

## 2026 STOCKBRIDGE MAINTENANCE AGREEMENT

**THIS AGREEMENT, MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025**

by and between the **CITY OF ONEIDA**, a municipal corporation located in the County of Madison, State of New York, and hereinafter referred to as the "CITY," and the **STOCKBRIDGE WATER DISTRICT**, located in the Town of Stockbridge, County of Madison, State of New York, hereinafter referred to as the "DISTRICT,"

WHEREAS, the parties have agreed that the CITY will perform certain services for the DISTRICT in the operation of its water system; and

WHEREAS, the parties wish to reduce to writing the agreement between themselves; and

NOW, THEREFORE, IT IS MUTUALLY HEREBY COVENANTED AND AGREED as follows:

- 1 The CITY shall inspect and maintain two (2) pump stations for the DISTRICT, exclusive of materials and parts.
- 2 The CITY shall operate the chlorination system of the DISTRICT, exclusive of materials and parts.
- 3 That any materials and parts and the cost and expense of acquiring and delivery of same with respect to the inspection and maintenance of the pump stations and the operation of the chlorination system, shall be the exclusive responsibility of the DISTRICT. The cost and expense of any such materials and parts, as well as the acquisition and delivery of same, is not included as part of the annual sum charged for service and shall be separately billed on a monthly basis and shall be timely paid within 30 days of being billed therefor.
- 4 The CITY shall prepare monthly operations reports and submit the reports to the Madison County Health Department and the DISTRICT.
- 5 The CITY shall perform the enumerated services for the DISTRICT for the annual sum of Nineteen thousand five hundred four dollars (\$19,504)
- 6 The CITY shall bill the DISTRICT for the above sum (exclusive of parts, materials, and cost of obtaining same) one-half thereof on June 1, 2025, and one-half thereof on December 1, 2025, which said sum shall be paid within 30 days of billing.
- 7 That by this agreement the CITY undertakes only to perform the services set forth herein and the DISTRICT retains the full responsibility for the operation of the water system. The CITY does not guarantee, nor shall it be responsible or liable for, any failure to deliver to the customers of the DISTRICT water with respect to either quantity or quality. The DISTRICT agrees to indemnify, defend and hold harmless the CITY, its officers, agents, and employees, from and against all loss or expense, including reasonable attorneys' fees, that may arise with respect to any and all matters relating thereto. The DISTRICT agrees

## 2026 STOCKBRIDGE MAINTENANCE AGREEMENT

to provide and thereafter continue to keep in full force and effect insurance protecting and indemnifying the CITY from all liability or claims for injury or damage to third persons or property because of actions of the CITY, excepting the active negligence of the CITY.

Liability and property damage insurance policies shall have limits of not less than:

Bodily Injury Liability	Each Person	\$1,000,000.00
	Each Occurrence	\$2,000,000.00
Property Damage Liability	Each Accident	\$1,000,000.00
	Aggregate	\$2,000,000.00

The DISTRICT shall provide the CITY with endorsements and a Certificate of Insurance throughout the term of this agreement demonstrating such coverage. Endorsements shall designate the CITY as additional insured in the above amounts for the duration of this agreement and shall provide that the CITY shall receive 15 days prior written notice of any change or cancellation of such policies.

- 8 It is further agreed that this agreement and all terms, conditions and stipulations thereof shall continue and remain in full force and effect for the period of one (1) year from the 1st day of January 2025.
- 9 This agreement may not be amended or modified in any manner except by an instrument in writing sign by the Parties.
- 10 In the event any provision hereof shall be held for any reason to be illegal, invalid or unenforceable, such provisions shall be considered severable and the illegality, invalidity or unenforceability of any provision shall not affect the validity of any other provision, which shall continue in full force and effect, provided that the unenforceable or invalid provision is not material to the overall purpose or operation of this agreement. If necessary, in order to make the agreement legal, valid and enforceable, the Parties shall meet to confer upon a written amendment or modification to the agreement.
- 11 The waiver by either party of a breach of any provision contained herein shall be in writing and shall in no way be construed as a waiver of any succeeding breach of such provision or the waiver of the provisions itself.
- 12 Neither party may assign, delegate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.
- 13 This agreement contains the sole and entire agreement of the Parties with respect to the subject matter hereof and no oral statement or written matter prior to the date of the agreement shall have any force or effect.
- 14 This agreement shall be deemed to have been executed and delivered in the State of New

## 2026 STOCKBRIDGE MAINTENANCE AGREEMENT



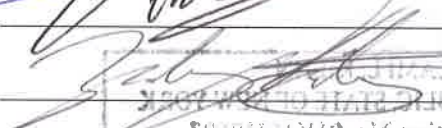
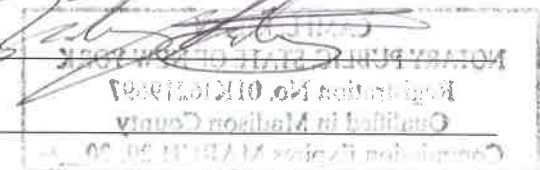
York and shall be governed by and construed in accordance with the laws of the State of New York, without reference to choice of law rules or principles. All disputes arising out of this agreement shall be resolved by a court of competent jurisdiction in the State of New York.

IN WITNESS WHEREOF, most of the Board of Water Commissioners of the City of Oneida has, pursuant to a resolution of said Board, duly executed this contract, and the City of Oneida has caused its corporate seal to be affixed hereto and these presents to be signed by its duly authorized officers, the day and year first above written.

THE CITY OF ONEIDA, NEW YORK

SEAL

BY \_\_\_\_\_  
City of Oneida - City Manager

Water Commissioners  
City of Oneida, New York

TOWN OF STOCKBRIDGE

SEAL

BY Alex Stepanski  
Stockbridge Town Supervisor

## 2026 STOCKBRIDGE MAINTENANCE AGREEMENT

STATE OF NEW YORK)

) SS.:

COUNTY OF MADISON)

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2025, before me, the undersigned, personally appeared **Kyle Lovell**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as **City Manager - City of Oneida**, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the same.

By \_\_\_\_\_  
Notary Public  
Appointed in Madison County  
My Commission Expires \_\_\_\_/\_\_\_\_/\_\_\_\_

STATE OF NEW YORK)

) SS.:

COUNTY OF MADISON)

On the 4 day of December, in the year 2025, before me, the undersigned, personally appeared **Alex Stepanski**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as **Supervisor of the Town of Stockbridge**, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the same.

**CAMI L. KIEHN**  
**NOTARY PUBLIC, STATE OF NEW YORK**  
**Registration No. 01KI6219697**  
**Qualified in Madison County**  
**Commission Expires MARCH 29, 2024**

By Cami L Kiehn  
Notary Public  
Appointed in Madison County  
My Commission Expires 03/29/2024

STATE OF NEW YORK)

) SS.:

COUNTY OF MADISON)

On the 10 day of December, in the year 2025, before me, the undersigned, personally appeared **Zak Kristan, Ihor Semko, Kathy Erdo, Jim Chamberlain, Dave Cimpi** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as **Members of the Water Commission**, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the same.

By Monique Anne Ludwig  
Notary Public  
Appointed in Madison County  
My Commission Expires 6/21/2028

**Monique Anne Ludwig**  
**Notary Public, State of New York**  
**Qualified in Madison County**  
**No. 01LU0026063**  
**Commission Expires June 21, 2028**

## 2026 PROSPECT STREET MAINTENANCE AGREEMENT

**THIS AGREEMENT, MADE THIS 8 DAY OF December 2025,**  
by and between the **CITY OF ONEIDA**, a municipal corporation located in the County of Madison, State of New York, and hereinafter referred to as the "CITY," and the **PROSPECT STREET WATER DISTRICT**, by and through the Town Board of the Town of Vernon, County of Oneida, State of New York, hereinafter referred to as the "DISTRICT,"

WHEREAS, the parties have agreed that the CITY will perform certain services for the DISTRICT in the operation of its water system; and

WHEREAS, the parties wish to reduce to writing the agreement between themselves; and

NOW, THEREFORE, IT IS MUTUALLY HEREBY COVENANTED AND AGREED as follows:

1. The CITY shall take chlorine residual samples three (3) days/week on Monday, Wednesday, and Friday, and shall record the testing on the water system operation report.
2. The CITY shall obtain and test one (1) bacteriological sample monthly.
3. The CITY shall prepare monthly operations reports and submit the reports to the Oneida County Health Department and the DISTRICT.
4. The CITY shall make emergency repairs and replacements to the water distribution system as called for during the term of this agreement. The CITY shall be reimbursed for the labor, materials, and equipment of such emergency repairs and replacements in the amount of cost-plus ten percent (10%). The CITY shall bill the DISTRICT for such repair services within the month that such work is completed. Payment shall be due within thirty (30) days.
5. Non-emergency repairs, relocations, adjustments and new installations shall be made by the CITY to the water system of the DISTRICT, upon providing the DISTRICT with a written estimate for the work based upon labor, materials and equipment plus ten percent (10%), and acceptance thereof by the DISTRICT. The CITY shall bill the DISTRICT for such services within the month that such work is completed. Payment shall be due within thirty (30) days.
6. The CITY shall locate and mark the underground water facilities in the DISTRICT when required pursuant to Industrial Code Rule 753.
7. The CITY shall flush the mains of the DISTRICT in accordance with the CITY flushing program. The CITY shall provide notification of the scheduled day(s) of flushing to the DISTRICT.



## 2026 PROSPECT STREET MAINTENANCE AGREEMENT

8. The CITY shall annually inspect and winterize the hydrants of the DISTRICT. The DISTRICT shall notify the CITY within twenty-four (24) hours after a hydrant is used, found defective or damaged in the DISTRICT. The CITY shall re-winterize and inspect any hydrant used during the year. The DISTRICT shall have its hydrants promptly and regularly cleared of snow, grass or other debris at the DISTRICT expense.
9. Unless reimbursement for services is otherwise enumerated herein, the CITY shall perform the services for the DISTRICT for the annual sum of Eleven Thousand One Hundred and Seventy Dollars (\$11,170).
10. Repeat samples because of total coliform positive samples and the month following additional four (4) routine bacteriological samples shall be billed at the rate of Forty Dollars (\$40.00) per sample.
11. The CITY shall bill the DISTRICT for the above sum, exclusive of repeat and additional bacteriological samples which shall be billed in the half-year obtained, one-half thereof on June 1, 2026, and one-half thereof on December 1, 2026, which said sum shall be paid within 30 days of billing.
12. That by this agreement the CITY undertakes only to perform the services set forth herein and the DISTRICT retains the full responsibility for the operation of the water system. The CITY does not guarantee, nor shall it be responsible or liable for, any failure to deliver to the customers of the DISTRICT water with respect to either quantity or quality. The DISTRICT agrees to indemnify, defend and hold harmless the CITY, its officers, agents, and employees, from and against all loss or expense, including reasonable attorneys' fees, that may arise with respect to all matters relating thereto. The DISTRICT agrees to provide and thereafter continue to keep in full force and effect insurance protecting and indemnifying the CITY from all liability or claims for injury or damage to third persons or property because of actions of the CITY, excepting the active negligence of the CITY.

Liability and property damage insurance policies shall have limits of not less than:

Bodily Injury Liability	Each Person	\$1,000,000.00
	Each Occurrence	\$2,000,000.00
Property Damage Liability	Each Accident	\$1,000,000.00
	Aggregate	\$2,000,000.00

The DISTRICT shall provide the CITY with endorsements and a Certificate of Insurance throughout the term of this agreement demonstrating such coverage. Endorsements shall designate the CITY as additional insured in the above amounts for the duration of this agreement and shall provide that the CITY shall receive 15 days prior written notice of any change or cancellation of such policies.





## 2026 PROSPECT STREET MAINTENANCE AGREEMENT

13. This agreement and all terms, conditions and stipulations thereof, shall continue and remain in full force and effect for the period of one (1) year from the 1st day of January 2026.
14. This agreement may not be amended or modified in any manner except by an instrument in writing sign by the Parties.
15. In the event any provision hereof shall be held for any reason to be illegal, invalid or unenforceable, such provisions shall be considered severable and the illegality, invalidity or unenforceability of any provision shall not affect the validity of any other provision, which shall continue in full force and effect, provided that the unenforceable or invalid provision is not material to the overall purpose or operation of this agreement. If necessary, in order to make the agreement legal, valid and enforceable, the Parties shall meet to confer upon a written amendment or modification to the agreement.
16. The waiver by either party of a breach of any provision contained herein shall be in writing and shall in no way be construed as a waiver of any succeeding breach of such provision or the waiver of the provisions itself.
17. Neither party may assign, delegate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.
18. This agreement contains the sole and entire agreement of the Parties with respect to the subject matter hereof and no oral statement or written matter prior to the date of the agreement shall have any force or effect.
19. This agreement shall be deemed to have been executed and delivered in the State of New York and shall be governed by and construed in accordance with the laws of the State of New York, without reference to choice of law rules or principles. All disputes arising out of this agreement shall be resolved by a court of competent jurisdiction in the State of New York.



2026 PROSPECT STREET MAINTENANCE AGREEMENT

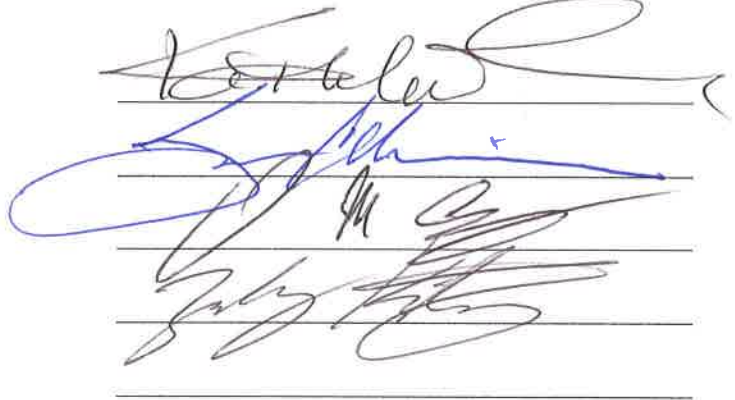
IN WITNESS WHEREOF, most of the Board of Water Commissioners of the City of Oneida has, pursuant to a resolution of said Board, duly executed this contract, and the City of Oneida has caused its corporate seal to be affixed hereto and these presents to be signed by its duly authorized officers, the day and year first above written.

THE CITY OF ONEIDA, NEW YORK

SEAL

BY

City Manager – City of Oneida

The block contains four handwritten signatures. The first signature is in black ink and appears to be 'K. Kelleher'. The second signature is in blue ink and is more stylized. The third and fourth signatures are in black ink and are also stylized. They are all written over horizontal lines.

Water Commissioners  
City of Oneida, New York

Town of Vernon, acting for and on behalf of  
The Prospect Street Water District

SEAL

BY

Vernon Town Supervisor



2026 PROSPECT STREET MAINTENANCE AGREEMENT

STATE OF NEW YORK)

) SS.:

COUNTY OF MADISON)

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2025, before me, the undersigned, personally appeared **Kyle Lovell**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as **City Manager - City of Oneida**, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the same.

By \_\_\_\_\_  
Notary Public  
Appointed in Madison County  
My Commission Expires \_\_\_\_/\_\_\_\_/\_\_\_\_

STATE OF NEW YORK)

) SS.:

COUNTY OF ONEIDA)

On the 9th day of December, in the year 2025, before me, the undersigned, personally appeared **Randy Watson**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as **Supervisor of the Town of Vernon**, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the same.

Monique Anne Ludwig  
Notary Public, State of New York  
Qualified in Madison County  
No. 01LU0026063  
Commission Expires June 21, 2028

By Monique Ludwig  
Notary Public  
Appointed in Oneida County  
My Commission Expires 6 / 21 / 2028

STATE OF NEW YORK)

) SS.:

COUNTY OF MADISON)

On the 10 day of December, in the year 2025, before me, the undersigned, personally appeared **Zak Kristan, Ihor Semko, Kathy Erdo, Jim Chamberlain, Dave Cimpi** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as **Members of the Water Commission**, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the same.

Monique Anne Ludwig  
Notary Public, State of New York  
Qualified in Madison County  
No. 01LU0026063  
Commission Expires June 21, 2028

By Monique Ludwig  
Notary Public  
Appointed in Madison County  
My Commission Expires 6 / 21 / 2028



## 2026 MARBLE HILL MAINTENANCE AGREEMENT

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the City of Oneida, New York, a municipal corporation located in the County of Madison, State of New York (the "CITY"), and the Oneida Indian Nation, a sovereign Indian Nation (the "NATION"), owner of the Marble Hill Water Project, located in the County of Oneida, State of New York, (the "PROJECT").

WHEREAS, the parties have agreed that the CITY will perform certain services for the NATION in connection with the Nation's operation of the PROJECT.

NOW, THEREFORE, IT IS HEREBY MUTUALLY COVENANTED AND AGREED as follows:

1. The CITY shall, on a weekly basis, provide the labor and equipment to inspect and maintain the pump station that is located within the PROJECT for the NATION, *provided*, any materials and parts necessary for the CITY to perform maintenance on the pump station, including the cost and expense of acquiring and the delivery of such materials and parts, shall be the exclusive responsibility of the NATION. In the event that the City purchases and acquires materials and parts necessary for maintenance on the pump station, the CITY shall bill the NATION for such materials and parts at cost within the month that such materials or parts are acquired and used by the CITY for maintenance on the pump station, *provided*, the NATION has pre-approved such purchase(s) in writing upon receipt of an estimate from the CITY. Payment shall be due within thirty (30) days of the NATION's receipt of an itemized invoice provided by the CITY.
2. The CITY shall obtain one (1) chlorine residual sample on a weekly basis and shall record the results on the water system operation report.
3. The CITY shall obtain and test one (1) bacteriological sample on a monthly basis.
4. The CITY shall prepare monthly operations reports and submit the reports to the Oneida County Health Department and the NATION.
5. The CITY shall make emergency repairs and replacements to the PROJECT as required during the term of this Agreement. The CITY shall be reimbursed for the labor, materials, and equipment of such emergency repairs and replacements by the NATION at cost plus ten percent (10%). The CITY shall bill the NATION for such repair services within the month that such work is completed. Payment shall be due within thirty (30) days of the NATION's receipt of an itemized invoice provided by the CITY.
6. Non-emergency repairs, relocations, adjustments and new installations made by the CITY to the water distribution system of the PROJECT, shall be billed to the NATION by the CITY based upon the actual cost of labor, materials and equipment plus ten percent (10%), *provided*, the Nation has pre-approved such work in writing upon receipt and review of a quote from the CITY. The CITY shall bill the NATION for such services within the month that such work is completed. Payment shall be due within thirty (30) days of the NATION's receipt of an itemized invoice provided by the CITY.
7. The City shall locate and mark underground water facilities in the PROJECT when required pursuant to Industrial Code Rule 753.
8. The CITY shall flush the mains of the PROJECT once per year. The CITY shall provide advanced notification of the scheduled day of flushing to the NATION.

## 2026 MARBLE HILL MAINTENANCE AGREEMENT

9. The CITY shall annually inspect and winterize the hydrants of the PROJECT. The NATION shall notify the CITY within twenty-four (24) hours after a hydrant is used, found defective or damaged in the PROJECT and the CITY shall re-winterize and inspect any such hydrant used during the course of the year. The NATION shall regularly keep the PROJECT hydrants cleared of snow, grass or other debris at the NATION's expense.
10. The CITY shall read and repair the meters of retail users in the PROJECT, issue bills based upon the reading at the rates established by the NATION, collect billings from residents of the PROJECT, and maintain individual account balances. The revenue collected from the individual residents of the PROJECT for water sales and late payment penalties shall be separately accounted for. The CITY shall issue a check to the NATION on or about **October 1, 2026**, equal to the amount of revenue collected and received by the CITY from water sales and late payment penalties from residents of the PROJECT along with a detailed accounting of such revenue.
11. The CITY shall, at all times, charge to, and collect from, the retail users of the PROJECT the same charges for services, other than water sales, that the CITY presently charges to and collects from users of the CITY Water System. Revenue collected by the CITY for charges to individual residents of the PROJECT, other than water sales and late payment penalties, shall belong to the CITY.
12. The parties agree that the City of Oneida Water Department Rules and Regulations, while not applicable to the NATION as a sovereign Indian nation, shall, solely for the purposes of this Agreement, govern the rights and obligations of the individual users of the PROJECT and the CITY.
13. The CITY shall operate the water distribution system of the PROJECT in accordance with the terms of this Agreement. The CITY shall maintain the water distribution system of the PROJECT so that the provision of water service under this Agreement to the PROJECT is equivalent in all material respects to the water service otherwise rendered by the CITY to other residents connected to the CITY's water distribution system.
14. The CITY acknowledges and agrees that no person or other entity shall be permitted to hook up to or in any way use the PROJECT's facilities without the prior written consent of the NATION.
15. During the term of this Agreement, the CITY shall make all service connections to meet the standards of the Rules and Regulations of the City Water Department as they may be from time to time amended.
16. In addition to the reimbursements or other payments set forth above, in exchange for the services to be performed by the CITY for the NATION under this Agreement, the Nation agrees to pay the CITY an annual sum of **Seven thousand three hundred twenty dollars (\$7,320)**, which shall be billed to the NATION by the CITY in two equal installments in accordance with the following schedule: 50% on **June 1, 2026** and 50% on **December 1, 2026**, with amounts due and payable within thirty (30) days of the NATION's receipt of such billing.



## 2026 MARBLE HILL MAINTENANCE AGREEMENT

17. All notices, objections and other communications hereunder shall be delivered 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  
5218 Patrick Road  
Verona, New York 13478  
Attention: Chief Operating Officer

With a copy to:

Oneida Indian Nation Legal Department  
5218 Patrick Road  
Verona, New York 13478  
Attention: General Counsel

If to the CITY:

City of Oneida  
109 North Main Street  
Oneida, NY 13421  
Attention: Mayor

18. Any modification or amendment to this Agreement must be in writing and signed by duly representatives of the parties.
19. Neither party shall have the right, by operation of the law or otherwise, to assign this Agreement or any of its obligations hereunder to any person or other entity without the prior written consent of the other party.
20. This Agreement constitutes the entire agreement between the parties and supersedes any prior agreement between the parties relating to its subject. This Agreement is binding upon and shall inure to the benefit of the parties and their respective and permitted successors and assigns.
21. Each party to this Agreement acknowledges and understands that each party shall rely upon the faithful performance by each other party to this Agreement and any failure to comply with any obligation shall be detrimental to the other party.
22. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to its choice of law provisions.
23. The NATION grants the CITY a limited waiver of sovereign immunity solely for the limited purpose of enforcing the terms of this Agreement by the CITY in accordance with the terms of the arbitration provision below. 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. Subject to the above, the parties agree that any controversies, disputes or claims arising out of this Agreement shall be submitted to binding arbitration for final resolution. The arbitration shall be conducted by a neutral arbitrator who shall be selected in accordance with the procedures set forth in the

## 2026 MARBLE HILL MAINTENANCE AGREEMENT

Commercial Rules of the American Arbitration Association (the "AAA"). The arbitration hearing shall take place in a mutually agreed to location, and shall be conducted in accordance with the Commercial Rules of the AAA in effect at the time of such controversy, dispute or claim. The parties and the arbitrator shall maintain strict confidentiality with respect to the arbitration. The cost of any arbitration, including the fees and expenses of the arbitrator, shall be divided equally between the NATION and the CITY and each party shall bear its own attorneys' fees.

24. That by this Agreement the CITY undertakes only to perform the services set forth herein and the NATION retains the full responsibility for the operation of the water system for the PROJECT. Other than as provided in this Agreement, in connection with the PROJECT, the CITY does not guarantee nor shall it be responsible or liable for, any failure to deliver to the customers of the NATION water with respect to either quantity or quality, and NATION agrees to indemnify, defend and hold harmless the CITY its officers, agents, and employees, from and against any and all loss or expense, , arising from a claim that the CITY has failed to deliver to the customers of the NATION water with respect to either quantity or quality. The NATION agrees to provide and carry liability and property damage insurance policies shall have limits of not less than:

Bodily Injury Liability	Each Person	\$1,000,000.00
	Each Occurrence	\$2,000,000.00
Property Damage Liability	Each Accident	\$1,000,000.00
	Aggregate	\$2,000,000.00

The NATION shall provide the CITY with endorsements and a Certificate of Insurance throughout the term of this Agreement demonstrating such coverage. Endorsements shall designate the CITY as additional insured in the above amounts for the duration of this Agreement and shall provide that the CITY shall receive 15 days prior written notice of any change or cancellation of such policies.

25. This Agreement and all terms, conditions and stipulations thereof, shall continue and remain in full force and effect for the period of one (1) year from the first day of **January 2026**.

2026 MARBLE HILL MAINTENANCE AGREEMENT

IN WITNESS WHEREOF, a majority of the Board of Water Commissioners of the City of Oneida has, pursuant to a resolution of said Board, duly executed this contract, and the City of Oneida has caused its corporate seal to be affixed hereto and these presents to be signed by its duly authorized officers, the day and year first above written.

CITY OF ONEIDA, NEW YORK

*SEAL*

\_\_\_\_\_  
City Manager – City of Oneida



\_\_\_\_\_  
Water Commissioners City of Oneida, New York

ONEIDA INDIAN NATION

*SEAL*

\_\_\_\_\_  
Ray Halbritter  
Nation Representative(s)

2026 MARBLE HILL MAINTENANCE AGREEMENT

STATE OF NEW YORK)

) SS.:

COUNTY OF MADISON)

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2025, before me, the undersigned, personally appeared **Kyle Lovell**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as **City Manager - City of Oneida**, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the same.

By \_\_\_\_\_  
Notary Public  
Appointed in Madison County  
My Commission Expires \_\_\_\_/\_\_\_\_/\_\_\_\_

STATE OF NEW YORK)

) SS.:

COUNTY OF ONEIDA)

On this \_\_\_\_\_ day of \_\_\_\_\_ 2025, before me personally came **Ray Halbritter**, to me known, who being by me duly sworn, did depose and say: That he is the Nation Representative(s) of the Oneida Indian Nation and that he signed his name to the foregoing Instrument on behalf of same and by proper authority of said Nation.

By \_\_\_\_\_  
Notary Public  
Appointed in Oneida County  
My Commission Expires \_\_\_\_/\_\_\_\_/\_\_\_\_

STATE OF NEW YORK)

) SS.:

COUNTY OF MADISON)

On the 10 day of December, in the year 2025, before me, the undersigned, personally appeared Zak Kristan, Thor Semko, Kathy Erdo, Jim Chamberlain, Dave Cimpi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as **Members of the Water Commission**, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the same.

By Monique Anne Ludwig  
Notary Public  
Appointed in Madison County  
My Commission Expires 6 / 21 / 2028

Monique Anne Ludwig  
Notary Public, State of New York  
Qualified in Madison County  
No. 01LU0026063  
Commission Expires June 21, 2028