

**AKWESASNE MOHAWKS  
LAND CLAIM  
INFORMATION**

*Compiled as of November 20, 2024*

## NYS LAND CLAIM CHRONOLOGY

DATE	ACTIVITY
1982	Mohawk Council of Akwesasne (MCA) files complaint in federal court.
1989	Saint Regis Mohawk Tribe (SRMT) and Mohawk Nation file joint complaint.
1998	US intervenes as plaintiff.
2001	Federal court issues decision on the State and Municipal Defendants' motions to dismiss, dismissing Mohawk Plaintiffs' claim to 144 acres in Hogansburg based upon the prior 1943 federal court decision.
2004	Parties reach agreement on a settlement. The Mohawk Plaintiffs hold referendum that is approved by tribal members. Parties sign agreement and it goes to NYS Legislature.
2005	U.S. Supreme Court decides <u>Sherrill</u> case, holds laches bars Oneida Nation's sovereignty over land it repurchased within its reservation boundaries. Second Circuit holds that <u>Sherrill</u> bars Cayuga Nation's land claim.
2005-2010	NYS & Counties withdraw from settlement & file motions for dismissal based on <u>Sherrill/Cayuga</u> . Second Circuit applies <u>Sherrill/Cayuga</u> to bar Oneida Nation's land claim.
2010	SRMT alleges breach of Tribal/State Gaming Compact, and withholds revenue share payments.
2011-2012	Federal court dismisses Mohawk Plaintiffs' claims <b>except the Hogansburg Triangle</b> area, based on <u>Sherrill/Cayuga</u> .
2013	SRMT continues to withhold revenue share payments and seeks arbitration of the Compact exclusivity clause breach. SRMT and NYS Governor agree to MOU that addresses revenue share issues and re-opens land claim settlement negotiations. Key is Tribe's agreement to re-pay one-half of monies that had been withheld (\$30 million), remainder at settlement of land claim, and to resume payments.

2014	SRMT, NYS, and St. Lawrence County negotiate an MOU providing a framework for settlement that retains basic elements of the 2005 settlement. The County would receive annual payments of \$4M from NYS.
2014-2016	SRMT begin negotiations with Franklin County and the State. Talks break down over County’s insistence on limiting tribal land acquisition in Area B (in Ft. Covington)— <u>allowing acquisition only west of Pike’s Creek.</u>
2016	Negotiations resume with Franklin County. Franklin County agree to significant expansion of land acquisition in Area B essentially doubling acres of available lands.
2016-2018	Many meetings with Franklin County and the State. A draft MOU is developed as a comprehensive settlement agreement with Franklin County. Despite much progress, a number of issues were not resolved, including State payments to Franklin County.
2018-2022	Beginning in June 2018 the State does not participate in person at Franklin County meetings. There is an impasse over the issue of State payments to the Counties. Franklin County insists that its payment be “guaranteed” by the State.
2021-2022	Tribe requests that litigation resume, which Magistrate grants.
March 2022	Court grants Plaintiffs’ motions, ruling that: <ul style="list-style-type: none"> <li>• No federal approval of NYS purchases of the Hogansburg Triangle; purchases violated the 1790 Trade and Non-Intercourse Act</li> <li>• Boundaries of the Tribe’s 1796 treaty have not been disestablished or diminished</li> </ul> This clears the way for the damages phase of the case.
April 2022	One month later the parties agreed to appointment of mediator (John Bickerman) to assist in settlement negotiations. The court orders that the parties provide regular status reports on mediation efforts
April 2022 to June 2023	Over the next 14 months the parties work with the mediator on settlement. Many meetings are held between and among the “groups” of parties (Mohawk Plaintiffs, Municipal Defendants, the State and United States). The Mediator is successful in resolving many lingering issues. The Mohawk Plaintiffs agree to enter into an

	<p>internal agreement amongst themselves, St. Lawrence County agrees to many of the terms included in the Franklin County MOU, and issues with the State on tuition, NYPA power and the Islands were largely resolved.</p> <p>However, over the course of this time period the State and Franklin County are unable to resolve their longstanding issue of guaranteed payments.</p> <p>The Magistrate is very frustrated with certain intractable issues that existed but reluctantly grants many extensions of the mediation process.</p>
June 2023	<p>The Court extends the mediation deadline to the end of June and requires status reports by the Parties to be filed by June 30, 2023. Finally, on June 5, 2023 after 14 months of mediated negotiations the State and Franklin County resolve their issues regarding payments to the County.</p> <p>At this point all major issues have been resolved in the settlement. In order to obtain approval for the State to execute a final settlement agreement a Bill is introduced in the NYS Legislature that gives authority to the Governor. This Bill passed on Saturday June 10, 2023.</p>
August 2023	<p>Tribe sends revised MOUs to Franklin and Saint Lawrence Counties with modest changes.</p> <p>MCA, Nation and Tribe send State a draft MOU between MCA, Nation, Tribe, State and NYPA reflecting agreements reached on State and NYPA issues over several months of negotiation.</p>
October 2023	<p>Franklin and Saint Lawrence counties agree to most but not all terms of the MOUs.</p> <p>State does not respond to MOU provided in August.</p> <p>MCA, Nation and Tribe file status reports with Court noting that State has not responded, and that issues remain with Counties.</p>
November 2023	<p>Court orders mediation reports due November 17, citing lack of sufficient progress.</p> <p>Counties agree to terms of MOUs.</p>

October 2024	Akwesasne Mohawks and State and NYPA reach agreement on Mohawk-NYPA-State MOU. Settlement Agreement is circulated for execution. Court issues order stating it expects execution by November 30, and orders status reports by December 6.
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# **AKWESASNE MOHAWKS LAND CLAIM**

## **FREQUENTLY ASKED QUESTIONS**

**Q1: Why is the Tribe putting out these FAQs?**

A: The Tribe wants to get more information out to tribal members because we are at the point of executing our land claim settlement.

**Q2: What does the Settlement Agreement Entail?**

A: There are three parts of the Settlement Agreement:

- An MOU with Franklin County
- An MOU with St. Lawrence County
- An MOU with New York State and the NY Power Authority

In addition, there is a separate MOU between the “Mohawk Plaintiffs”—SRMT, MCA and MNCC

**Q3: Can you explain what is in each MOU?**

A: Yes. Below is a table that has the basic elements of each.

<p>MOU with Franklin County</p>	<p>Land: Creates “Land Acquisition” Areas “A” and “B”</p> <p>Area A is Hogansburg Triangle (2,022 acres)</p> <p>Area B is a 7,261 acres block of land between Beaver Meadow Road and Fort Covington.</p> <p>All the lands in Area A owned by Tribe will immediately be “Indian Country” under tribal jurisdiction.</p> <p>Lands owned by Tribal Members in Area A will become Indian Country if transferred to the Tribe. Tribe will provide Tribal Members with Right to Use and Occupancy Deed.</p> <p>Area B has two Zones</p> <p>Zone 1 (3,874 acres) – Tribal land will immediately become Indian Country, and lands owned by tribal Members can be converted to Indian Country immediately.</p> <p>Zone 2 (3,387 acres) – Some Tribal Member-owned land is being grandfathered, so they can convert right away.</p> <p>Others who buy land in Zone 2 may be able to convert later -- subject to a process to resolve objections by the State, County, or Town.</p> <p>State will pay past-due taxes on Mohawk lands and foreclosures cancelled.</p> <p>To be free of taxes post-settlement, Mohawk owner must convert land to restricted fee with a tribal use and occupancy deed.</p>
<p>MOU with St. Lawrence County</p>	<p>Land: Creates Areas “C” and “D”</p> <p>Area C (3,400 acres) consists of parcels south of reservation in Brasher.</p>

	<p>Area D (1,360 acres) is in Town of Massena (Rooseveltown).</p> <p>In each area Tribal-owned land will immediately become Indian Country and Mohawks can immediately convert title the same as in Hogansburg, or Zone 1 Area B.</p> <p>State will pay past-due taxes on Mohawk lands and foreclosures cancelled.</p> <p>To be free of taxes post-settlement, Mohawk owners must convert land to restricted fee through a tribal deed.</p>
<p>MOU with New York State and the NY Power Authority</p>	<p>Money: NYPA pays \$2 million per year for 35 years</p> <p>Power: NYPA agrees to make 9MW of low-cost power available in perpetuity.</p> <p>Tuition: NYS agrees to pay SUNY full college tuition (except for two colleges (Cornell and Alfred) where payment be limited to maximum SUNY school payment) and mandatory fees for all Mohawks.</p> <p>Mohawks have access to Barnhart, Croil and Long Sault Islands for hunting, fishing, and gathering under certain conditions. Entry fees for Robert Moses State Park are waived. NYS will authorize an annual bow hunt on Barnhart Island (open to public).</p>
<p>MOU between the “Mohawk Plaintiffs”</p>	<p>NYPA money allocated between SRMT, MCA and Nation (60:20:20)</p> <p>Provisions for the Nation and MCA to convert land to restricted fee by transferring title to Tribe and accepting a deed under tribal law evidencing their right to use and occupy the land.</p> <p>Power allocated between SRMT and MCA (80:20).</p>



\*\* Attached are maps that show the location of Areas A, B, C, and D.

**Q4: Will there be a referendum vote on the MOUs?**

A: No.

**Q5: Why is that?**

A: From the beginning, Tribal Council has stated that if the settlement agreement is not significantly different from the one approved by membership in November 2004, and signed in February 2005, then there is no need for another referendum. Of course, the Tribe will still provide information and hold meetings and consultation sessions, so that the community is informed.

This table shows the similarities in the two settlements:

2005 Settlement	2024 Settlement
Land Acquisition Areas	Land Acquisition Areas
Area A (Hogansburg) 2,022 acres	Same
Area B (Town of Fort Covington) 1,300 acres (plus additional lands upon County and Town consent, which could not be unreasonably withheld)	The entire Area B (7,261 acres) is considered a land acquisition area. All of Zone 1 (3,874 acres) is available for immediate conversion of title to restricted fee status.  Parcels already owned by tribal members in Zone 2 (336 acres) are available for immediate conversion. The rest of Zone 2 may be converted later subject to a process to resolve objections by the State, County, or Town. If objections are not resolved, then Tribe may apply to have parcels acquired in trust.
Area C (Brasher) 3,400 acres	Same

Area D (Town of Massena) 1,400 acres	Same
Money from NYPA (\$70M)	Same
Free Tuition	Included, (except for two colleges (Cornell and Alfred) where payment be limited to maximum SUNY school payment) but enhanced to include all mandatory fees.
Power allocation	Included, but enhanced.
Islands Long Sault and Croil conveyed 215 acres (Massena Point) conveyed	No specific conveyance, but Plaintiffs have right of first refusal to purchase. Access provided.
Payment of \$30 million to Plaintiffs	Not included

**Q6: So, the 2024 Settlement has the same basic elements, but for some items there are changes, correct?**

A: Yes. The current settlement does not include the \$30 million payment to the Plaintiffs and potential conveyance of the Islands. However, the current settlement includes approximately 5,960 acres of additional lands that can be re-acquired by the Tribe and its members. Area B was only 1,300 acres in the 2005 agreement and in the current one, Area B Zone 1 alone totals 3,874 acres, and the entire area (7,261 acres) is available.

To the Tribal Council, the loss of the \$30 million payment is off-set by the additional 5,960 acres.

**Q7: Can you explain more about the document you call the MOU between the “Mohawk Plaintiffs”?**

A: It is an internal agreement between the Tribe, MCA and the Nation to deal with allocation of benefits provided by the settlement. The specific benefits covered are the NYPA funds, Land, Power and the Islands. The Agreement deals with them as follows:

- (1) The NYPA monies (\$2M a year for 35 years) are allocated 60% to the Tribe, 20% to MCA and 20% to the Nation;
- (2) Lands that become Indian Country will, by law, have to be held in Tribal ownership. Provisions are included to allow the Nation and MCA to transfer title to the Tribe, and to accept a deed under tribal law evidencing their right to use and occupy the land. The agreement deals with coordination by the Parties with respect to any land transfer, notification, and consultation on lands of particular cultural significance;
- (3) With respect to the 9MW of low rate power from NYPA, that is allocated 80% to the Tribe and 20% to MCA. In the event MCA cannot use the power due to legal or other reasons, then the Tribe receives 100% of the allocation for that period.
- (4) If islands are available to be purchased the Parties may jointly exercise the right to purchase. Also access and consultation will be done cooperatively.

**Q8: Why is the Tribe’s lawsuit only about the 1796 lands that were illegally sold and not all Mohawk ancestral lands?**

A: The lawsuit is a very specific one dealing with violations of a federal statute enacted in 1790 called the “Indian Trader and Non-Intercourse Act” (“NIA”). That Act prohibits any purchase of tribal lands without the express consent of the federal government. It is the basis for all so-called “Eastern Land Claims” filed around the same time as ours by the tribes in Maine, the Cayuga Nation, Oneida Nation among others.

**Q9: I’ve heard some tribal members say the Tribal Council is “selling out” because it is settling the case instead of fighting it out in court.**

A: That is not the case at all. SRMT Tribal Leadership has been fighting it out in court for over 40 years—a countless number of Chiefs, Sub Chiefs, tribal advisors, land claim committees, tribal attorneys, in-house and outside law firms have worked on the case. Our case is one of the longest running

federal court cases in history and is the only land claim remaining one in New York State.

The truth is our case has suffered a number of setbacks over time. In 2001, the district court dismissed our claim to a 144-acre parcel in Hogansburg. In 2005, the U.S. Supreme Court decided a case (*Sherrill v. Oneida Indian Nation*) that allowed NY State to use the defense of “laches” in land claim cases. Subsequently, the Cayuga and Oneida land claims were dismissed in their entirety. In 2013, the court used laches to dismiss all of our claims except the lands in Hogansburg (excluding for the 144 acre tract).

In spite of these setbacks the Tribe has fought tenaciously to keep our case alive (we are the only case left in NYS!).

And, despite the court’s dismissal of claims we are able in the settlement to recover a significant amount of land in and even outside of our 1796 treaty boundaries. And other benefits.

Is it a perfect outcome? No. But what the Tribe and all parties have achieved is hardly a sell-out. Settlement creates a clear pathway for reacquisition of Mohawk lands.

**Q10: How does the settlement work in terms of making lands “Indian Country” under tribal jurisdiction and free from State and local jurisdiction?**

A: The MOUs with the Counties have provisions that cover this. Here is how that works:

(1) Upon effective date of the settlement (when it is finally approved by U.S. Congress lands owned by the Tribe within Settlement Acquisition Areas (“SAAs”) A, B (Zone 1, and grandfathered properties in Zone 2), C and D on that date will become “Indian Country” meaning they will be treated just like the rest of the reservation’s restricted fee lands—they will be tax exempt, fully under tribal jurisdiction. If the lands are owned by individual tribal members

in order to be converted into Indian Country lands the individual will need to deed the property to the Tribe and the Tribe will then give them a Right to Use and Occupancy Deed.

(2) Any lands acquired by the Tribe within the SAAs in the future will also be able to be converted to Indian Country status as well. If the Tribe buys the lands that will be automatic. If a member buys the land they will need to deed it to Tribe and get a Right to Use and Occupancy Deed. There is a different treatment in Area B Zone 2. In that zone, the State, County, or Town could object. There is a process to resolve objections. If they are not resolved, then the Tribe could apply to have the properties taken into federal trust.

**Q11: Upon final settlement how many acres could qualify for immediate conversion within these SAAs? In other word, how many acres in Areas A, B, C and D are currently owned by the Tribe or its members?**

A: Reviewing our current spreadsheets we have calculated that a total of 3,497 acres in these Areas are owned either by the Tribe or by tribal members:

- Area A: 1,663 acres
- Area B: 688 acres
- Area C: 589 Acres
- Area D: 557 acres

A majority of these parcels, especially in Area A, are owned by individual tribal members.

**Q12: Why are MCA and the Nation involved?**

A: They claim to be successors to the “St. Regis Indians” who signed the 1796 treaty. Actually, the first party who filed a complaint was MCA, who filed in 1982. The Tribe, joined by the Nation, filed in 1989.

**Q13: Why did it take so long to file this lawsuit?**

A: Even though the NIA was in existence for a long time, it was not known whether it applied to the tribes in the Northeast because of the unique history of these tribes—since they had a pre-colonial existence and relationship with the colonies and other countries. It wasn't until 1970 that so-called Eastern Tribes, such as the Maine Tribe and the Cayuga Nation, hired lawyers who advocated bringing NIA-based land claims. In our case, in the mid-1970s we hired an attorney, Arthur Gajarsa, who had filed the Cayuga Nation's land claim case.

**Q14: You said that all claims in our case have been dismissed because of the *Sherrill v. Oneida Nation* case. Can you explain that decision and why it resulted in our claims being dismissed?**

A: In *Sherrill*, the Oneida Nation claimed lands it bought within its treaty reservation lands were exempt from NYS property taxes. Citing an obscure legal doctrine called “laches” the Court rejected the Nation's claim based on the length of time (over 200 years) that the lands in question had been owned and occupied by non-Indians. The Court said that to allow the Nation to revive its sovereignty under these circumstances would be “disruptive”. The *Sherrill* ruling was soon used by the State of New York to seek and obtain dismissal of the land claim cases of other NY tribes—the Cayuga Nation and the Oneida Nation cases.

**Q15: So, New York State has done the same thing in our case?**

A: Yes. The State and Counties filed motions in the court based on laches to try to dismiss all of our claims.

**Q16: And?**

A: They were successful in a 2012 ruling by the court that dismissed all of our claim except the Hogansburg triangle area. We were able to salvage the Hogansburg lands because we proved in court that there would not be any disruption because, unlike the other areas, the vast majority of land owners in Hogansburg are Mohawks.

**Q17: What about the other areas such as the Fort Covington mile square or even the Massena mile square?**

A: We weren't able to prove in court that there was a high percentage of Mohawk ownership in those areas.

**Q18: So, you are saying that all that is left in our case is Hogansburg?**

A: Yes.

**Q19: What are the State and Federal requirements for the Settlement?**

A: The NYS Legislature already passed a Bill last year authorizing the Governor to sign a final settlement. When the Parties sign the final agreement and the Governor signs the Agreement it will need to be approved by the U.S. Congress.

**Q20: Do you expect any problems with that?**

A: No. The United States, through the U.S. Justice Department and Interior Department have been involved in the process. Also, the passage would not be controversial since it does not require the U.S. Government to contribute any monies, lands or other items.

**Q21: I heard that the Counties are getting money from the settlement. Why?**

A: The monies would be coming from New York State to compensate the Counties for lost tax revenues caused by the fact that lands owned by the Tribe would be property tax exempt.

**Q22: What if I live in one of the land areas (A, B, C or D) and I do not want to deed my property to the Tribe?**

A: It would make sense for a person to deed the property to the Tribe and get a Right to Use and Occupancy Deed in return, so that lands would be Indian Country lands and tax-exempt. But, that decision is entirely left to the individual tribal member. In that case, the lands would continue to be

fee simple lands whose deeds are filed with the County. As such, they would not be tax exempt post-settlement.

**Q23: Won't non-Indians in these land acquisition areas ask for lots of money for their property?**

A: Asking prices for lands in the Areas A, B, C and D may go up.

**Q24: Will the schools on the Reservation be part of the settlement?**

A: No. Salmon River and Mohawk School lands are owned by NY State and the land status will not change.

**Q25: Why are we paying St. Lawrence County \$1.5M?**

A: That was part of an MOU the Tribe entered into with the State, NYPA, and St. Lawrence County in 2014 that was intended as a roadmap for a final settlement agreement. Although the MOU is ambiguous and subject to interpretation, the County insisted on this payment as part of a final settlement. The Tribe agreed to resolve a potential impasse in order to reach a settlement.

**Q26: Is the Tribe paying Franklin County or anyone else?**

A: No, except that the Tribe is releasing \$30 million to the State, which is one-half of revenue-sharing payments it withheld from paying before 2014. The Tribe agreed in another 2014 MOU with the Governor to pay these amounts if the land claim was settled.

**Q27: What are these "land into trust" applications that I've heard about? If we have a settlement, why are we trying to take land into trust?**

A: The United States may accept title of land "in trust for" an Indian tribe. It is recognized that such lands are within tribal jurisdiction and exempt from state taxes. For lands within the 1796 treaty boundaries the applications are being done as a backup plan in case there is no settlement. The Tribe is also taking lands into trust outside the reservation boundaries. Those lands are not



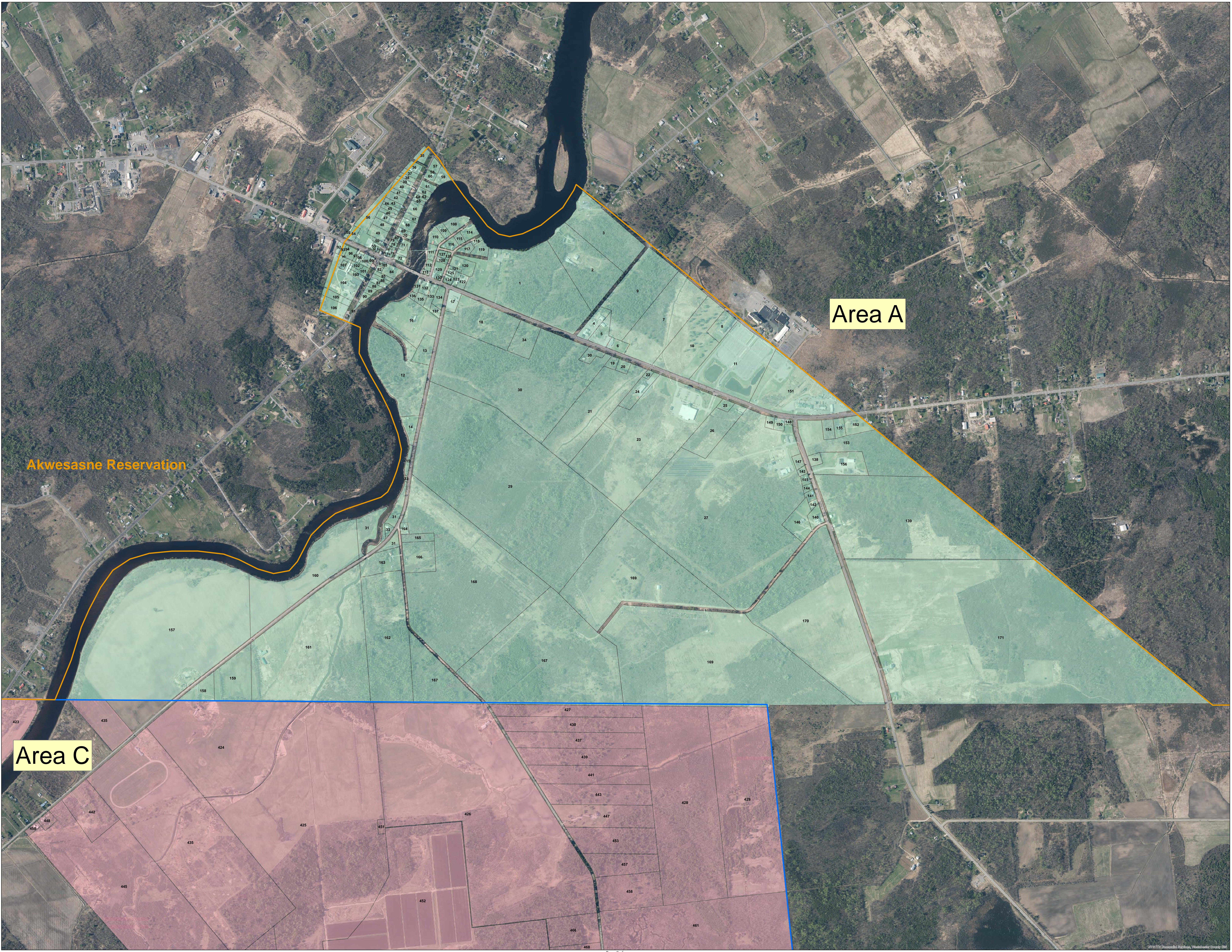
covered by the settlement. The settlement also reserves the right of the Tribe to acquire trust lands outside of areas that automatically become Indian Country under the settlement.

**Q28: My property is within reservation boundaries and is in tax foreclosure. What happens if we settle?**

A: The State will pay past taxes and foreclosures will be cancelled. To be free of taxes post-settlement, you would need to exchange your deed with the Tribe for a Right to Use and Occupancy Deed.

**Q29: If I live in these areas that are not part of the settlement land acquisition areas, I have to keep paying state property taxes?**

A: Yes. But you may be able to have your lands taken into trust.



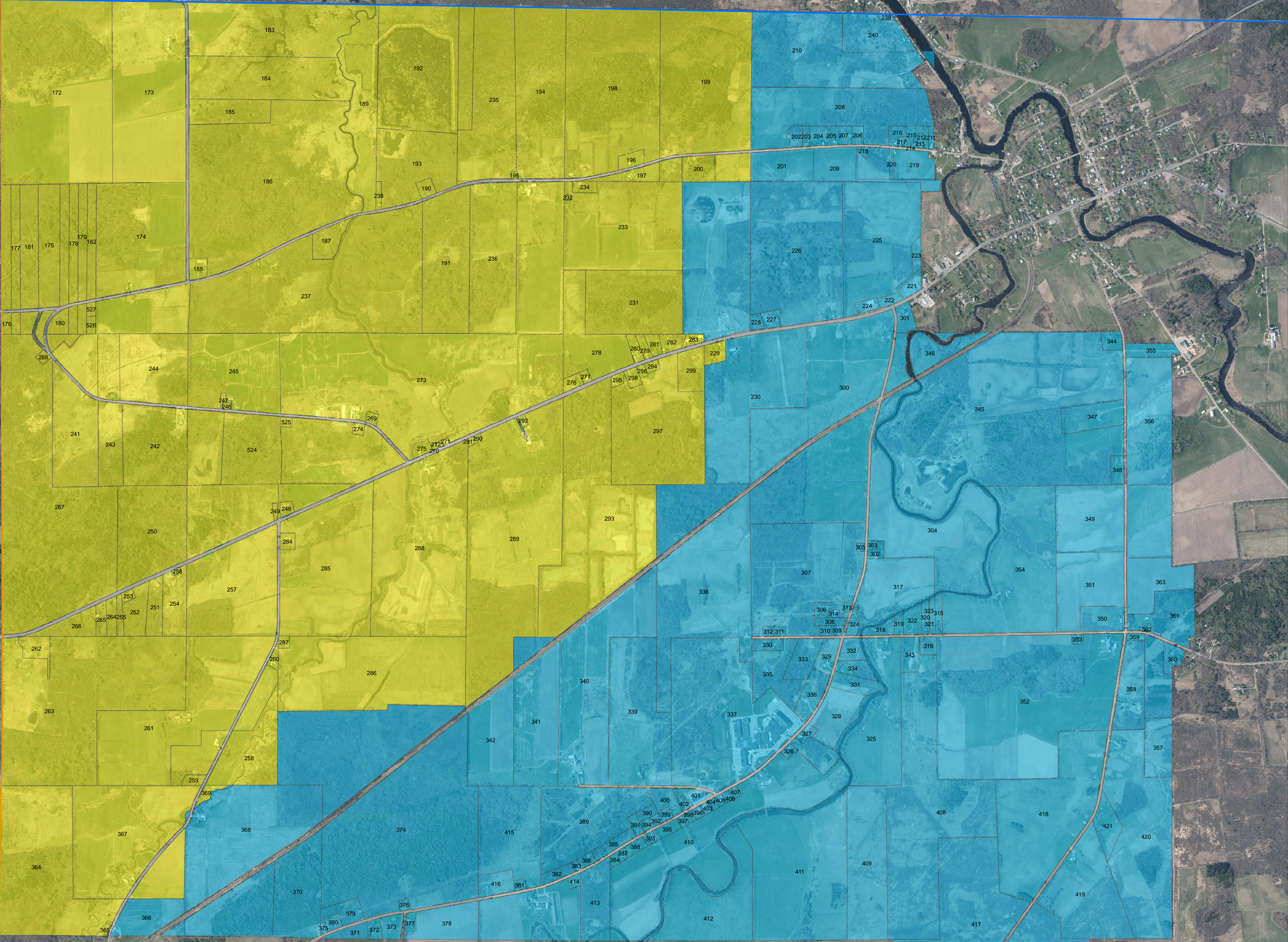
Akwesasne Reservation

Area A

Area C

Area B Zone 1

Akwesasne Reservation



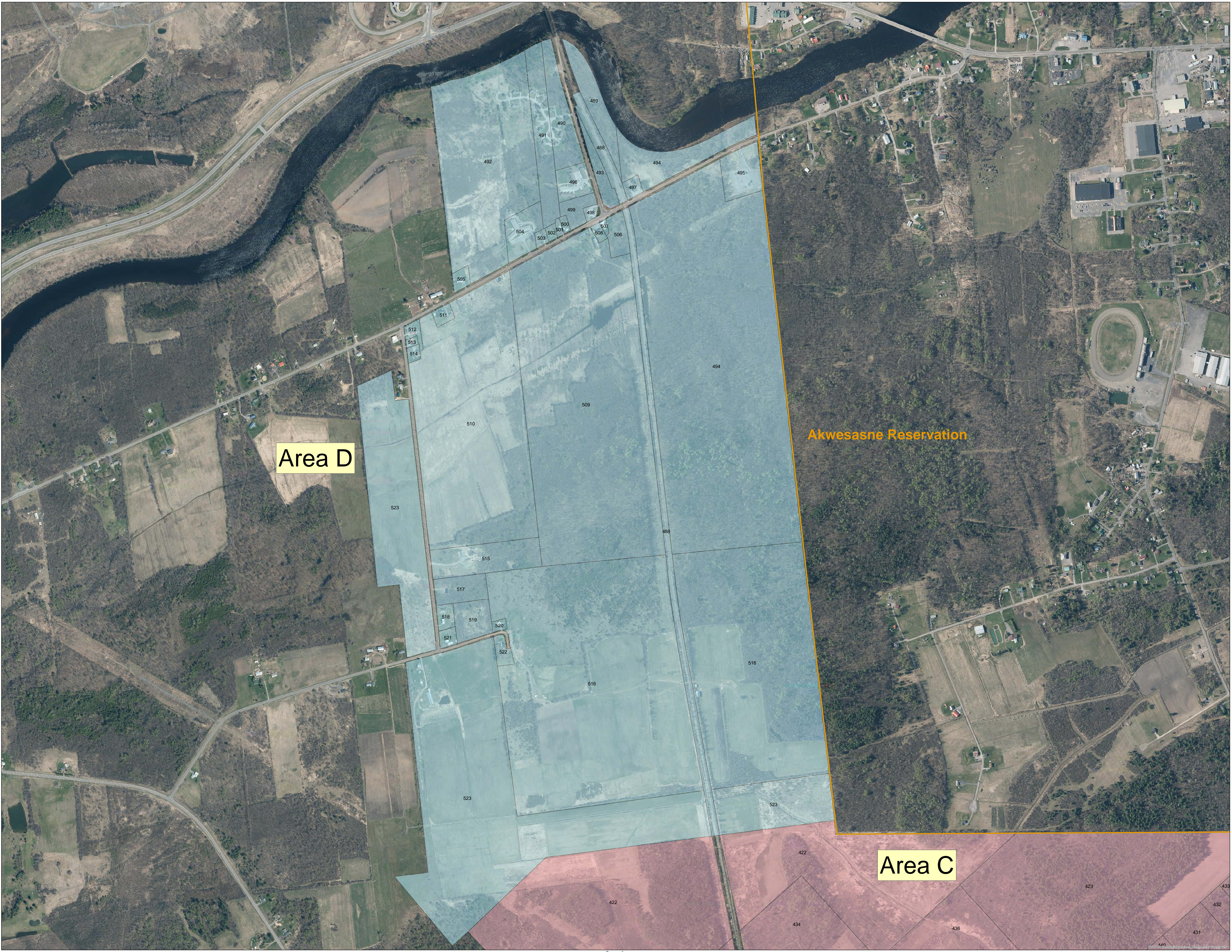
Area B Zone 2

Akwesasne Reservation

Area D

Area A

Area C



Area D

Akwesasne Reservation

Area C

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