vernon	Oneida	332.000-1-27	Well & Septic
2	138	Route 31	Town of Verona	Oneida	283.000-1-1.3	No Public or Private Water & Sewer
2	139	Sterling Rd.	Town of Verona	Oneida	282.000-1-3	No Public or Private Water & Sewer
2	140	Sterling Rd.	Town of Verona	Oneida	282.000-1-2.2	Well & Septic
2	140	Route 31	Town of Verona	Oneida	283.000-1-77	Well & Septic
2	140	Route 31	Town of Verona	Oneida	283.000-1-1.2	No Public or Private Water & Sewer
2	140	Sterling Rd.	Town of Verona	Oneida	267.000-1-8	No Public or Private Water & Sewer



POTABLE WATER AND WASTEWATER UTILITIES ON NATION LANDS*						
2	140	Sterling Rd.	Town of Verona	Oneida	282.000-1-1	No Public or Private Water & Sewer
2	140	Sterling Rd.	Town of Verona	Oneida	267.000-1-5	No Public or Private Water & Sewer
2	140	Sterling Rd.	Town of Verona	Oneida	267.000-1-6	No Public or Private Water & Sewer
2	140	6153 Sterling Rd.	Town of Verona	Oneida	267.000-1-7	No Public or Private Water & Sewer
2	141	Kyser Beach Rd.	Town of Lenox	Madison	7.79-1-61.1	Public Water (OCWA) & Sewer (Sylvan Beach)
2	142	Sterling Rd.	Town of Verona	Oneida	282.000-1-2.1	Well & Septic (vacant)
2	145	Route 31	Town of Lenox	Madison	13.23-1-5	Public Water (OCWA) & Sewer (Sylvan Beach)
2	145	Route 13	Town of Lenox	Madison	13.23-1-6	Public Water (OCWA) & Sewer (Sylvan Beach)
2	145	Route 31	Town of Lenox	Madison	13.23-1-7	Public Water (OCWA) & Sewer (Sylvan Beach)
2	146	Upper Lenox Ave.	City of Oneida	Madison	37.44-1-1	Public Water & Sewer (City of Oneida)(vacant)
2	146	Upper Lenox Ave.	City of Oneida	Madison	37.44-1-1.1	Public Water & Sewer (City of Oneida)(vacant)
2	146	Upper Lenox Ave.	City of Oneida	Madison	37.44-2-2	Public Water & Sewer (City of Oneida)(vacant)
2	146	Upper Lenox Ave.	City of Oneida	Madison	37.44-2-1	Public Water & Sewer (City of Oneida)(vacant)
2	147	Foster Corners Rd.	Town of Verona	Oneida	297.000-1-37.1	Well & Septic (vacant)
2	149	Hill Rd.	Town of Verona	Oneida	310.000-1-7	Well & Septic
2	150	Route 31	Town of Lenox	Madison	13.1-37	No Public or Private Water & Sewer
2	156	Conley Rd.	Town of Verona	Oneida	298.000-1-56.1	Well & Septic (vacant)
2	157	Hill Rd.	Town of Verona	Oneida	298.000-1-50.3	No Public or Private Water & Sewer
2	159	Whitelaw Rd.	Town of Lenox	Madison	19.1-25	Well & Septic (2)
2	159	Whitelaw Rd.	Town of Lenox	Madison	19.1-27	Well & Septic
2	160	Whitelaw Rd.	Town of Sullivan	Madison	18.2-4	Well & Septic
2	161	Whitelaw Rd.	Town of Sullivan	Madison	18.2-1	No Public or Private Water & Sewer
2	175	East Seneca St.	Village of Vernon	Oneida	324.013-1-18	No Public or Private Water & Sewer
2	176	Sand Hill Rd	Town of Verona	Oneida	297.000-1-23	No Public or Private Water & Sewer
2	176	Sand Hill Rd	Town of Verona	Oneida	297.000-1-16	No Public or Private Water & Sewer
2	176	Sand Hill Rd	Town of Verona	Oneida	297.000-1-17	No Public or Private Water & Sewer
2	177	Route 365	Town of Verona	Oneida	310.000-1-23	No Public or Private Water & Sewer
2	177	Route 365	Town of Verona	Oneida	310.000-1-24	No Public or Private Water & Sewer
2	177	Route 365	Town of Verona	Oneida	310.000-1-22	No Public or Private Water & Sewer
2	178	West Rd.	City of Oneida	Madison	54.1-31	Well and Septic (vacant)
2	183	Verona St. W	Village of Vernon	Oneida	323.012-1-39	Public Water (Oneida) & Sewer (Vernon)
2	183	Verona St. W	Village of Vernon	Oneida	323.008-1-1.1	Public Water (Oneida) & Sewer (Vernon)
2	186	Hill Rd.	Town of Verona	Oneida	298.000-1-50.11	Well & Septic
2	186	Hill Rd.	Town of Verona	Oneida	298.000-1-51	Well & Septic
2	187	Hill Rd.	Town of Verona	Oneida	310.000-1-6	No Public or Private Water & Sewer
2	194	Route 31	Town of Verona	Oneida	285.000-1-31	Well & Septic (vacant)
2	195	Kyser Beach Rd.	Town of Lenox	Madison	7.79-1-61.2	Public Water (OCWA) & Sewer (Sylvan Beach)
2	198	New Boston St.	Village of Canastota	Madison	35.8-1-5	Public Water (OCWA) & Septic
2	199	Route 31	Town of Verona	Oneida	284.000-1-26	Well & Septic (vacant)
2	203	Bridge St.	Town of Verona	Oneida	298.002-2-2	No Public or Private Water & Sewer
2	203	Bridge St.	Town of Verona	Oneida	298.002-2-1	No Public or Private Water & Sewer
2	205	Route 46	Town of Verona	Oneida	239.000-2-31	No Public or Private Water & Sewer
2	207	West Rd.	City of Oneida	Madison	54.1-29.1	Public Water (Oneida) & Septic (vacant)
2	208	West Rd.	City of Oneida	Madison	54.1-32.1	Well & Septic (res. vacant, livestock)
2	209	West Rd.	City of Oneida	Madison	55.1-4.1	Public Water (Oneida) & Septic (vacant)
2	215	Route 31	Town of Lenox	Madison	13.22-1-11	No Public or Private Water & Sewer
2	216	Route 31	Town of Lenox	Madison	13.22-1-8	No Public or Private Water & Sewer
2	217	Route 31	Town of Lenox	Madison	13.22-1-7	No Public or Private Water & Sewer
2	218	Route 31	Town of Lenox	Madison	13.22-1-6	No Public or Private Water & Sewer
2	219	Route 31	Town of Lenox	Madison	13.6-1-10	Public Water (OCWA) & Sewer (Sylvan Beach)
2	226	Route 31	Town of Lenox	Madison	13.6-1-12	Public Water (OCWA) & Sewer (Sylvan Beach)

POTABLE WATER AND WASTEWATER UTILITIES ON NATION LANDS*							
2	227	2682	West Rd.	City of Oneida	Madison	54.-1-29	Public Water (Oneida) & Septic (vacant)
2	230	577	Main St.	City of Oneida	Madison	38.57-1-15.2	Public Water & Sewer (Oneida)
2	229	3687	Foster Corners Rd.	Town of Verona	Oneida	297.000-1-37.2	Well & Septic
2	231	219	Genesee St.	City of Oneida	Madison	38.65-1-14	Public Water & Sewer (Oneida)
2	232		Route 13	Town of Verona	Oneida	252.015-2-46	Public Water (OCWA) & Sewer (Sylvan Beach) (vacant)
2	233	5221	Beacon Light Rd.	Town of Verona	Oneida	299.000-1-50	Public Water (Oneida) & Septic
2	234		Route 365	Town of Verona	Oneida	310.000-3-48.1	Public Water & Sewer (Oneida)
2	237	573	Main St.	City of Oneida	Madison	38.49-1-67	Public Water & Sewer (Oneida)
2	238	5205	Beacon Light Rd.	Town of Verona	Oneida	299.000-1-53	No Public or Private Water & Sewer
2	241		Route 31	Town of Lenox	Madison	13.22-1-9	No Public or Private Water & Sewer
2	242		Farr Rd.	Town of Lenox	Madison	13.22-1-12	No Public or Private Water & Sewer
2	242		Hill Rd.	Town of Verona	Oneida	310.000-1-8	Well & Septic (vacant)
2	243	577A	Main St.	City of Oneida	Madison	38.57-1-15.3	Public Water & Sewer (Oneida)
2	245	10	Lenox Ave.	City of Oneida	Madison	30.81-1-70	Public Water & Sewer (Oneida)
2	246	579	Main St.	City of Oneida	Madison	38.57-1-15	Public Water & Sewer (Oneida)
2	247	5417	Hill Rd.	Town of Verona	Oneida	298.000-1-17	Well & Septic (vacant)
2	249	321	East Walnut St.	City of Oneida	Madison	30.81-1-69	Public Water & Sewer (Oneida)
2	250	391	Genesee St.	City of Oneida	Madison	38.62-1-3	Public Water & Sewer (Oneida)
2	251	7407	Route 31	Town of Verona	Oneida	283.000-1-1.1	Well & Septic (vacant)
2	252	5249	Willow Place	Town of Verona	Oneida	298.000-1-20	Well & Septic (vacant)
2	253	5379	Hill Rd.	Town of Verona	Oneida	298.000-1-15	No Public or Private Water & Sewer
2	254	5213	Beacon Light Rd.	Town of Verona	Oneida	299.000-1-52	Public Water (Oneida) & Septic (vacant)
2	256		Willow Ave. (Snug Harbour)	Town of Verona	Oneida	252.011-2-2	Public Water (OCWA) & Sewer (Sylvan Beach)
2	256		Ordling Rd. (Snug Harbour)	Town of Verona	Oneida	252.012-1-1	Public Water (OCWA) & Sewer (Sylvan Beach)
2	256		NY Rt. 13 (Snug Harbour)	Town of Verona	Oneida	252.015-2-30	Public Water (OCWA) & Sewer (Sylvan Beach)
2	258	112	Genesee St.	City of Oneida	Madison	38.57-1-19	Public Water & Sewer (Oneida)
2	259		Irish Ridge Rd.	Town of Verona	Oneida	297.000-1-2	Public Water (OCWA) & Septic (vacant)
2	259		Irish Ridge Rd.	Town of Verona	Oneida	297.001-1-5.2	Public Water (OCWA) & Septic (vacant)
2	260	5241	Beacon Light Rd.	Town of Verona	Oneida	299.000-1-45	Well & Septic (vacant)
2	264	6591	Blackman Corners Rd.	Town of Verona	Oneida	271.000-3-58	Well & Septic (vacant)
2	265		Augusta Solsville Rd. & Rt. 26	Town of Augusta	Oneida	371.000-2-32.1	Well & Septic (2, vacant)
2	265	2290	Augusta Solsville Rd.	Town of Augusta	Oneida	371.000-2-31	Well & Septic (vacant)
2	266	5237	Beacon Light Rd.	Town of Verona	Oneida	299.000-1-46	Public Water (Oneida) & Septic (vacant)
2	268	5943	Route 31	Town of Verona	Oneida	298.000-1-12	Well & Septic
2	268		Route 31	Town of Verona	Oneida	298.000-1-13.2	Well & Septic
2	268		Route 31	Town of Verona	Oneida	298.000-1-13.1	Well & Septic
2	268		Germany Rd.	Town of Verona	Oneida	285.000-1-21	Well & Septic
2	268	5943	Route 31	Town of Verona	Oneida	285.000-1-22	Well & Septic
2	271	5615	Tilden Hill Rd.	Town of Verona	Oneida	299.000-1-5	Well & Septic (vacant)
2	275	5162	Beacon Light Rd.	Town of Verona	Oneida	311.000-2-25.2	Well & Septic (vacant)
2	284	5227	Beacon Light Rd.	Town of Verona	Oneida	299.000-1-49	No Public or Private Water & Sewer
2	286	5982	Route 31	Town of Verona	Oneida	285.000-1-24	No Public or Private Water & Sewer
2	288	7978	Route 13	Town of Lenox	Madison	28.-1-77.1	Well & Septic (vacant)
2	288		Route 13	Town of Lenox	Madison	28.-1-77.2	Well & Septic (vacant)
2	289	3455	Indian Opening Rd.	Town of Lenox	Madison	35.-1-28.1	Public Water (OCWA) & Septic
2	290	452	New Boston St.	Village of Canastota	Madison	35.8-1-6	No Public or Private Water & Sewer
2	292	5400	Sager Rd. (aka Fox Rd.)	Town of Verona	Oneida	298.000-1-59.1	No Public or Private Water & Sewer
2	293	5385	Fox Rd.	Town of Verona	Oneida	297.000-1-27.1	No Public or Private Water & Sewer
2	294		Fox Rd.	Town of Verona	Oneida	297.000-1-27.3	No Public or Private Water & Sewer
2	294		Fox Rd.	Town of Verona	Oneida	297.000-1-27.4	No Public or Private Water & Sewer
2	296	5334	Willow Place	Town of Verona	Oneida	298.000-1-34.1	Well and Septic (vacant)

\* At time of publication, well depth has not been provided by the Nation

POTABLE WATER AND WASTEWATER UTILITIES ON NATION LANDS*						
2	297	Route 5	Town of Vernon	Oneida	322.000-1-67.1	No Public or Private Water & Sewer
2	299	Main St.	City of Oneida	Madison	38.49-1-69 (Part of)	Public Water & Sewer (Oneida)
2	300	Sand Hill Rd.	Town of Verona	Oneida	297.000-1-12.1	Well & Septic (vacant)
2	301	Hill Rd.	Town of Verona	Oneida	298.000-1-16	No Public or Private Water & Sewer
2	302	NY Rts 365 & 31	Town of Verona	Oneida	299.001-1-48.1	Well & Septic
2	303	Willow Place	Town of Verona	Oneida	298.000-1-34.2	No Public or Private Water & Sewer
2	305	NY Rt. 13	Town of Verona	Oneida	252.015-2-34	Public Water (OCWA) & Sewer (Sylvan Beach)
2	305	Miller St.	Town of Verona	Oneida	252.015-2-35	Public Water (OCWA) & Sewer (Sylvan Beach)
2	307	Indian Opening Rd.	Town of Lenox	Madison	35.-1-26	Well & Septic (vacant)
2	308	Route 13	Town of Verona	Oneida	252.015-2-47	No Public or Private Water & Sewer
2	311	N. Court St.	Town of Lenox	Madison	28.-2-14	No Public or Private Water & Sewer
2	312	Route 31	Town of Vernon	Oneida	311.000-1-13 (Part of)	Well & Septic
2	313	Ordling Rd.	Town of Verona	Oneida	252.012-1-2	Public Water (OCWA) & Sewer (Sylvan Beach) (vacant)
2	318	Oneida St.	Town of Verona	Oneida	252.015-2-48.1	No Public or Private Water & Sewer
2	319	Rt. 26	Town of Augusta	Oneida	371.000-2-30	Well & Septic (vacant)
2	319	Augusta Solisville Rd.	Town of Augusta	Oneida	371.000-2-33	Well & Septic (vacant)
2	321	Route 31	Town of Verona	Oneida	284.000-1-32	No Public or Private Water & Sewer
2	322	Middle Rd.	City of Oneida	Madison	47.-1-61	No Public or Private Water & Sewer
2	323	Willow Place	Town of Verona	Oneida	298.000-1-33	Well and Septic
2	324	Miller St.	Town of Verona	Oneida	252.015-2-36	Public Water (OCWA) & Sewer (Sylvan Beach)
2	325	Yager Rd.	Town of Verona	Oneida	253.000-1-17.1	Well & Septic (vacant)
2	325	Yager Rd.	Town of Verona	Oneida	237.000-3-6	Well & Septic (vacant)
2	325	Yager Rd.	Town of Verona	Oneida	254.000-1-2.1	Well & Septic (vacant)
2	326	Pioneer Ave.	Village of Sylvan Beach	Oneida	252.007-3-32.2	Public Water (OCWA) & Sewer (Sylvan Beach)
2	326	Harbour Dr.	Village of Sylvan Beach	Oneida	252.007-3-32.272	Public Water (OCWA) & Sewer (Sylvan Beach)
2	326	Pioneer Ave.	Village of Sylvan Beach	Oneida	252.007-3-32.267	Public Water (OCWA) & Sewer (Sylvan Beach)
2	326	Pioneer Ave.	Village of Sylvan Beach	Oneida	252.007-3-32.269	Public Water (OCWA) & Sewer (Sylvan Beach)
2	326	Pioneer Ave.	Village of Sylvan Beach	Oneida	252.007-3-32.270	Public Water (OCWA) & Sewer (Sylvan Beach)
2	326	Pioneer Ave.	Village of Sylvan Beach	Oneida	252.007-3-29	Public Water (OCWA) & Sewer (Sylvan Beach)
2	326	Pioneer Ave.	Village of Sylvan Beach	Oneida	252.007-3-30	Public Water (OCWA) & Sewer (Sylvan Beach)
2	327	Oneida St.	Town of Verona	Oneida	252.012-1-24	No Public or Private Water & Sewer
2	329	North Main St.	Village of Canastota	Madison	36.5-1-7.5	No Public or Private Water & Sewer
2	330	Williams St.	City of Oneida	Madison	30.47-1-1.1	Public Water & Sewer (3, Oneida)
2	331	Spring Rd.	Town of Verona	Oneida	286.003-3-47	Public Water (OCWA) and Septic
2	331	Spring Rd.	Town of Verona	Oneida	286.003-3-44	Public Water (OCWA) and Septic
2	332	Tipp St.	Town of Verona	Oneida	284.000-1-17	No Public or Private Water & Sewer
3	7	West Rd.	City of Oneida	Madison	54.-1-14.2	Public Water (Oneida) & Septic (2, vacant)
3	17	Route 5	Town of Vernon	Oneida	323.000-1-1.1	No Public or Private Water & Sewer
3	20	Filley Rd.	Town of Vernon	Oneida	322.000-2-19	No Public or Private Water & Sewer
3	22	Williams St.	Town of Vernon	Oneida	322.000-2-28	No Public or Private Water & Sewer
3	26	Germany Rd.	Town of Verona	Oneida	285.000-1-2	No Public or Private Water & Sewer
3	27	Germany Rd.	Town of Verona	Oneida	285.000-1-5	No Public or Private Water & Sewer
3	28	Germany Rd.	Town of Verona	Oneida	285.000-1-8.1	No Public or Private Water & Sewer
3	35	Germany Rd.	Town of Verona	Oneida	285.000-1-6	No Public or Private Water & Sewer
3	42	Spring Rd.	Town of Verona	Oneida	286.000-2-83.6	No Public or Private Water & Sewer
3	52	Route 31	Town of Verona	Oneida	283.000-1-5	No Public or Private Water & Sewer
3	96	West Seneca St.	City of Sherrill	Oneida	322.015-2-1	Public Water (Oneida) & Sewer (Sherrill) (vacant)
3	130	Vedder Rd.	Town of Lincoln	Madison	54.-3-8	Well & Septic (2)
3	131	Burleson Rd.	Town of Stockbridge	Madison	54.-2-2	Well & Septic (2)
3	131	Peterboro Rd.	Town of Stockbridge	Madison	63.-1-2.1	Well & Septic

POTABLE WATER AND WASTEWATER UTILITIES ON NATION LANDS*						
3	132	Peterboro Rd.	Town of Stockbridge	Madison	54-2-5	No Public or Private Water or Sewer
3	133	Peterboro Rd.	Town of Stockbridge	Madison	55-2-5.12	No Public or Private Water or Sewer
3	134	Peterboro Rd.	Town of Stockbridge	Madison	55-2-9	No Public or Private Water or Sewer
3	135	Middle Rd.	Town of Stockbridge	Madison	55-2-21.12	Public Water (Stockbridge) & Septic
3	136	Tiller Rd.	Town of Stockbridge	Madison	65-1-6	No Public or Private Water or Sewer
3	151	Peterboro Rd.	Town of Stockbridge	Madison	54-2-6.1	No Public or Private Water or Sewer
3	152	Burleson Rd.	Town of Stockbridge	Madison	54-2-3.62	Well & Septic
3	152	Burleson Rd.	Town of Stockbridge	Madison	54-2-3.12	Well & Septic
3	152	Peterboro Rd. & Burleson Rd.	Town of Stockbridge	Madison	54-2-3.13	Well & Septic
3	152	Peterboro Rd.	Town of Stockbridge	Madison	54-2-6.22	Well & Septic
3	153	Peterboro Rd.	Town of Stockbridge	Madison	54-2-8.12	No Public or Private Water or Sewer
3	155	Peterboro Rd.	Town of Stockbridge	Madison	63-1-2.2	Well ans Septic
3	162	Whitelaw Rd.	Town of Sullivan	Madison	18-1-14	No Public or Private Water or Sewer
3	163	Gee Rd.	Town of Sullivan	Madison	18-1-9.1	No Public or Private Water or Sewer
3	166	Mt. Hope Ave.	City of Oneida	Madison	46-1-4.1	No Public Water & Sewer Available
3	166	Mt. Hope Ave.	City of Oneida	Madison	46-1-5.11	No Public Water & Sewer Available
3	167	Middle Rd.	Town of Stockbridge	Madison	55-2-21.11	Public Water (Stockbridge) & Septic
3	167	Middle Rd.	Town of Stockbridge	Madison	55-2-22	Public Water (Stockbridge) & Septic
3	168	Route 46	Town of Stockbridge	Madison	64-1-2	Public Water (Stockbridge) & Septic
3	168	Route 46	Town of Stockbridge	Madison	64-1-3.1	Public Water (Stockbridge) & Septic
3	168	Route 46	Town of Stockbridge	Madison	64-1-3.2	Public Water (Stockbridge) & Septic
3	168	Route 46	Town of Stockbridge	Madison	64-1-6	Public Water (Stockbridge) & Septic
3	168	Greene Rd.	Town of Stockbridge	Madison	64-1-17	Public Water (Stockbridge) & Septic
3	168	6053	Town of Stockbridge	Madison	64-1-18	Public Water (Stockbridge) & Septic
3	168	Greene Rd.	Town of Stockbridge	Madison	64-1-24.1	Public Water (Stockbridge) & Septic
3	168	Valley Mills Rd.	Town of Stockbridge	Madison	64-1-24.31	Public Water (Stockbridge) & Septic
3	168	Bishop Rd.	Town of Stockbridge	Madison	64-1-35	Public Water (Stockbridge) & Septic
3	169	East Hill Rd	Town of Stockbridge	Madison	73-1-4	Well & Septic
3	171	Cook Rd	Town of Stockbridge	Madison	74-1-16.1	No Public or Private Water or Sewer
3	171	Hatalla Rd	Town of Stockbridge	Madison	74-1-9	No Public or Private Water or Sewer
3	171	East Hill Rd.	Town of Stockbridge	Madison	74-1-17	No Public or Private Water or Sewer
3	171	Hatalla Rd.	Town of Stockbridge	Madison	74-1-19	No Public or Private Water or Sewer
3	171	Hatalla Rd.	Town of Stockbridge	Madison	74-1-18	No Public or Private Water or Sewer
3	172	2617	Town of Augusta	Oneida	361.000-1-8	Well & Septic
3	172	Hatalla Rd.	Town of Augusta	Oneida	361.000-1-1.2	Well & Septic
3	173	Mosquito Pt. Rd.	Town of Stockbridge	Madison	83-1-18	No Public or Private Water or Sewer
3	174	Mosquito Pt. Rd.	Town of Stockbridge	Madison	83-1-6.1	No Public or Private Water or Sewer
3	184	Verona St.	Town of Vernon	Oneida	323.000-1-34.3	No Public or Private Water or Sewer
3	184	Route 31	Town of Vernon	Oneida	323.000-1-34.5	No Public or Private Water or Sewer
3	185	Route 31	Town of Lenox	Madison	13-1-1.11	No Public or Private Water or Sewer
3	185	Stephens Rd.	Town of Lenox	Madison	13-1-1.13	No Public or Private Water or Sewer
3	185	Stephens Rd.	Town of Lenox	Madison	12-2-25.12	No Public or Private Water or Sewer
3	191	Stephens Rd.	Town of Lenox	Madison	13-1-1.14	No Public or Private Water or Sewer
3	196	Peterboro Rd.	Town of Stockbridge	Madison	63-1-3	Well & Septic (vacant)
3	200	Rich Rd.	Town of Smithfield	Madison	89-1-5	No Public or Private Water or Sewer
3	204	Route 31	Town of Lenox	Madison	13.22-1-3	Public Water (OCWA) & Sewer (Sylvan Beach) (vacant)
3	206	Poppleton Rd.	Town of Verona	Oneida	268.000-1-31	No Public or Private Water or Sewer
3	206	Jug Point Rd.	Town of Verona	Oneida	268.000-1-19	No Public or Private Water or Sewer
3	210	Route 46	Town of Stockbridge	Madison	55-2-5.11	Well & Septic (ag use)
3	211	West Rd.	Town of Stockbridge	Madison	55-2-7	Public Water (Oneida) & Septic
3	212	Route 46	Town of Stockbridge	Madison	55-2-8.1	No Public or Private Water & Sewer

POTABLE WATER AND WASTEWATER UTILITIES ON NATION LANDS*							
3	213		Route 46	Town of Stockbridge	Madison	64.-1-1	No Public or PrivateWater & Sewer
3	214		West Rd.	Town of Stockbridge	Madison	64.-1-13.1	No Public or PrivateWater & Sewer
3	220		Dwyer & Carpenter Rds.	Town of Verona	Oneida	270.000-1-23	No Public or PrivateWater & Sewer
3	221		Carpenter Rd.	Town of Verona	Oneida	270.000-1-33.3	No Public or PrivateWater & Sewer
3	222		Carpenter Rd.	Town of Verona	Oneida	270.000-1-35.5	No Public or PrivateWater & Sewer
3	223		Dwyer Rd.	Town of Verona	Oneida	285.000-1-9	No Public or PrivateWater & Sewer
3	224		Dwyer Rd.	Town of Verona	Oneida	285.000-1-10	No Public or PrivateWater & Sewer
3	225		Dwyer Rd.	Town of Verona	Oneida	285.000-1-11	No Public or PrivateWater & Sewer
3	228	6307	Rock Rd.	Town of Verona	Oneida	271.000-3-55.1	Well & Septic (vacant)
3	235	7318	Route 31	Town of Verona	Oneida	283.000-1-3	No Public or PrivateWater & Sewer
3	236	581-583	Elizabeth St.	City of Oneida	Madison	38.49-1-65	Public Water & Sewer (2, Oneida) (vacant)
3	239	5961	Ennis Rd.	Town of Verona	Oneida	283.000-1-7.1	Well & Septic (vacant)
3	239		NY Rt. 31	Town of Verona	Oneida	283.000-1-6	Well & Septic (vacant)
3	239		NY Rt. 31	Town of Verona	Oneida	283.000-1-59.1	Well & Septic (vacant)
3	239		Ennis Rd.	Town of Verona	Oneida	283.000-1-62	Well & Septic (vacant)
3	255		Oxbow Rd.	Town of Fenner	Madison	70.-1-17	Well & Septic (2, vacant)
3	255	6573	Oxbow Rd.	Town of Lincoln	Madison	61.-1-27	Well & Septic (2, vacant)
3	255	6545	Oxbow Rd.	Town of Lincoln	Madison	61.-1-28	Well & Septic (2, vacant)
3	281		W. Seneca St.	City of Sherrill	Oneida	322.014-1-22	Public Water (Oneida) & Sewer (Sherrill) (vacant)
3	282		Cook Rd.	Town of Stockbridge	Madison	65.-1-10	No Public or PrivateWater & Sewer
3	283		East Hill Rd.	Town of Stockbridge	Madison	74.-1-16.5	No Public or PrivateWater & Sewer
3	291		N. Main St.	Town of Lenox	Madison	27.-3-23	No Public or PrivateWater & Sewer
3	291		N. Main St.	Town of Lenox	Madison	27.-3-22	No Public or PrivateWater & Sewer
3	291		N. Main St.	Town of Lenox	Madison	27.-3-21	No Public or PrivateWater & Sewer
3	291		Main St.	Town of Lenox	Madison	27.-3-20	No Public or PrivateWater & Sewer
3	291		Route 46	City of Oneida	Madison	46.-1-62.2	No Public or PrivateWater & Sewer
3	304	4957	Burleson Rd.	Town of Lincoln	Madison	54.-3-5.11	No Public or PrivateWater & Sewer
3	304		Behn Rd.	Town of Lincoln	Madison	63.-2-2	No Public or PrivateWater & Sewer
3	306		Mitchell Rd.	Town of Verona	Oneida	300.000-3-7.3	No Public or PrivateWater & Sewer
3	309	7330	Route 31	Town of Verona	Oneida	283.000-1-2	Well & Septic (vacant)
3	310		N. Quarry Rd.	Town of Stockbridge	Madison	83.-1-10	Well & Septic (vacant)
3	310		Morris Rd.	Town of Stockbridge	Madison	83.-1-14.1	Well & Septic (vacant)
3	310		Morris Rd.	Town of Stockbridge	Madison	92.-1-15.2	Well & Septic (vacant)
3	310		Trew Hill Rd.	Town of Stockbridge	Madison	92.-1-16	Well & Septic (vacant)
3	314		Northrup Rd.	Town of Smithfield	Madison	72.-1-1.21	No Public or PrivateWater & Sewer
3	314		Northrup Rd.	Town of Smithfield	Madison	72.-1-1.22	No Public or PrivateWater & Sewer
3	315		Peterboro Rd.	Town of Smithfield	Madison	72.-1-38	Well and Septic (vacant)
3	315		Middle Rd.	Town of Stockbridge	Madison	64.-1-15.2	Well and Septic (vacant)
3	317		Morris Rd.	Town of Stockbridge	Madison	92.-1-15.1	No Public or PrivateWater & Sewer