

THE LAND UNDERNEATH IT ALL: PROPERTY, OWNERSHIP, AND BELONGING
IN SALAMANCA, NEW YORK

A Research Paper

Presented to the Faculty of the Graduate School
of Cornell University

In Partial Fulfillment of the Requirements for the Degree of
Master of Regional Planning

by

Shoshana Davidson

December 2023

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ABSTRACT

This research examines the unique case of Salamanca, the only U.S municipality situated within a federally recognized Native American Territory, Seneca Nation of Indian's Allegany Territory. In the 1990s, Salamanca faced the expiration of a restrictive 99-year lease imposed on the Seneca Nation by the U.S. Congress in 1892, locking the them into minimal rent payments. Renegotiations led to a new 40-year lease featuring fair market value payments and a \$60 million compensation from federal and state governments. This study seeks to understand the post-restoration dynamics, exploring the city's decline from its heyday to current socio-economic struggles. By examining the historical relationship between the Seneca Nation and their land, the research aims to elucidate the complexities of land governance in Salamanca, navigating both traditional Indigenous and Western perspectives. Finally, this paper argues that property is not merely a legal concept but a socio-cultural construct linked to identity and power.

BIOGRAPHICAL SKETCH

Shoshana Davidson is currently pursuing a Masters in City and Regional Planning at Cornell University. Her academic focus centers on Environmental and Land-Use Planning, reflecting a dedication to creating urban spaces that harmonize with and sustain their ecological contexts.

Shoshana earned her Bachelor of Arts degree in Environmental and Urban Studies from New College of Florida Honors College in 2017. Her professional journey has taken her across diverse landscapes, from managing farmers markets to serving as a Peace Corps Community Health Volunteer in Vanuatu to working with the City of Ithaca Economic Development Department on a Small Scale Manufacturing Initiative and Shared Commercial Kitchen project.

This research is greatly influenced by her two years living as a Peace Corps volunteer on the remote island of Malekula in the Republic of Vanuatu. Needing to navigate the complexities of community integration and development in her village, her cultural immersion unfolded through phases of adaptation, from learning local practices to understanding the complex tribal dynamics. It was in this intimate engagement that Shoshana initiated critical projects, such as Ventilated Improved Pit (VIP) toilets and a gravity-fed water system, aiming to address the community's needs while respecting its unique cultural context. The failures and successes of these initiatives underscored the importance of community ownership and deep cultural understanding, insights directly applicable to her research on Salamanca.

The challenges of being an outsider, the delicate balance between community ownership and foreign aid, and the effects of cultural nuances on urban planning are threads woven into the fabric of her academic exploration. In completing her Master's degree, Shoshana remains steadfast in her mission to bridge gaps between traditional and contemporary perspectives on land governance, striving to create urban spaces that honor both the historical narratives of Indigenous communities and the demands of a rapidly evolving world. By demonstrating cultural sensitivity, humility, and a profound respect for community voices, Shoshana hopes to become a valuable contributor to the discourse on urban planning, land governance, and the broader spectrum of socio-cultural challenges in community development.

ACKNOWLEDGMENTS

This research paper would not have been possible without the support of my Chair, George Frantz, who both introduced me to the unique case of Salamanca and encouraged me to continue this project amidst numerous roadblocks and obstacles. I am grateful to have found an advisor who has both the patience and humor to see me through the numerous missed deadlines involved in this project.

I am also thankful to the other members of my Committee, John Forester and Robert Odawi Porter. Professor Forester, during my first year in your class, I found myself taken not only in the course material, which, as you may observe, significantly shaped my thinking in this case study, but also by the compelling manner in which you imparted the knowledge. I'm grateful for your willingness to continue imparting knowledge, post-retirement, and consider myself lucky to have you as a mentor. Professor Porter, you have truly been a lifesaver. There is no way I would have been able to get the insights I needed to write this paper without you. I sincerely hope this project, like we talked about, can serve as a resource to Salamanca and Seneca Nation.

Access to data for this project proved very difficult. I am eternally grateful for Mike "Smitty" Smith, who provided an invaluable perspective into the challenges facing Salamanca today. I also want to thank Dennis Frank of St. Bonaventure University for assisting me with the archival research necessary for understanding Salamanca's long history of land negotiations. Finally, Professor Linda Shi, your seminar paved the way for the start of this paper and my thinking about property. While I haven't always been the best student, I consider you one of my best professors.

On a personal note, I want to thank my family, Phil, Fah, and Brittney Davidson for helping me set boundaries on this project. My partner, David, for having my back throughout this stressful period. My fellow non-degree receiving clowns Melody, Caleb, and Swathi, for telling me we will in fact graduate someday. And last but not least, thank you to Louni. Even though I didn't end up writing about planning for animals, you're still my best furry friend.

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Introduction

The city of Salamanca in New York is the only U.S. municipality housed within a federally recognized Native American territory, the Seneca Nation of Indian's 30,469-acre Allegany Territory. In the 1990s, this small railroad town was making national news as the 99-year lease agreement imposed by the U.S. Congress in 1892 was set to expire. This agreement had locked the Seneca Nation of Indians into receiving extremely low rent payments for the land, as little as a dollar a year in some cases, with no provisions for increases.

In 1990, the Senecas were able to negotiate a new agreement that not only increased annual lease payments to fair market value, but also secured a \$60 million payment from the Federal and State governments as compensation for the previous exploitative agreement. This lease was set for 40 years with an option to renew for another 40 years. Unsurprisingly, this new 40-year agreement was not received favorably by all residents and businesses of Salamanca. What is surprising is that when some residents refused to sign the new lease agreement, Seneca Nation succeeded in getting the U.S. Justice Department to evict them from their land.

Within the context of indigenous rights movements and calls for reparations, this case can be viewed as a victory. However, the issues facing Salamanca and the Allegany territory are far from resolved. The purpose of this research is to understand what may be next for the city. What happens after land or power is given back to indigenous people? While at its height in the 1940s Salamanca was a bustling town with over 10,000 residents, when the railroad and lumber industry that had fueled the city's growth began to decline, so

did the city. By 1990, Salamanca had a population of about 6,600, and a poverty rate of 22.2% (*US Census Survey*). Now, over 30 years later, the city has seen little improvement. According to the World Population Review's analysis of US Census data, Salamanca's population may have decreased by 2.26% since the most recent census, where the population was recorded to be 5,927 in 2020. The population decline paired with a poverty rate of 26% (*2021 American Community Survey 5-Year Estimates*), makes the future of Salamanca a big question.

Through an exploration of the history and current status of Salamanca, this paper argues that property is not only a legal construct, but a social and cultural one that is intricately tied to issues of belonging, identity, and power. Part 1 of this paper examines the Anglo-American property regime against the pre-colonial Haudenosaunee land governance system to gain a comprehensive understanding of how land governance operates in Salamanca given that, since Salamanca was settled, the Seneca Nation has had to navigate both traditional and western ideas of land, ownership, and property. Part 2 investigates the history of Salamanca and the various treaties and land deals that led to the development of the city and the unique leasing situation that exists today. Finally, Part 3 analyzes the current opportunities and challenges for transforming Salamanca from a declining rust belt town into a prosperous Seneca Nation city.

Methodology

This research project investigates land rights issues in Salamanca, with a particular focus on the intersection of property ownership and identity within the context of the Seneca Nation. To achieve this objective, a mixed-methods approach combining archival research, interviews, and fieldwork notes was employed.

Archival Research

Archival research for this project involved a comprehensive examination of relevant historical documents, records, and legal materials. St. Bonaventure University Archives were consulted and provided a trove of documentation regarding the negotiations around the Salamanca Lease Agreement. This included news reports, historical maps, government documents, legal proceedings, council minutes, emails, and other available primary source material.

Interviews

The plan for this research project was to conduct semi-structured interviews with community members and experts. Unfortunately, the research application was denied by Seneca Nation tribal council. This was due to a lack of time and resource capacity to dedicate to this project. After careful deliberation and ethical consideration, it was decided that the project would continue. In respect of the Seneca Nation tribal council's decision, no one currently employed in Seneca Nation government was contacted for an interview. However, as a result of this limited access, only one on-the-record interview was able to be conducted for this project.

Field Notes

Fieldwork observations and notes were made during visits to Salamanca. These observations focused on the physical landscape, community interactions, and any visible manifestations of land rights issues, such as land usage patterns, cultural symbols, or markers of identity. The fieldwork notes provided contextual information and support the interpretation of findings from archival research and interviews.

Ethical Considerations

It is important to note the researcher's positionality as non-native and an outsider to this case study. As such, I've tried to approach this research with respect and sensitivity, taking into account the unique history and culture of the Seneca Nation. However, as an outsider, my knowledge and access is appropriately limited. The purpose here is to provide a resource for both Salamanca and Seneca Nation to consider when planning for the city's future rather than try and propose solutions to what is a very complex situation.

Limitations

Along those lines, it is important to acknowledge limitations of this research. As mentioned, Seneca Nation leadership was approached to collaborate on this research project, but due to limited time and resources, participation in this project was denied. While this decision has been respected, the perspectives included in this paper are greatly limited and may not represent the entire spectrum of community opinions. Additionally, the fieldwork notes may be subjective and influenced by the researcher's interpretation. Despite these limitations, every effort was made to ensure the validity and reliability of the research findings.

Overall, this mixed-methods approach aims to provide a comprehensive and nuanced understanding of land rights issues in Salamanca, shedding light on the complex interplay between property, ownership, and belonging within the context of the Seneca Nation.

Part 1. Contrasting Land Tenure Systems

Ideas of Christian Nationalism in the Private Property Regime

In 2008, the phrase 'Land Back' was used as an Instagram caption by Arnell Tailfeathers of Manitoba. It quickly went viral for succinctly encapsulating the Indigenous people's long struggle to reclaim their traditional lands across Turtle Island—what is currently called the United States and Canada. Land Back has since snowballed into a global

movement and rallying call. Land Back encompasses many Indigenous-led initiatives, but can be understood more simply as any actions taken to return jurisdiction, authority, and resources to Indigenous people (i.e. restoring Indigenous people's legal rights to land, putting land back under Indigenous stewardship, or more broadly, active refusal to follow colonial laws on traditional territories) (Yesno, 2022). To understand the full meaning of the justice being called for in Land Back requires us to start at the beginning, with understanding the historical context and the theoretical frameworks used to take land and transform it into property.

The Western (primarily Anglo American) property regime is rooted in the Christian theological political narrative of creation recounted in Genesis. As noted by Dorries, “domination enables the creation of property while also obligating man to ‘rule over the fish of the sea, and the birds in the sky, and over every living creature that moves on the ground’ (Genesis 1:28)” (2022, p. 312). In his analysis of the transformations of American land from common use to private commodity, Krueckeberg points out the biblical justification, codified in the Magna Charta, used by the colonists, “The taking of land from Native Americans was understood by the colonists not as theft, but as the fulfillment of divine will and a means of personal and perhaps cultural redemption. In their view their appropriation of the land was, in the most profound sense, proper. By implication, of course, to be without property was to be without the means of pleasing God, to be unredeemed, uncivilized, and savage” (1995, pg. 303). In this way, proprietorship is justified as an element of natural order that needs to be protected by governments. This idea was put into practice in the landmark U.S. Supreme Court case *Johnson v. M’Intosh* (1823) and the use of the discovery

doctrine. Here, the court established a framework for how property rights are established under U.S. law and furthermore defined the nature of land title for Native Americans.

Johnson v M'Intosh and the Discovery Doctrine

The Johnson v M'Intosh case involved a dispute between two claimants to the same parcel of land. The land in question was 43,000 square miles of rich farmland at the junctures of four major river systems in Indiana and Illinois. Using a chain of title, courts can look at historic records of ownership to trace titles back to the original property owner, also known as the “root of title”. In other words, timing is everything—“first in time, first in right”. If both parties can trace their ownership back to the same root of title, the party whose predecessor was the prior grantee from the common grantor prevails. This is referred to as the nemo dat principle, short for nemo dat quod non habet (“you cannot give that which you do not have”).

In Johnson v M'Intosh, the plaintiff, Johnson, traced his title back to a direct purchase from the Piankeshaw and Illinois Tribes in 1773 and 1775, respectively. The defendant, M'Intosh, traced his title to a purchase from the United States government in 1818. The government in turn acquired its rights from the Piankeshaw and Illinois Tribes by treaty in 1795, so there is a common grantor—the Tribes. Early in the case, Chief Justice Marshall states “The facts, as stated in the case agreed, show the authority of the chiefs who executed this conveyance, so far as it could be given by their own people; and likewise show, that the particular tribes for whom these chiefs acted were in rightful possession of the land they sold” (Johnson v. M'Intosh, Supreme Court of the United States, 1823, 21 U.S. (8 Wheat.) 543). Given that there is no problem in the validity of these transfers, under the

traditional nemo dat principle, Johnson, whose predecessor was the prior grantee from a common grantor should prevail.

Instead, the Supreme Court ruled in favor of M'Intosh. This was justified with the discovery doctrine, which provided that, "upon discovery of the continent, European sovereigns acquired title to all discovered land, while indigenous peoples retained only an 'occupancy' right that could be transferred only to the same discovering sovereigns" (Robertson, 2005, pg. 4). The main inquiry of this case was, as Chief Justice Marshall declared, "confined to the power of Indians to give, and of private individuals to receive, a title which can be sustained in the Courts of this country" (*Johnson v. M'Intosh*, Supreme Court of the United States, 1823, 21 U.S. (8 Wheat.) 543). According to the court, the transfer of land from the Indian tribes (Piankashaws and Illinois Indians in this case) to Johnson could not exist because the Indian tribes lacked the power to transfer the land titles. In contrast, the transfer of the land to the U.S. government was legitimate because the Indian tribes' status as 'occupants' included the ability to transfer the land to the federal government. Of course, if they refused to give up their lands to the federal government they were forced to do so. As Robertson summarizes, "Discovery converted the indigenous owners of discovered lands into tenants on those lands. The underlying title belonged to the discovering sovereign. The indigenous occupants were free to sell their "lease," but only to the landlord, and they were subject to eviction at any time. More than 180 years later, the discovery doctrine is still the law." (Robertson, 2005, pg. x). By rejecting the common law principle of "first in time, first in right," the court effectively gave the federal government the power to determine who has title to land, rather than recognizing the rights of Indigenous nations to govern their own territories. In his analysis of the ruling, Newcomb finds, "This

question regarding the power of a nation to dispose of its own lands, at its own will, to persons of its own choosing, was an inquiry into more than just the nature of its title; it was an inquiry into the very nature of that nation's sovereignty or dominion” (1992, pg. 320).

Chief Justice Marshall's justifications for the *Johnson v M'Intosh* decision sets forth a theory of property. Firstly, Marshall argued that the outcome was necessary for the United States. He believed that the United States needed a clear and consistent system for establishing land titles in order to avoid chaos and confusion. Ruling in favor of Johnson would have thrown all land titles into question. Secondly, Marshall drew upon the concept of natural law to justify the outcome. He believed that there was an inherent justice in the idea that the first in time should have the right to the property, but he also recognized that this principle had to be balanced against the needs of society as a whole, or at least white colonial settler society. Marshall felt that the needs of the United States to establish clear land titles outweighed the individual right of Johnson to his land. Thirdly, Marshall argued that leaving Native Americans in possession of the land would be detrimental to the country. Toward the end of his opinion, Marshall describes Native Americans as “fierce savages,” “whose subsistence was drawn chiefly from the forest.” In contrast, Marshall described the European settlers as “agriculturalists” who parceled out land in private plots. The Native American use of land (or what he thought was their use of land) was not considered to constitute ownership. He believed that the character and habits of the Native American people would result in the country being left in a “wilderness” if they were allowed to retain possession of the land. Marshall also believed that the United States had a duty to bring civilization to the Native American people, and that this duty could not be fulfilled if they were allowed to remain in possession of the land.

Property as Settler Colonialism Conquest

Chief Justice Marshall's acknowledgement that the Indian nations were in rightful possession of their lands and that the chiefs who made the conveyances were authorized by their people to sell the land were two important facts that established the principles of justice for ownership and sovereignty of a nation's territory (Newcomb, 1992). However, if the Court extended these principles to Indian nations, it would be preventing the federal government from engaging in the profitable and expedient practice of selling grants of lands to which Indian nations still held unextinguished title. This is because if Indian nations were recognized as possessing rights of empire and domain, the federal government could not grant Indian lands until the Indians' right of soil had first been fully extinguished. The distinction between dominion and occupancy in Marshall's ruling solved this dilemma. Despite acknowledging Indigenous sovereignty, the ultimate control over the territory was considered to belong to the European sovereign who had "discovered" it. Chief Justice Marshall's description of Native Americans as "fierce savages" whose use of the land (i.e. hunting and gathering) did not constitute ownership. Ownership was reserved for the "agriculturalists" reflecting the underlying ideology of Christian nationalism that characterizes the dominant Anglo-American property regime. Indigenous peoples were viewed as having a limited right to use the territory that Europeans had discovered, while the ultimate authority and ownership remained with the European sovereigns.

This distinction between dominion and occupancy sheds light on the settler-colonial project, which relied on the displacement and elimination of native societies. By asserting European dominion and relegating Indigenous peoples to a limited right of occupancy, the

colonial powers aimed to justify their control and eventual dispossession of Indigenous lands. This understanding underscores the deeply unequal power dynamics and the systemic erasure of Indigenous sovereignty and self-determination throughout the process of colonization.

The Cultural History Embedded in the Haudenosaunee Land Tenure System

As discussed, in order for the U.S. to continue to exist, the Anglo-American property regime needed to, at best exclude, or at worst, eliminate the native. As Wolfe (2006) explains, “Indigenous people obstructed settlers’ access to land, so their increase was counterproductive. In this way, the restrictive racial classification of Indians straightforwardly furthered the logic of elimination” (pg. 388). While systematic elimination of Native Americans is evident when examining the roots of property law, this doesn’t mean it succeeded.

The Seneca Nation of Indian's relationship with the U.S. government stands in contrast to the forced removal and relocation of other indigenous tribes, such as the Cherokee or the Navajo. In 1784 at the conclusion of the Revolutionary War, the new United States and Haudenosaunee signed the Treaty of Ft. Stanwix in which the United States and Haudenosaunee recognized each other as sovereign nations, with identified territories. This recognition of the Haudenosaunee as sovereign nations was reaffirmed with the Treaty of Canandaigua of 1794. These treaties in effect inoculated the Haudenosaunee against Marshall’s doctrine of discovery. The Seneca territories remained under their sovereignty, even as they agreed to (or were tricked into) selling almost all of their territory.

Salamanca is located within the Allegany territory. The Allegany Territory is one of 3 territories of the Seneca Nation that were never ceded to the U.S. government or sold. It is located in western New York, south of Buffalo and Rochester, and covers 30,469 acres of land running along the Allegany River. There are important differences between native territories and native reservations, a distinction that is critical to understanding differences in U.S. and tribal relations. The other two territories of the Seneca Nation are the Cattaraugus Territory, 30 miles north of the Allegany Territory, and covering some 22,016 acres, and the small 1-square mile Oil Springs Territory about 25 miles east of Salamanca¹. Reservations are lands that the U.S. government set aside for indigenous people to live on after using the doctrine of discovery to forcibly dispossess them from their homelands. Native territories are lands that indigenous nations have always lived on and consider their ancestral homelands.

The Seneca Nation of Indians (Onondowa'ga) is one of the original nations of the Haudenosaunee. The Haudenosaunee, also known as the Five Nations Iroquois Confederacy, was a powerful political alliance that united five indigenous nations: the Mohawk, Oneida, Onondaga, Cayuga, and Seneca. Established under the Great Law of Peace, the Haudenosaunee Confederacy stewarded the lands in northeast North America for hundreds of years prior to the Europeans' "discovery" of America. With the Great Law of Peace, a highly structured and ordered legal system, the Haudenosaunee maintained a governance system based on consensus, respect for individual sovereignty, and collective responsibility.

¹ There is a fourth territory, the Tonawanda Territory of Tonawanda Seneca Nation northeast of Buffalo. Members of the Tonawanda Seneca Nation (formerly known as the Tonawanda Band of the Seneca Nation) in 1848 rejected the new constitutional republic form created in the wake of the Treaty of Buffalo. They instead chose to retained the historic Haudenosaunee form of government. In 1857 under a treaty with the United States the Tonawanda Seneca Nation was given authority to purchase back the Tonawanda Territory and restore it as sovereign territory. Today it encompasses about 7,616 acres.

Under this system, each nation retained its own identity and autonomy while working together for the common good of all. As Seneca legal scholar Robert Porter (1997) states, “For the Haudenosaunee, peace was not simply the absence of war, it ‘was the law’ and an affirmative government objective. So dominant was this philosophy that its pursuit affected the entire range of international, domestic, clan, and interpersonal relationships of the Haudenosaunee” (pg. 240).

The Role of Stories in Cultural Identity

There is a system underlying the way we organize ourselves, relate to one another, and relate to our surroundings. In the modern world, the Anglo-American property regime has become the dominant system in which we relate to land and the control of land. However, understanding the unusual case of Salamanca means understanding its position atop two very different systems. The following section will discuss the land tenure system in place prior to European colonization. It is important to emphasize that it was not just the establishment of the Great Law of Peace alone that united these nations, but the sharing of a deep cultural history and belief system. In order to understand the Haudenosaunee connection to the land and how this is tied to identity requires acknowledging their cultural tradition of storytelling. For this reason, these stories will be given the respect they command and space within this paper.

Creation Story

Mohawk scholar Susan Hill (2017) explains, “the Haudenosaunee Creation Story serves as the basis for our understanding of the world and our place within it” (pg. 16). Within the story are beliefs regarding the appropriate relationship between humans and the

rest of the world. This retelling of the Creation Story is not a definitive version, as Hill states, “how this world came to be has been recorded and maintained in many forms. Considering the overarching themes of creation and the belief that creation is a constantly occurring and recurring process rather than something that happened once in the long-ago past, it is understandable that the story of creation cannot be expressed in a single form,” (2007, pg. 17). For the purposes of this paper, I have relied on Hill’s version as it focuses on the themes of land and territory that are most relevant to the current topic.

In the beginning, there was only Sky World. The story begins with Earth Grasper and Mature Flowers, members of two different villages, marrying. Earth Grasper has a dream of uprooting a tree under his stewardship. Many beings in the Sky World are called upon to help uproot this tree (including Wind, Fire Dragon, and game animals). Earth Grasper and his pregnant wife, Mature Flowers, sit on the edge of the hole. Earth Grasper pushes her into the hole to fulfill the final part of his dream. He replants the tree and she descends into the world of water below. A duck breaks her fall and places her on the back of a giant sea turtle. A muskrat sacrifices his life to bring dirt from under the water to place on top of the turtles back. From here the world begins to grow, “From this we learn that soil has transformative powers. We learn that because of great sacrifices such as those of the turtle and the muskrat, life in this world had a chance to start because they assisted in the creation of land” (Hill, 2007, pg. 20).

Mature Flowers gives birth to her daughter, Zephyr, on the turtle’s back. The turtle’s back continued to grow as they walked about. When Zephyr grew up, Mature Flowers selected Turtleman for her to marry. Turtleman visits Zephyr and shoots two arrows into her abdomen. She never sees him again but is pregnant with twins who are arguing inside of her.

When it was time for the twins to be born, Zephyr was alone. One of the boys was in position to be born first, but the other boy did not want to be second so he pushed his way through his mother's armpit, killing her, while his brother entered the world through the birth canal. The boy who caused her death was named Flint, but he lied to Mature Flowers and told her his brother, Skyholder (later known as the Creator), killed her. Zephyr is the first person buried in this world and Mature Flowers plants corn, beans, squash, tobacco, and strawberries on top of her grave, "Because her body was placed in the earth, allowing her remains to nourish growing things, the Creator instructed humans to refer to the earth as Yethi'nihtenhsa Onhwentsya—our mother, the earth—in honour of his mother" (Hill, 2007, pg. 21)

Mature Flowers challenges Skyholder to a gamble for control over the earth. Mature Flowers and Flint believed that earth should be a cold and dark place free of lifeforms, "In other words, in order to have life continue, Skyholder had to win control of the land" (Hill, 2007, pg. 22). He wins the challenge. The Creation Story acknowledges the special power inherent in the earth, which is the result of various elements that brought the earth into existence. This power is utilized by Skyholder, who creates different living beings by shaping clay into their physical forms and breathing life into them. The Creation Story also emphasizes the cyclical nature of life, as Skyholder states that beings come from the earth and eventually return to it, allowing for future life to continue.

Skyholder, the Creator, formed human beings using elements from the earth. He took up soil and acknowledged its living nature, indicating that the bodies made from it would also continue to live. Skyholder infused different aspects of his own being into the human body, including life, mind, blood, sight, and speech. With the placement of his breath, the

human being came to life, standing on the earth. This story reflects the belief among the Haudenosaunee that the life force of the earth grants life to humans. After completing his work, the Creator informed humans that he would return to the Sky World but provided them with a means of communication through the burning of tobacco. He also left them with the Original Instructions, guiding how life on earth should be lived. The Creator intended for humans to cultivate the land and make it beautiful, to dwell upon it. The relationship between humans and the sun is highlighted, with the sun playing a role in the development of life on earth. The Creator's instructions to plant and nurture the earth, as well as the partnership between humans and the sun, are key aspects that convey the important role of agriculture in Haudenosaunee society.

The Creation Story remains a vital part of Haudenosaunee life and belief system. The Original Instructions bestowed upon humanity by the Creator in the Creation Story hold profound significance within Haudenosaunee culture. These instructions, which outline the purpose of human existence, the relationships with the natural world, and the responsibilities towards one another, form the basis of the Great Law of Peace. Just as the Creator provided guidance on how life should be lived on this earth, the Great Law of Peace serves as a governing framework for the Haudenosaunee Confederacy, uniting the Six Nations and establishing principles of justice, harmony, and collective decision-making. As Porter (1997) notes, ““This consensus oriented decision-making process allowed for such a concentration of political strength that the Haudenosaunee was the dominant military presence in the eastern portion of the North American continent for over 300 years” (pg. 244).

The Great Law of Peace

The Great Law of Peace emerged as a gift from the Creator to save the people of the Five Nations from destroying themselves. During a time of violence, civil war, and cannibalism, it is said that the Creator sent a messenger, known as the Peacemaker, to guide the Haudenosaunee people back to their Original Instructions. The message had three parts and is described below:

Righteousness means justice practiced between men and between nations; it also means a desire to see justice prevail.

Health means soundness of mind and body; it also means peace, for that is what comes when minds are sane and bodies cared for.

Power means authority, the authority of law and custom, backed by such force as is necessary to make justice prevail; it means also religion, for justice enforced is the will of the Holder of the Heavens and has his sanction. (Porter, 1997, pg. 241)

Prior to the establishment of the Great Law, traveling was very dangerous and leaving the boundaries of one's village was known to be unsafe. The Peacemaker's journey to spread the Creator's message reflects these dangers. He encountered many challenges in convincing the Haudenosaunee people and leadership to accept the Great Law, including his encounter with Atotarho, the evil wizard chief of the Onondagas. Hill (2007) explains, "Upon the approach of Atotarho the people sang a song taught to them by a bird. The power of the song, along with the tidings of peace, aided in the transformation of Atotarho's twisted mind and body to accept the Great Law and the power of peace...Atotarho became the ultimate symbol of the Great Law's ability to overcome the greatest obstacles through peace rather than war" (pg. 31). Here, we see elements of mysticism tied to nature and peace in Haudenosaunee cultural history. Eventually, based solely on the Peacemaker's teachings, the leadership of the five nations formed the Haudenosaunee alliance under the Great Law: "now we have completed the task of forming the League; we now are all related to one

another, so that now all of us shall treat one another kindly, and everyone will be at peace where one travels about” (Gibson-Goldenweiser, 1992, pg. 323-24).

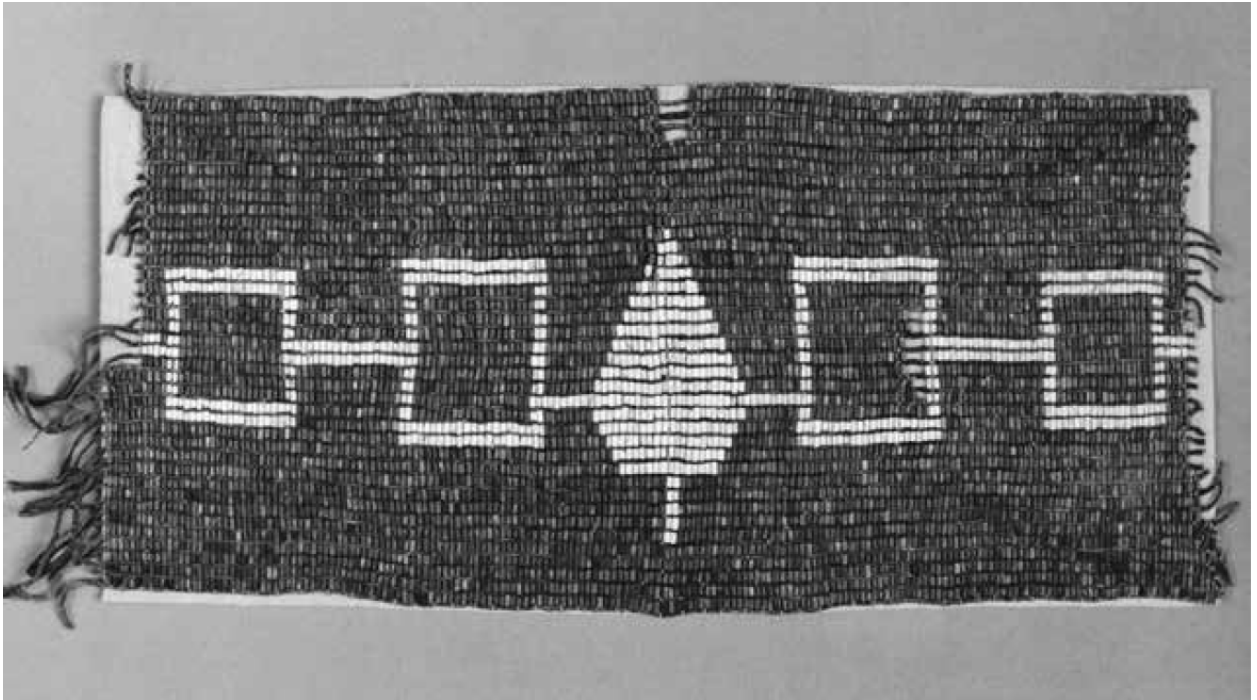


FIGURE 1: AYENWAHTHA BELT, SOURCE: (HILL, 2017)

The Ayenwahtha Belt, shown in Figure 1, is the wampum belt that recorded the agreement made between the five nations. The Ayenwahtha Belt holds significant symbolic and practical meaning within the context of the Haudenosaunee Confederacy. Recognizing that territorial unity was essential to uniting the people, the Peacemaker emphasized the importance of establishing a collective land base. The Ayenwahtha Belt serves as a visual depiction of the relationship between the nations, illustrating their interconnection and interdependence. It outlines their respective national territories like a map, showing how they are connected both literally and figuratively.

The Goal of Peace: Governance Structure Made for Consensus

Under the Great Law, internal issues within one nation are addressed by the leaders of that nation. Issues affecting two or more of the nations are addressed by the Grand Council. The Peacemaker, in his efforts to establish a harmonious governance structure, organized the council into three distinct groups seated around the council fire. The Onondagas held the central position and were designated as the Firekeepers, responsible for tending to the sacred fire. To their right sat the Mohawks and Senecas, referred to as the "Elder Brothers" or "Uncles," while the Oneidas and Cayugas were seated opposite them to the left of the Onondagas as the "Younger Brothers" or "Nephews."

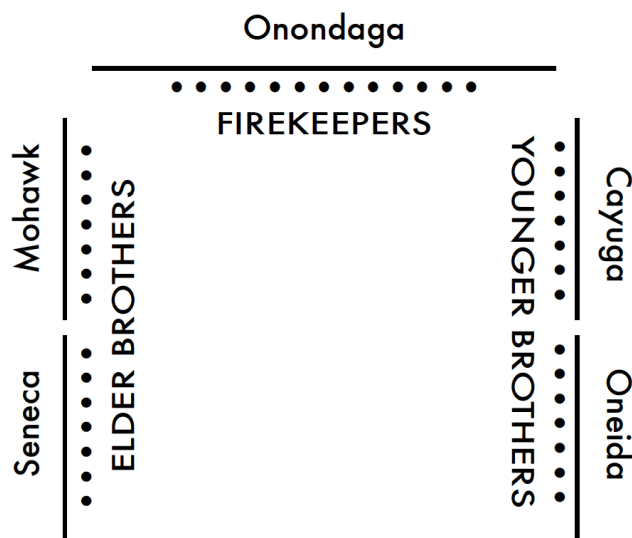


FIGURE 2: GRAND COUNCIL SEATING PATTERN, SOURCE: (HILL, 2017)

This seating arrangement, as seen in Figure 2, reflected the geographical layout of their respective territories and set the framework for the council's decision-making process. When discussing and deliberating on issues, the Elder Brothers would initiate the discussions and reach a consensus amongst themselves. Once they had reached an agreement, the decision would be passed across the council fire to the Younger Brothers.

The Younger Brothers would then engage in their own deliberations and arrive at a consensus. Once both groups had agreed, the decision would be announced to the Firekeepers, who would give their final confirmation. Additionally, the Peacemaker assigned specific roles to the easternmost and westernmost nations, designating them as the Doorkeepers. These nations held the responsibility of safeguarding the Confederacy from external threats and maintaining its security. Furthermore, as depicted in the Ayenwahtha Belt, they were tasked with guiding those who sought to engage with the Confederacy along the paths of peace to the Firekeepers' location. These processes and organizational structures established by the Peacemaker continue to be upheld in contemporary times. The Grand Council has expanded to include dependent nations, who have been integrated into the Younger Brothers' side of the council. This structure ensures the continued adherence to the established decision-making processes and the preservation of the principles of the Confederacy.

Not only was there emphasis on an equal balance of powers between the five nations built into the structure of governance, but also a balancing of powers between genders. Before the Great Law of Peace, men asserted their power and gained leadership positions through physical strength and warfare. However, the Great Law recognized women as leaders of the Confederacy in partnership with their male relatives. While the Royaners, Haudenosaunee chief leadership, are male, it is only through the authority of women, more specifically the Clan Mothers as the voice of their families, that Royaners are chosen as representatives in council. In this way, the Great Law supported older social systems that were first established in the Creator's Original Instructions. For example, the Great Law's

establishment of Clan Mothers as the leaders of their families worked by building upon the existing matrilineal system.

Finally, “The greatest duty established under the Great Law is the obligation for the current generation to always consider those who will be born in the future in all of their actions”(Hill, 2007, pg. 45). This statement recalls the importance of the Haudenosaunee belief of the life cycle of all things being tied to land: “future generations come from the land—the same place the body is returned to upon the conclusion of its time on this earth” (pg. 45). For the Haudenosaunee, land does not belong to the current generation but rather to those yet unborn. The Great Law references death and the return of the body to the earth, mirroring the first burial of Flint and Sapling's mother, Zephyr. The law speaks of death as the body being taken back into the earth, where it mingles and becomes soil once again. It acknowledges the comfort offered to the deceased ancestors, who rest with the Great League—the enduring legacy established by the previous generations. The Great Law also reminds the Haudenosaunee that future generations arise from the earth, urging them to tread carefully on the ground as the unborn children, the "coming faces," dwell just below the surface.

Both the Original Instructions and the Great Law of Peace emphasize the interconnectedness between humans, the land, and the spiritual realm, guiding the Haudenosaunee people in their pursuit of peace, equality, and the preservation of their cultural heritage. These foundational teachings underscore the enduring wisdom and relevance of the Creation Story in shaping Haudenosaunee philosophy and societal organization.

Dish with One Spoon: Haudenosaunee Territorial Concept of “Rights”

Under the Great Law, the Haudenosaunee people's individual identity is closely tied to the land they belong to. This connection to the land is determined by their family identification, specifically through maternal bloodlines. Haudenosaunee identity is rooted in the matrilineal clan families, with the Five Nations and their respective lands tracing back to these original forty-nine families. The mother's lineage determines family membership, including the names children will carry, as well as their clan and nation. Therefore, maternal identity forms the foundation of Haudenosaunee territoriality.

The Great Law establishes a separation between the "forest" and the "clearing." Clearings represent the villages, gardens, and the domain of women, who are primarily responsible for cultivation and child-rearing. The forest is the area beyond the “clearing” and symbolizes the domain of men, responsible for hunting, protection, diplomacy, and warfare. As discussed, formation of the Great Law involved both male leaders and the participation of clan mothers, combining the forests and clearings to complete the union.

The Ayenwahtha Belt's symbolism and its emphasis on territorial unity have direct implications for contemporary land claims, reinforcing the Haudenosaunee's ongoing connection to their ancestral lands and their collective stewardship of the territories they inhabit. The area beyond individual village “clearings” are considered shared territory among the Five Nations under the Great Law. This concept aligns with the Haudenosaunee principle of "Dish with One Spoon," which promotes mutual care and respect among nations. This principle, in addition to promoting care and caution in their interactions, also called for the collective sharing of the harvests from *both* the clearings (associated with the village and gardens) and the forest. The land and its benefits are seen as *communal property*,

belonging to everyone within the Confederacy. In this philosophy, it is evident the Haudenosaunee perspective on resource distribution and land ownership was very different from the Anglo-American idea of private property.

Comparing Systems

In the context of comparing the Haudenosaunee land tenure system to the Anglo-American property system, it is essential to understand the cultural and linguistic nuances surrounding the concept of land ownership. The Haudenosaunee view emphasizes the connection and responsibility individuals have towards the land, rather than a strict notion of possession and rights. Acknowledging these distinctions is crucial for a comprehensive analysis of land tenure systems and their cultural underpinnings.

The Great Law establishes women as holders of the land. Since identity follows the female line, it is logical that land ownership aligns with the matrilineal system. However, Haudenosaunee women do not own the land in the same way one would possess an object. Rather, they are the carriers of the family lines, and their relationship with the land is similar to their relationship with their families. Understanding this concept of ownership requires acknowledgment of the profound connection between identity and land for the Haudenosaunee people.

The Haudenosaunee understanding of "rights" differs from the dominant usage of the term in Euro-American society. In Haudenosaunee culture, rights are not viewed solely as individual entitlements but rather as what one can expect if they fulfill their duties to family, clan, nation, Confederacy, and the broader creation. Haudenosaunee rights are contingent upon upholding responsibilities towards other beings in both the earthly realm and the

spiritual realm of the Sky World. Emphasis is placed on the collective well-being rather than individual entitlements. This ideological perspective manifests itself in language. Hill (2007), a member of the Mohawk nations, explains how in the traditional Mohawk language, Kanyen'keha, the term for "ownership" is often translated as something being "attached" to a person. For instance, the phrase “wakenonhsayen”, meaning "I have a house," can be literally translated as "it to me, a house is set down." This linguistic distinction emphasizes a connection with something and a responsibility towards it, rather than the notion of *possession* within rights associated with English-language ownership. Rather than focusing on individual “rights”, the emphasis is on the duties or responsibilities that are "set down" for individuals. For example, when someone assumes a leadership role in the longhouse, duties are attached to that person, and it becomes their responsibility to fulfill those tasks.

The “Dish with One Spoon” principle emphasizes the concept of shared ownership and the equitable distribution of resources, rather than the protection of individual “rights” embodied in Anglo-American private property. By embracing the principle of the "Dish with One Spoon," the Haudenosaunee recognize the interconnectedness of all beings and the collective responsibility to maintain a balanced and sustainable relationship with the land. This perspective on rights and responsibilities reflects a holistic worldview that acknowledges the interdependence between humans, other living beings, and the natural environment.

Conflict in Contact

The evolution of Salamanca, situated within the Seneca Nation of Indians, serves as a poignant illustration of how the collision of the Haudenosaunee systems with the Anglo-

American property regime has shaped contemporary realities. This dynamic, underpinned by the contrasting principles of 'Dish with One Spoon' and the individualistic property notions, has left a lasting impact on the socio-political landscape of Salamanca.

The significance of the "Dish with One Spoon" principle extends beyond the internal dynamics of the Confederacy. The underlying concepts of sharing and mutual responsibility were also extended to treaty relations with other nations, both Native and European. The Haudenosaunee sought to incorporate these principles into their interactions with external parties. This ethos, when confronted with the individualistic and competitive Anglo-American property system, sets the stage for complex interactions that extend beyond internal dynamics of the Confederacy. These interactions include treaty relations with external parties, both Native and European, reflecting the profound impact of colonial settlement on Haudenosaunee Territory. Figure 3 depicts the impact the colonial settlement has on Haudenosaunee Territory.

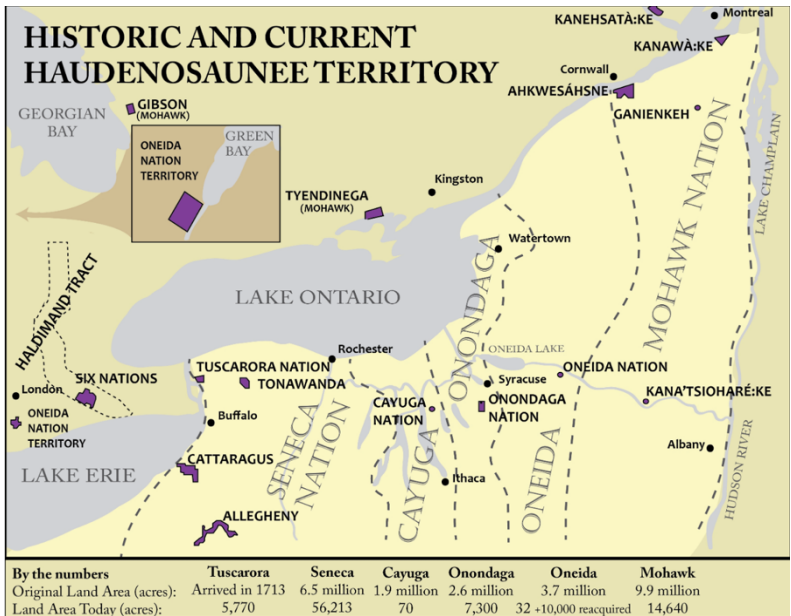


FIGURE 3: HAUDENOSAUNEE TERRITORY
MAP, SOURCE:
[HTTPS://HONORTHETWOROW.ORG/LEARN-MORE/HAUDENOSAUNEE-TERRITORY/](https://honorthetworow.org/learn-more/haudenosaunee-territory/)

To understand this map requires an understanding that the historical dispossession of Native American land is not just an isolated event but forms the very fabric of the United States. In Salamanca, this historical narrative unfolds as a clash between two distinct worldviews: the collective stewardship of the Haudenosaunee versus the individualistic land ownership of the Anglo-Americans. With that in mind, the purpose here is not to recount the specific conflicts, treaties, and land agreements that commenced upon European discovery of the “New World”, but to understand the underlying conflict between two very different systems. This section investigates how, when these two systems come into contact, the Anglo-American property regime systematically subsumes the existing Haudenosaunee structures.

As Deborah Kolb notes, “any negotiation is also a form of social interaction; it involves you and them”(pg. 20). Kolb’s insight sets the stage for the following discussion of the complex negotiation dynamics underlying this story of land dispossession. By connecting Kolb's understanding of negotiations as social interaction with Lax and Sebenius' concepts of value creators and value claimers, we can explore how the Haudenosaunee and the Anglo-American settlers exemplify these distinct negotiation roles and their implications for the underlying power dynamics in the process of land acquisition and ownership.

Lax and Sebenius' framework for understanding negotiations, as presented in "Negotiators Dilemma: Creating and Claiming Value" (1987), offers a valuable lens to analyze the settler-native dynamic. According to Lax and Sebenius, value creators prioritize shared interests, maintaining relationships, and reaching agreements that generate joint gains for all parties involved. In the context of the Haudenosaunee and the Anglo-American settlers, the Haudenosaunee exemplify the role of value creators. Their governance system,

social structures, and land tenure practices are rooted in cooperation and collective action, leading to shared benefits (joint gains) such as safety, trade, and overall well-being within the Confederacy under the Great Law of Peace.

Value claimers, on the other hand, approach negotiations with a mindset to win—ergo “make the other fellow lose” (Lax & Sebenius, 1987, pg. 33). This characterizes not only the white settlers' approach to native peoples, but is a foundational structure underlying the Anglo-American system of property. Fawaz (2017) explains how in transforming land into property, “these representations furthermore suppose that every parcel of land is clearly distinguished from others by well-defined boundaries and that it is *claimed* by a singular and determinate owner who can distinguish their property interests from those of other owners, non-owners, or the state” (pg. 366)

At the root of property is an assumption about conflict, after all, “Property only has meaning when human relations, or conflicting claims among people are at stake” (Underkuffler, 2003, pg. 12). When conflict is a foundational assumption in a system, it’s unsurprising when such a system creates conflict itself. In this way, property is more than a physical object or thing, but an ideological structure built on the right to own. As Christman (1994) explains, “ownership is a relation between a person and all other persons in regard to some (tangible or intangible) thing” (pg. 16). Within this ownership model, a system of protection for some and exclusion for others reinforces social hierarchy.

Moreover, Fawaz’s assertion that “property rights ultimately predict or define relative social powers” (2017, pg. 366) further underscores the significance of the power dynamics at play in negotiations centered around land. As land is inherently a coveted asset, the distribution of property rights becomes a determining factor in controlling this valuable

resource. This observation resonates with the value claiming approach characterized by the Anglo-American system of property, where well-defined boundaries and singular ownership create a framework that perpetuates social hierarchy and exclusivity. However, negotiations extend beyond the explicit interactions between parties and involve a complex interplay of underlying dynamics that shape the outcome. It is in this realm that Deborah Kolb's (2000) concept of the "shadow negotiation" offers valuable insights:

Negotiations are not purely exercises of rational problem solving. They are more akin to conversations that are carried out simultaneously on two levels. First there is the discussion of substance—what the bargainers have to say about the problem itself. But then there is the interpersonal communication that takes place—what the talk encodes about their relationship. Yes, People bargain over issues, but they also negotiate about how they are going to negotiate. All the time they are bargaining over issues, they are conducting a parallel negotiation in which they work out the terms of their relationship and their expectations. (Kolb, 2000, pg. 20)

In Robert Nicols' article "Theft is Property" (2008) he provides a comprehensive analysis of the dispossessory process and the transformation of property rights in settler-colonial contexts. Nicols argues that the dispossessory process involves recoding lands beyond the frontier as potential public lands, awaiting incorporation into the settler state's jurisdiction. This recoding retroactively validates the territorial expansion and the subsequent legitimization of settler state law. Early-nineteenth century judges and jurists grappled with the issue of frontier illegality, recognizing the need to incorporate a measure of illegality into the law, which could be redeemed retrospectively through a recursive device.

One such device was the concept of preemption. Squatters, deemed "tenants at will," could eventually purchase the land they improved, thus exoneration of the initial trespass. The Preemption Acts by the U.S. Congress not only provided legislative cover for squatting but also maintained a grey zone of illegality within the confines of the law itself. This

distinction between illegal squatters and valid tenants at will could only be determined retrospectively.

The Preemption Acts continued the Lockean ideal of appropriation based on good standing, improvement, and sufficiency. Squatters, homesteaders, and tenants at will possessed a unique form of right—a retroactively legitimized, quasi-legal claim of preemption. Similarly, Indigenous peoples held a corollary form of right known also as "preemption," which signified a limited right of occupancy or tenancy. As discussed in Part 1, Chief Justice John Marshall's ruling in *Johnson v M'Intosh* emphasized that Indian rights awaited consummation by US possession.

Allotment further complicated the property dynamics by combining the making of land into private property and the taking of that property from Native people. The concept of "allotment" comes from the Dawes Act, also known as the General Allotment Act, and was passed by the U.S. Congress in 1887. The primary objective of the act was to break up the collective land ownership of Native American tribes and encourage the assimilation of indigenous people into mainstream American society. Under the Dawes Act, tribal lands were divided into individual allotments, and each tribal member, including head of households, received a portion of land.

The intention behind the allotment movement was to transform Native Americans into individual landowners who would adopt Western agricultural practices and abandon their traditional communal lifestyles. The allotted lands not distributed to individual tribal members were declared surplus and opened for white settlement. This policy had significant and detrimental consequences for Native American communities, leading to the loss of vast amounts of tribal land, cultural disruption, and economic hardships. The allotment policy

reflected a larger historical pattern of assimilationist efforts by the U.S. government that sought to integrate Native Americans into mainstream American society, often at the expense of their cultural heritage and traditional ways of life.

Under this policy, Native Americans had the truncated property right of alienation, while homesteaders had the ability to actualize property rights. The creation of private property in land simultaneously extended and masked the reach of state power. The land market that emerged was not a self-organizing economic system but a construct facilitated by the coercive power of the state apparatus, relying on military conquest, forced removal of Indigenous peoples, and legislation to exclude Indians from competing with white settlers in land purchases.

Nicols argues that colonization is a complex assemblage of state demands for territorial sovereignty and economic drives for capital accumulation. The process involved intertwining government officials' complaints about squatters with their recognition of the instrumental role squatters played in the settler state's expansion and land transformation. In summary, Nicols highlights the intricate interplay between legal frameworks, dispossession, property transformation, and the role of squatters and Indigenous peoples in the creation of property rights within Haudenosaunee Territory, and more specifically the formation of Salamanca. Preemption can be viewed as a "shadow negotiation" in the context of settler-colonial dynamics because it involves not only the explicit negotiation over land rights but also the implicit negotiation of power, legitimacy, and the terms of engagement between settlers and Indigenous peoples. When squatters asserted their right to preemptive purchase through occupation and improvement of land, they engaged in a parallel negotiation with the state and society. This negotiation occurred on two levels: the overt negotiation of acquiring

the land they occupied and the covert negotiation of their relationship with the state and the dominant society.

On the surface, squatters negotiated the terms of their occupancy, such as the duration of their stay, the extent of improvements they needed to make, and the purchase price they would pay. However, beneath the surface, there was a negotiation of power and legitimacy. Squatters sought to legitimize their claims and secure their rights by demonstrating their ability to improve the land and integrate into the emerging settler society. They negotiated not only for the land itself but also for recognition, acceptance, and a place within the social and legal framework of the settler community. At the same time, Indigenous peoples engaged in their own "shadow negotiation" within the preemption framework. Their negotiations were shaped by their position as dispossessed and marginalized communities, constrained by colonial policies and structures that denied them full rights to sovereignty and land ownership. Indigenous peoples negotiated within the limited framework provided by the settler-colonial system, seeking to assert their rights and retain some semblance of control over their ancestral lands.

The negotiation between squatters and the state, and between Indigenous peoples and the dominant society, occurred not only through explicit discussions and agreements but also through implicit power dynamics, historical contexts, and the broader social and political forces at play. These negotiations were embedded within the larger process of colonization, where property rights, dispossession, and the reconfiguration of relationships between settlers and Indigenous peoples were intertwined. Therefore, viewing preemption as a "shadow negotiation" highlights the multifaceted nature of the negotiation process, encompassing both explicit negotiations over land and implicit negotiations over power,

legitimacy, and the terms of engagement in settler-colonial contexts. It recognizes the complexities and dynamics involved in the negotiation of property rights and the reordering of social relationships between settlers and Indigenous peoples.

Part 2. Putting Salamanca in Historical Context

Major Changes to Seneca Nation Territory and Governance

We can keep these theories in mind as we examine the early centuries that surrounded Salamanca's founding. The insights into property transformation discussed above reveal a system inherently built on conflict, where property rights define relative social powers. In Salamanca's context, this transformation is evident in how land ownership has been used to establish social hierarchies and control valuable resources. The Anglo-American property system, with its emphasis on well-defined boundaries and singular ownership, contrasts starkly with the Haudenosaunee's communal land stewardship. The roots of these systems sowed conflict and over time led to major changes in the Haudenosaunee way of life, social bonds, and governance. The American Revolutionary War had a profound impact on the Haudenosaunee, leading to internal division and significant changes in their traditional way of life. The Haudenosaunee faced internal conflicts as different tribes aligned with opposing sides—Oneidas and Tuscaroras with the Americans, while Mohawks, Onondagas, Cayugas, and Senecas sided with the British. This division weakened their diplomatic unity, making it difficult to resist American military power. The Treaty of Paris in 1784, which concluded the war, did not provide for the Haudenosaunee's interests, prompting them to negotiate their own treaties with the United States for peace.

Given the dynamics discussed in the previous section, it's clear that the Anglo-American system of conflict had infiltrated into Haudenosaunee governance. Where pursuing peace had been the foundational strength of the Haudenosaunee, there was now factionalism and internal divisions within the Confederacy, resulting in the loss of almost all Haudenosaunee land. Members were scattered across small reservations in upstate New York and Canada. The traditional governance system, as outlined in the Great Law of Peace, was abandoned for a time during the 20-year period following the war.

The Haudenosaunee experienced a significant transformation as Western influences and the consequences of the Revolutionary War reshaped their political and territorial landscape, marking a departure from their long standing traditions. For example, the role of kinship was diminished in favor of more nuclear family structures. This altered the checks and balances in place under the traditional Haudenosaunee model and led to fractures in their consensus based society.

In 1838, the Ogden Land Company secured a number of chief signatures on the Buffalo Creek Treaty. This treaty sold all the remaining Native American lands in New York State, including the Allegany Territory, to the Ogden Land Company. Given that Haudenosaunee land is held collectively and does not belong to individual chiefs, this agreement was in complete violation of Haudenosaunee law which would require full tribal council consensus for approval. Although U.S. Congress refused to carry-out this treaty, in 1842 a "compromise" treaty was signed and executed. While the "compromise" restored 53,000 acres of land, including the Allegany territory, back to the Senecas, the Ogden Land Company still managed to retain two thirds of its original 1838 purchase.

In 1848, the traditional Seneca leadership provided for under the Great Law of Peace was overthrown in favor of the establishment of a constitutional republic. According to Robert Porter, “The efforts to displace the traditional government of the Seneca Nation were spawned primarily by the perception that the traditional leadership had betrayed the Seneca People” (1999, pg. 108). This was due in large part to two contentious issues. First was the issue of whether treaty annuities from the U.S. federal and state government should be kept by leadership or distributed to the heads of households. This had become an issue because it was widely believed the chiefs in leadership were using the annuities themselves as opposed to using them for government purposes. The second issue leading to the constitutional form of government was the 1838 Buffalo Creek Treaty and knowledge that chiefs had accepted bribes to sell all remaining Seneca lands and remove all Senecas to federal reservations in Kansas.

On December 14th 1848, the Seneca Nation of Indians became a representative democracy, politically separate from the Confederacy. The Seneca Nation's departure from the Haudenosaunee Confederacy and the adoption of an American legal system marked a significant turning point in their pursuit of legitimacy and power in asserting their sovereignty. This departure led the Seneca Nation to seek alternative means of engaging with the dominant American legal system, thereby gaining a foothold within the framework of the settler-colonial society.

Robert Porter's argument (1996) on tribal sovereignty through peacemaking sheds light on the dynamics at play. The Seneca Nation's adoption of a legal system similar to the American legal system can be understood as an attempt to strengthen their sovereignty and navigate the complexities of coexistence with the American legal tradition. This adoption

allowed the Seneca Nation to engage in legal processes and frameworks that were recognized by the dominant society, providing them with a platform to assert their rights and negotiate their position in relation to land, property, and ownership.

However, this pursuit of sovereignty through the adoption of the American legal system came at a cost. The Seneca Nation's adoption of non-traditional legal system represented a delicate balancing act between asserting their sovereignty and preserving their cultural identity and traditional systems of governance. The American legal tradition posed a risk of diluting their unique cultural practices, values, and ways of understanding property and ownership.

Implications for Salamanca

In the context of Salamanca, New York, the tensions surrounding property and ownership are particularly evident. The City of Salamanca stands as an emblem of the Seneca's dilemma, encapsulating the challenges of reconciling two contrasting notions of property and ownership. On one hand, the Seneca Nation holds deep-rooted cultural and historical connections to the land, with their own distinct understanding of ownership and belonging. On the other hand, the dominant American legal system and its property norms impose a different framework that may not align with the Seneca Nation's perspectives and values. Through an analysis of archival documents, the following section looks at the major historical events and lease agreements that have created the unique land tenure system present in Salamanca today.

As discussed, the traditional Seneca custom of land tenure followed the Haudenosaunee tradition of holding land in common. Land was not thought of as an individual's property, but as communal property. Still, "when a man selected a place, settled

upon it, and improved it, then it was yielded up to his management and control” (Byington, 1974, pg.5). While in Haudenosaunee custom this was meant as a responsibility towards and connection to the land, in dealings with white settlers this concept was warped to fit into the Anglo-American property system. Rather than a deeper understanding of an alternative relationship to land, the Anglo-American translation was as follows: “According to this custom, an Indian could select unoccupied land, improve on it, and in return was granted management and control, but not title. This ancient system of property rights enabled individual Indians to sell or lease the timber or mineral rights to the tracts of land which they occupied, or to develop it as they saw fit” (Perry, 1980, pg. 7). This Anglo-American translation of Haudenosaunee custom set the historic precedent for the leasing of land and rights between the Seneca Nation of Indians and the white settlers on native territory.

[Erie Railroad Lease and the Beginning of Salamanca](#)

The advent of the Erie Railroad marked a pivotal moment in the evolving landscape of land use and ownership within the Salamanca area. In the mid-19th century, the Erie Railroad initiated plans to construct a railway line spanning from the eastern seaboard to Cincinnati, Ohio, necessitating its passage through the Allegany Reservation. In June 1850, an agreement was reached between the Erie Railroad and the Seneca Nation of Indians. This lease encompassed 145 acres of land designated for the railway's right-of-way and an additional 24 acres for a railway junction situated within what was then referred to as the village of Salamanca.

This initial lease agreement holds considerable significance in the context of Salamanca's contemporary circumstances, as it served as a crucial test of the pre-emption claim maintained by the Ogden Land Company. While the Erie Railroad had previously

acquired and possessed all other lands required for the rail line's construction, the acquisition of land within the Allegany Territory posed a unique challenge. In this case, the Seneca would have been required to forfeit their right to occupy those specific land tracts to the Ogden Land Company, which held the right of "first purchase". Consequently, the Erie Railroad would have had to engage in negotiations with the Ogden Land Company, likely incurring substantial costs. The Railroad circumvented this dilemma by entering into a right-of-way lease agreement directly with the Seneca Nation. This arrangement enabled the Railroad to retain control over the land, albeit contingent on the Railway's operational existence. In return, the Seneca received income from the right-of-way lease, with the potential to regain control over the land upon the lease's termination or the discontinuation of the railway operation.

Furthermore, this lease agreement achieved legal validation through ratification by the New York State legislature, thereby legitimizing this novel arrangement. The construction of the Erie Railroad catalyzed economic development within the reservation territory, particularly in the Salamanca area. The influx of white settlers spurred the demand for commercial and residential development to cater to their needs. Consequently, the Seneca tradition of communal property ownership was abused. Rather than engaging directly with the governing body of the Seneca Nation of Indians, settlers initiated lease negotiations with individual Senecas. According to The Salamanca Master Lease Study, "only a fraction of the total number of leases made during this period of growth involved the Seneca Nation as a whole. Subleasing became popular between whites as land values increased so that leased land was actually subdivided" (Byington, 1974, pg. 6). By 1874, the Seneca Nation retained only 26 property leases, while 394 property leases were held by

individual Seneca Indians (Perry, 1980), underscoring a fundamental shift in land tenure dynamics. The village of Salamanca was officially established August 30, 1878 (Ellis & Nash, 1879). By the conclusion of the 19th century, approximately 20% of Seneca land holdings had been leased to white settlers, highlighting the transformative influence of the Erie Railroad on land utilization practices and ownership within Allegany.

Summary of Events Leading to the 99-Year Lease Agreement

To summarize, in the early 1870s, subleasing practices became prevalent as white settlers began to subdivide and sublease their leased holdings within the Seneca Nation territory. The total number of leases reached 534, with 114 of these being subleases. Concerns about the security of white settlers' substantial investments, amounting to around \$1.4 million, led them to believe that the New York State legislature, having previously ratified the Erie Railroad lease, could and should similarly ratify all leases.

However, in a pivotal 1873 court case, the Cattaraugus County Court ruled that the state legislature lacked the authority to pass laws regulating the use of Seneca Nation lands. This decision was based on U.S. Supreme Court rulings that recognized the Seneca Nation of Indians as a sovereign entity protected by treaties and laws passed by the U.S. Congress. Consequently, all leases, including the Erie Railroad lease, were declared null and void, and Native American lands were withdrawn from the jurisdiction of the State of New York.

In response to the court decision, white settlers petitioned the U.S. Congress to ratify their lease agreements with the Seneca Indians. Bills were introduced in Congress in 1872 and 1873 to confirm and ratify these leases. However, the first bill was tabled after an amendment that would have compensated the Ogden Land Company with \$260,000 due to

their pre-emption claim. The original bill was reintroduced in 1873 but was vetoed by the President. During this period, some individual Seneca Indian leaseholders sought to void their leases and evict white settler occupants to sell their land to the Rochester and State Line Railroad. Meanwhile, the Erie Railroad also tried to modify its lease agreement proposing a new treaty to create a new village where low-cost 99-year leases could be signed. While this treaty proposal was never enacted, it provided the foundation for establishing fixed-term, mutually binding lease agreements.

In January 1874, a bill sponsored by Congressman Walter Sessions was introduced in Congress, aiming to confirm existing leases and settle the Ogden Land Company's pre-emption claim. It also included a provision to allow the Seneca Indians to "allot their lands in severalty," which would have allowed individual Indians to own and trade property, potentially dissolving the Seneca Nation's sovereignty. To address these consequences, the Sessions Bill was amended and signed into law on February 19, 1875. This amended law authorized the Seneca Nation of Indians to lease lands within the Allegany and Cattaraugus reservations, granting power to individual Seneca landlords. It confirmed existing leases, valid for five years with an option to renew for another twelve years (this renewal took effect in 1880), and prevented the United States from taxing any Indian who was not a U.S. citizen to protect the sovereignty and integrity of the Seneca Nation and their reservation territories.

The passage of the Sessions Bill in 1875 stimulated the growth and development of Salamanca within the Allegany Territory. By 1890, Salamanca had a population of 6,000 and had established infrastructure such as waterworks, a sewer system, natural gas wells, sawmills, tanneries, banks, churches, and schools.

The rapid development between 1875 and 1890 caused white settlers to demand more assurances to protect their property and investments. They petitioned Congress to amend the 1875 act, requesting 99-year leases instead of the existing 12-year leases. Their efforts were successful, and in September 1890, the 99-year lease provision bill was signed. The bill came into effect on February 19, 1892, concurrent with the expiration of leases signed under the 1875 act. In April 1892, the Seneca Council ratified the new bill, renewing all leases for a 99-year period, which would last until February 19, 1991.

A complete copy of the 99-year lease agreement made in 1892 can be found in the appendix of this paper. While it may have appeared beneficial to both parties on the surface, the lease agreement did not provide for any adjustment of payments over time, locking the Seneca Nation into a situation where rent amounts established in 1892 could not be modified to be commensurate with the changing economic conditions for essentially an entire century. The very long lease term proved exploitative to the Seneca Nation for several reasons:

1. **Long-Term Loss of Land Control:** A 99-year lease, despite being much longer than the previous 12-year leases, still represents a considerable time frame during which the land remains under the control of the lessee (typically white settlers). It effectively meant that the Seneca Nation would lose control of their land for nearly a century.
2. **Unequal Bargaining Power:** The negotiation of these leases was often characterized by significant disparities in bargaining power. The Seneca Nation was under pressure to generate income, and white settlers, who had invested significantly in infrastructure and development, had more leverage. The economic activities initiated by the white settlers contributed to the overall increase in property values within

Salamanca. As property values rose, the settlers gained increased influence and control over the economic landscape. Higher property values meant that the land and resources under their control became more valuable, giving them a stronger position in negotiations. Moreover, The Seneca Nation, facing economic challenges and historical displacement, became dependent on the economic activities initiated by the white settlers. The settlers' investments created a scenario where the Seneca Nation relied on the infrastructure and economic opportunities established by the settlers. This dependency further tilted the bargaining power in favor of the settlers. This unequal power dynamic placed the Seneca Nation at a disadvantage during lease negotiations.

3. Risk of Land Dispossession: The long-term leases left the Seneca Nation vulnerable to the risk of gradual land dispossession. As the leases expired and were renewed, there was the potential for the original terms to be renegotiated to the detriment of the Seneca Nation, potentially leading to further loss of their ancestral lands.
4. Economic Disparities: While the leases generated income, the economic benefits were often unevenly distributed. White settlers and commercial entities reaped the financial rewards, while the Seneca Nation received a share of the proceeds, which might not have been commensurate with the value and potential of their land.
5. Erosion of Sovereignty: The 99-year lease system eroded the sovereignty of the Seneca Nation. By allowing long-term leases with the option to renew, it disrupted the traditional landholding practices and weakened the communal and tribal property system. This undermined the Seneca Nation's authority and control over their territory.

6. Preventing Development: The extended leases inhibited the Seneca Nation's ability to develop their land as they saw fit. It limited their freedom to engage in long-term planning, environmental conservation, or pursuing economic development projects that aligned with their cultural and economic aspirations.

Further, by the 1930s, the Senecas were already experiencing negative repercussions of the 99-year leases and default payments from lessees. Initiated by the Seneca Nation, lease cancellations in Salamanca aimed to rectify historical abuses. In the case of *United States v. Forness*, the Seneca Tribal Council, in March 1939, issued a resolution canceling all delinquent leases with the Seneca Nation as lessor, including that of Fred and Jessie Forness, who owed \$44.64 in arrears for their downtown auto repair business lease. The U.S. Department of Justice, acting on behalf of the Seneca Nation, filed a suit seeking possession of the property, arguing the tribe's right to cancel leases in default. The initial judge, while recognizing federal laws governed the leases, denied eviction, citing the Seneca Nation's failure to contest a payment grace period and the lessees' timely payment.

The Department of Justice appealed the judge's decision, and successfully argued that the Seneca Nation had in fact over the course of decades to collect rents from delinquent lessees, noting in detail both their efforts, and the obstacles thrown in the path, including in one instance the Department of the Interior Bureau of Indian Affairs barred the Seneca Nation from using funds to hire an attorney. The Appeals Court also noted that the defendants were "customarily lax about paying their rent" and that the Seneca Nation had made attempts to cancel leases in the past. As noted by Laurence Hauptman, in the Appeals Court's opinion, the "present action by the Nation, then, represents the culmination of a long struggle by the Indians to enforce their economic rights" (1985, p. 11). The Forness decision

was finalized at the Second Circuit in 1942. This legal battle marked a pivotal moment in the Seneca Nation's quest to rectify historical leasing injustices and assert its authority over tribal lands.

The cancellation process, however, led to numerous legal battles, with the Forness case² becoming a focal point of Seneca efforts to establish their legal authority over delinquent leases. Salamanca leaseholders, in response to lease cancellations, deposited rent money in banks, causing substantial delays in court proceedings. This resistance exacerbated financial hardships for the Seneca Nation, as lease payments were crucial for its operational needs. The resistance underscored the stark contrast between the Seneca Nation's intentions and the challenges posed by leaseholders, revealing the conflicting interests at the heart of the negotiations.

In essence, the 99-year lease system imposed a protracted loss of land control and economic disparities, with the potential for further exploitation and dispossession over time. While it may have provided short-term financial benefits, it came at the cost of the Seneca Nation's autonomy, traditional land management practices, and the potential for more equitable land use arrangements. Kolb's concept of "shadow negotiation" provides a critical perspective on these interactions, emphasizing that negotiations are not just about the explicit issue at hand but also involve underlying power dynamics and relationship building. This dual-layer negotiation is evident in Salamanca, where the surface-level negotiations over land rights and lease agreements are underpinned by deeper negotiations about power, legitimacy, and cultural recognition.

² Fred and Jessie Forness, facing a substantial rent increase, operated a commercial property in the city. Their lease had been canceled because they had not paid rent to Seneca Nation for 11 years.

1960s Kinzua Dam Further Disenfranchises the Seneca Nation.

Beyond the 99-year lease agreements, the Kinzua Dam construction compounded inequities against the Seneca people while also changing the land itself in ways that would reverberate for generations. Between 1960 and 1965, the \$125 million Kinzua Dam was constructed on the Allegheny River for the purpose of flood protection for numerous small cities along the river as well as the Pittsburgh metropolitan area downstream (Hauptman, 2014). As a result, the dam submerged about ten thousand acres within the Allegheny Territory, and encumbered with flowage easements all terrain below 1,365 feet elevation to permit temporary flooding. The waters of the new reservoir inundated the Cornplanter Tract (Grant) in Pennsylvania, a symbolically significant territory for the Seneca Nation. The flooding caused required demolition of homes, schools, churches, and the historic Coldspring Longhouse—a major ceremonial center in Allegheny Seneca traditional life. It also inundated the rich agricultural bottomlands that historically supplied both food and income to Nation members. The dam's impact necessitated the relocation of over 130 families and 600 individuals from the affected area, moving them from several small settlements as well as widely dispersed rural settings to two suburban-style housing communities (Hauptman, 2014). The result has been devastating for the Seneca. Mike Smith explains, "In the 60s, the Seneca Nation, the natives were self-sufficient people. They farmed, they fished, they hunted, they'd go to the grocery store once a year to buy provisions and they grew everything else. Now all of a sudden, that land has gone to never be reclaimed again by federal government order. So all these people had to mainline into the white world, shall we say." (Interview 10/23/2023)

As a part of the Kinzua Dam project, the U.S. Army Corps of Engineers forced the Seneca Nation to grant a flowage easement in order to create the Allegany Reservoir. A flowage easement involves the inundation or flooding of certain areas of land surrounding a reservoir or dam. In the context of the Allegany Reservoir, this easement would permit the intentional raising or lowering of water levels, resulting in the flooding of specific lands adjacent to the reservoir. Therefore, the Kinzua Dam not only took extensive acreage of Seneca lands but also resulted in detrimental environmental effects including shoreline erosion, a decline in fish habitat, and a decline in wildlife diversity (Hauptman, 2014). According to a Seneca wildlife biologist, “The water is now shallower at the northern end of the (lower) reservoir, causing waters to heat faster during the summertime, spawning algae blooms, , leading to fish kills, and forcing fish to seek deeper waters, colder waters, more hospitable waters which are unfortunately mostly on the Pennsylvania side of the border closer to the Kinzua Dam. The water fluctuation has also had an adverse effect on some of the spring reproductive cycles of wildlife species, both fish, insects and amphibians,” (Hauptman, 2014, pg. XVIII). Essentially, by changing the natural ecosystem below and above the Seneca Pumped Storage Generating Station (up to 1,365 ft elevation), the Seneca way of life, living off the land along the river, was effectively destroyed. Hauptman recounts one Seneca woman’s experience:

One day moving men showed up and said they would be back in four hours to move us to a new home. Our lives were changed forever. The waters that generate the power (of today’s Kinzua Dam) flows over our old homesteads where the Longhouse once stood, the foundations of our churches, our school, our old ballfields, even the graves of Senecas. (Hauptman, 2014, p. XIX)

Today what was once the land of a vibrant Seneca community is hundreds of acres of unusable land. Mike Smith summarizes the effects, “You know the land is just wasted, it sits

in the flood zone for the Kinzua dam. Nothing can be done there. So you have hundreds of acres of wasteland. And that's where all the kids go to party” (Interview 10/23/2023).

1990 Lease Negotiations Aim For More Equitable Agreement, But Also Inflamm Tensions Between Seneca, Settlers

In 1969, the Salamanca Indian Lease Authority was established, marking the formalization of renewed lease talks. These negotiations spanned decades, and it was not until 1990 when a pivotal new lease agreement was reached, establishing a new lease with a 40-year term and an option for an additional 40 years (“40/40 lease agreement”). A copy of the 40/40 lease agreement that is in place today can be found in the appendix. The renegotiated terms of the lease may have implied the beginnings of a new, more equitable relationship between Salamancans and the Seneca Nation. For a city that, since the railroads were abandoned, has been in slow decline since the 1950s, perhaps this would mark a turning point towards a brighter future. But, it hasn’t. Little has improved in the city for the non-Seneca residents or the Seneca residents. The problems in Salamanca such as an influx in the unhoused population and high levels of poverty, the lack of economic development and opportunity, and an eroding tax base seem to be persisting largely unaddressed by either the City or the Seneca Nation. To understand these challenges requires a look underneath the letter of the law, where the historical backdrop of lease cancellations, legal battles, federal involvement, resistance from leaseholders, anti-Indian sentiment, and the subsequent legislative interventions that shaped the intricate dynamics between the Seneca Nation and Salamanca is much more complicated.

Non-Seneca Residents Resist New Lease Terms, Create SCOUT

The new 40/40 lease arrangement sparked controversy among non-Seneca residents of Salamanca. They felt left out of the negotiation process and were displeased because their lease payments saw substantial increases. Additionally, there was confusion regarding specific provisions in the new lease.

In response to these concerns, a citizens' group called the Salamanca Coalition of United Taxpayers (SCOUT) emerged in 1989. SCOUT members argued that they should have the opportunity to renew their existing 99-year leases rather than being compelled to sign the new 40/40 agreement. The rising rent payments to the Seneca Nation became a source of frustration for SCOUT members and other residents.

SCOUT's formation also reflected the anti-Indian sentiment prevalent among certain segments of the Salamanca population. The organization became a platform for residents who opposed the Seneca Nation's actions and sought to protect what they perceived as their own interests. The economic fears and anxieties about potential changes in lease agreements contributed to the mobilization of SCOUT, as its members aimed to resist what they saw as encroachments on their property rights and economic stability.

The controversy persisted in 1992 when the Salamanca City Council decided to withhold the 1992 lease payment. They believed that the lease was unjust to non-Indian residents of Salamanca and detrimental to the city itself. Eventually, the city paid the lease payment and late charges incurred due to their actions. The only individuals who faced eviction as a result of the new lease and ensuing controversy were 16 residents who refused to sign the lease agreement, and they were subsequently evicted in 1997, but though the

impact of this controversy on the city's population was initially small, it's impact on the dynamics of the population that remained - both Seneca and non-Seneca residents - were profound.

Part 3. Salamanca Today: Challenges and Opportunities

Tensions Around 40/40 Agreements Exemplify, Exacerbate, and Recall a History of Generational Trauma

The generations-old legal battles and lease cancellations fueled anti-Indian backlash among Salamanca residents. Economic fears and concerns about jurisdictional issues, amplified by the Forness case, contributed to the growth of anti-Indian sentiment. This sentiment created a hostile environment that complicated negotiations and reflected the broader social and economic anxieties within the local community.

The tensions embedded in the negotiations between the Seneca Nation and Salamanca also found expression in SCOUT's activities. The organization lobbied against the Seneca Nation's initiatives (such as the casino and other business ventures i.e. tax exempt gasoline and cigarette sales, new industrial enterprises like cigarette manufacturing) and became a vocal advocate for the interests of leaseholders. SCOUT's formation and advocacy underscored the broader socio-economic complexities of the negotiations, as well as the resistance faced by the Seneca Nation in its efforts to assert its legal and economic rights.

Furthermore, SCOUT's involvement in the negotiation process added a layer of political and social complexity to the already intricate dynamics. The organization's activities, driven by a desire to protect the perceived rights of Salamanca residents,

contributed to the adversarial climate surrounding the negotiations. The formation of SCOUT thus serves as a tangible manifestation of the tensions and divisions that defined the relationship between the Seneca Nation and the City of Salamanca during this tumultuous period.

Given what's revealed in the legal battles, it's unsurprising that, on the ground, Senecas faced rampant racism from primarily the white non-Seneca residents in the territory. Historian Laurence Hauptman notes, "Even into the early 1970s, Salamanca...had separate Indian stores, bars, and other businesses owned by non-Indians. Until the early 1960s, the major hotel in town had a long-standing policy of not serving Indians. Senecas would advise me not to frequent certain stores in Salamanca because 'the owners don't like us.' When I first arrived in Salamanca and experienced its caste system, at times I thought I was in Mississippi during the civil rights movement!" (Hauptman, 2014, pg. XXVIII). Over time, and with the integration of the schools in the 1960s, the city has become less segregated. Still, the division between native and non-natives is very much still alive in the Allegany region and within the city today.

Financial Challenges in Salamanca

This history has resulted in a unique financial and political situation for Salamanca. Because most U.S. municipalities are funded primarily through local property taxes, Salamanca's location on a Native American Territory presents unique financial challenges. As members of a sovereign state, Seneca Nation members do not pay property taxes within their tribal territories, including the Allegany Territory encompassing Salamanca. This exemption from property taxes is rooted in the concept of tribal sovereignty, which grants

Native American nations a degree of self-governance and authority over their lands, independent of state and local jurisdictions.

The principle of tribal sovereignty is based on a long history of treaties and agreements between Native American nations and the United States government. These treaties often include provisions that recognize tribal lands as distinct territories with their own governance systems. As a result, tribes have control over matters such as taxation, law enforcement, and land use within their territories. Property taxes, typically collected by local governments to fund public services and infrastructure, do not apply to tribal lands or property owned by tribal members on those lands. This exemption is a manifestation of tribal sovereignty and an acknowledgment of the unique legal and political status of Native American nations. Consequently, in areas like Salamanca, located almost entirely within Seneca Nation territory, tribal members are not subject to the same property tax obligations as non-Seneca residents.

This has significant repercussions for the city. While Seneca Nation members enjoy exemption from all state and federal taxes, including sales and property taxes, the city continues to provide essential services such as police, fire, public works, and utilities. Mike “Smitty” Smith, former mayor of Salamanca and the first Seneca mayor in the city’s history, explains the unique situation:

They, Seneca Nation, they don't have taxes, and all of their money goes to support their people. So how so? They don't plow snow, their DPW mows lawns for elders. I'm an elder now, I can call the Seneca Nation (and) have them come and mow my lawn or shovel my driveway, things like that. That's what their money is. Where you see the state--there's a treaty between the state and the Seneca Nation saying the state is responsible for all roads and bridges on the territory. So New York State plows, the roads for the Seneca Nation. But the city does its own (road maintenance, snow plowing, etc), the city has all its own bills. The city still does everything that a normal city would do, that your city does. Police fire, public works utilities. Like, if

a water main breaks in the city, the city has to fix it. So what's different is that I, as a homeowner in the city, being Native American, I don't pay taxes. So you now have a shrinking tax base. It's down to 21%,--21% of the people pay all the bills in the city. (Interview 10/23/2023)

As such, when Seneca people replace a non-Seneca resident in Salamanca, the tax base inevitably decreases. This creates a tension between the monetary incentive to grow the tax base versus the cultural incentive to have more Seneca people occupying their own land. Within the city there are 2,085 parcels of land. Of these, 1,016 of these parcels (approximately 50%) are Native American property and, therefore, tax exempt. In an analysis of Salamanca's tax base, it was found that properties in Salamanca owned by the Seneca Nation of Indians or members of the Seneca Nation account for 85% of all tax exempt properties and 42% of the total assessed valuation of the city (Frantz, 2023). The full tax base analysis can be found in the appendix. According to the City of Salamanca's Final Budget for the 2023-2024 Fiscal Year, the total revenue from property taxes amounts to less than 10% of the city's total budget. As a result, the city is highly dependent on state and federal aid to meet their operational needs. For the current fiscal year, the city received \$8,077,733 in state aid, approximately 65% of their total revenue. While this ensures the city's essential services continue, it presents a scenario where the city's financial stability is not directly tied to local property taxes. This lack of financial incentive to improve the city has contributed to a stalemate in development.

While the financial dynamics of Salamanca appears advantageous for the Seneca Nation, it has not resulted in a significant influx of Seneca residents into the city. Even after many residents left in response to the 40/40 lease agreement, the city remains predominantly non-Native American. According to 2020 U.S. census data approximately 66% of the city's population identifies as white, 21% as Native American, 6% as both white and Native

American, and 8% falling into other race categories. There are several reasons for this. The practice of non-natives placing properties and businesses in the name of Senecas to avoid taxes is a notable example of the perverse economic incentives occurring in the city. Mike Smith explains:

Say you (a non-Seneca) want to come up here and open a business on Main Street in Salamanca. You're going to open your business, here's your revenue, (but) you would owe whatever sales tax revenue is, you know, say 10% to the state of New York. You're gonna pay me 2% (instead) to put that in my name and you're not paying the rest. (Interview 10/23/2023)

Essentially, when Senecas place their names on property deeds or acquire properties, they often manage to significantly reduce property taxes, sometimes to near-zero levels, while simultaneously creating a unique financial arrangement. As a result, a significant portion of property tax savings, and resulting revenue losses to the City and New York State, may be pocketed by non-Seneca property and business owners, leaving a relatively small fraction to be shared with Seneca Nation members. In a scenario where the original property tax amounts to, say, \$1,000, it may be lowered to a mere \$100, with non-Indian property owners potentially reaping a substantial share of these savings. Property owners in Salamanca who include the name of a Seneca Nation member on the deed pass on only a fraction of the property tax savings (e.g., \$100) to the Seneca, while retaining the lion's share (e.g., \$900). As a result, the city experiences a loss of \$900 in potential tax revenue while non-Indian property owners receive a substantial portion of these tax savings. Mike Smith gives a noteworthy anecdotal example of this system in practice:

There's a guy who owns Salamanca Mall Antiques downtown. He's from Rochester. He is Greek. He's been there for 20 years now. He has signed a side agreement with (Seneca member's name redacted), and he pays nothing to the city. So the biggest building on the biggest block on Main Street Salamanca pays zero to the city, but

still gets sidewalks plowed, police protection, fire protection, and municipally controlled electric, which is cheaper than National Grid³. (Interview 10/23/2023)

Moreover, Seneca Nation members who own rental properties play a central role in this issue. When a Seneca owner removes a property from the tax rolls and rents it out, they can offer artificially lower rental rates because the costs associated with property tax are no longer factored into the rental price. This creates an uneven playing field in the rental market, as non-Indian property owners may still be paying the original property tax rates. By removing properties from the tax rolls and offering artificially lower rental rates, these properties become more attractive to non-Indian tenants. This not only leads to disparities in the rental market but also results in an erosion of the city's tax base, as previously discussed. As a considerable portion of these tax savings is directed away from the city, it faces an increasingly challenging financial situation, hindering its economic growth, development, and ability to address persistent issues like a growing unhoused population and poverty. This structural problem also has implications for the Seneca Nation, as it can exacerbate economic disparities between the nation and non-Indians.

[A Mayor's Perspective: Political Barriers to Reinvestment in Salamanca](#)

At this point, due to all the aforementioned factors, Salamanca is still very much viewed as a white city, despite the 40/40 lease making it, in a legal sense, a Seneca Nation city. Rather than the 40/40 lease being a catalyst for reinstating Seneca Nation stewardship over the city, the Seneca Nation doesn't so much show the traditional Haudenosaunee sense of responsibility towards Salamanca, as much as they seem to have become landlords who

³ Salamanca has a municipal owned and operated electric grid which has access to cheaper electricity from the New York State Power Authority, enabling residents and businesses to avoid the higher rates charged by the for-profit regional utility National Grid.

don't much like their tenants. As mentioned previously, Salamanca has a long history of segregation and racial division. Despite being legal owners of the city, the sentiment from the Seneca Nation side has been "what has the city ever done for us?" Why invest in a place that has actively excluded you and resisted any claim you've had over it? The city is still viewed as a white city, and while a few Seneca families have moved in, the population remains majority white.

Mike Smith, as the first Seneca mayor of Salamanca, ran on a campaign platform to "Reunite Salamanca" in 2016. Never before in all of Salamanca's history had a Native American held office. In an ideal world, a Seneca Nation member holding a leadership position in the city would hold a lot of potential for moving the city into a more positive future. As the first native mayor, this positionality could serve as a powerful bridge between these communities. However, the division between the city and Seneca Nation proved immensely challenging to overcome. Before Mike Smith became mayor, as recently as 2016, there was essentially zero relationship between the city and the Nation. "The Nation and the city did not meet. Didn't speak. City Aldermen and the Nation Council never got together" (Interview 10/23/2023). This made development in Salamanca difficult. Smith provided an insightful example of the challenging working relationship:

The beat your head against the door or against the wall project that has been going on for 20 years now. The city bought up land off the territory. It's just inside the city limits, but it's more than a half a mile from the Allegany River. So it's off territory and saying, okay, we can develop this and make a tax base for ourselves. The problem is the land they bought is landlocked right next to the Seneca Allegany Casino. Mayor after Mayor after Mayor has gone to the tribal council, or the president, I could go to council and say, 'Hey, if you let us build a road from the end of your parking lot to our 300 acres of land up there, we can put businesses in there.' We had plans all laid out at the time, well, 20 years ago, for a strip mall, and like a splash lagoon waterpark with a hotel. I don't know if you know, we are 10 minutes from a major western New York ski resort in the winter. This property is literally two minutes from Allegany State Park, the largest state park in New York State.

Land's right there. And for 20 years, the nation has went, 'Nope, hope you starve.' They will not give us permission to build a road. From their parking lot, where a road goes through to access the parking lot, just extend that road a quarter mile would get us to the city land. And the Nation's like, 'Nope'...when I took office, the President at that time, he told me point blank: My mission is to run the city out of business. My mission is to destroy the city. I'm like, isn't it more like a rising tide raises all boats? How about it? The city flourishes and the nation flourishes. But that didn't go real well. (Interview 10/23/2023)

This kind of relationship is clearly challenging. However, it's not the only challenging relationship. Within the intricate web of jurisdictional relationships between the nation, the state, and the federal government, the city finds itself in a situation where it's left holding the short end of the stick. Smith explains, "The city is helpless. The city is caught with a tennis ball, when the Nation whacks it at the state that the city gets knocked over the back end of the state side or the federal side, then they whack it back, the city is totally helpless. That's the frustrating part, there's so nothing that the city can do. We're just caught in the middle" (Interview 10/23/2023). Throughout his two terms in office, Smith describes his experience as frustrating, "I used to call myself Sisyphus. I was just rolling the rock up the hill" (Interview 10/23/2023). Rather than serving as a bridge, he found his position "easily makes you one of the most hated people on either end of town" (Interview 10/23/2023).

The divisions in the community, largely seen through a racial lens, make it difficult to garner any political will to come to some solutions for the challenges in the city. Ultimately, you have two communities living on this one piece of land with a deep history of mistrust and division. All it takes is one incident and the community is, yet again, at war.

"You know, everybody thinks you can do this until you got a white guy cop shooting the native. You know, that kind of thing doesn't happen often. But you know, using physical force on Native Americans, then what happens? You're the Seneca Nation, you're

running the city, what do you do?” (Interview 10/23/2023). Smith explained how after George Floyd’s murder in 2020, New York State police reform policy (New York State Police Reform and Reinvention Collaborative) required local governments to create a new police reform plan.

We went down and met in an open forum with the Seneca Nation public, myself and the chief of police and the county sheriff and said, ‘Okay, let’s talk and listen to all of the stories.’ You know, everyone has a story. George Floyd--you have those same stories here. Not to that point, but certainly of harassment and intimidation and dragging people out of the cars. And there’s a lot of ‘which side of that are you on?’ You know, was George Floyd an innocent angel? No. Is the drunken Indian who just kicked the crap out of his wife and tore up a bar and is now getting whopped out by the city police, is he an innocent angel? You know, if you ask his mom he is. That’s the hard part is that you have probably, as equally a racial tension in this city, that you have anywhere in the country. Red and white here. Black and white elsewhere. (Interview 10/23/2023)

Just as Mike Smith reflects a larger hope for paradigm shift in American politics, akin to Obama in 2008 situated as the right person at the right time to effect meaningful change, his term too came to an end and was followed by reactionary backlash. When Mike Smith finished his second term, Sandy Magiera, a former SCOUT member, was elected after him and remains the current Mayor in Salamanca today.

Analysis of Challenges: Looking to the Future Generation

Given all of the trauma experienced by the Seneca people, from colonial settler land takings, to the Kinzua Dam, to the racism experienced on the territory, much of the hope for change in Salamanca is being tasked for the next generation. As Smith notes, “It’s (the relationship between Salamanca and Seneca Nation) better than it was years ago. And I think as the old people pass away, that hatred will go away. The youngsters don’t have that hate. They didn’t get relocated. They grew up on McDonald’s drive thru and, you know, houses in Jimtown.” While the younger generation on the Allegany Territory differs from

the older generation, perhaps in both in lived experience and political ideology, the effects of past trauma continue to have an impact. Generational trauma makes it challenging for some Seneca members to establish roots in the city. For one, the lack of investment in the city or development has led to a shortage of housing. While there are a number of abandoned and condemned properties, at the time of writing there were only four houses for sale in the entire city (Zillow, November 2023). Still, a deeper, and arguably more challenging issue is that some younger generations have become more focused on “getting out” of a place haunted by economic disenfranchisement and systemic racism than staying, preserving, or improving their ancestral homelands. One Seneca Nation member reveals:

Even though I'm Native, I didn't grow up on the reservation. I grew up and I went to school in the next school district. My mom was a half breed in the 50s. And it was different then. Half breeds were not, they weren't welcome on either end of town. The West End is where the Indians are. And the Uptown is where the white folk were. And a half breed wasn't welcomed on either end. So all my mom wanted to do was get out. Get off the territory, get out. (Interview 2023)

This leads to the question of who feels they belong in Salamanca? Who belongs in Salamanca and who does Salamanca belong to? Throughout the course of this paper, we’ve explored the ways in which these questions overlap and diverge. Right now, Salamanca is in limbo. Legally, it is a city chartered under New York State law and operated under NY municipal laws, but owned by the Seneca Nation of Indians. Historically, it has been a racially white city, and at one time a prosperous white city surrounded by an impoverished Seneca Nation. Today, Salamanca is caught in the middle of two very different understandings of place that has resulted in few residents really feeling as though they belong. When no one feels like they belong, no one takes responsibility, and the city continues to decline. From the Seneca Nation point of view, should they just allow the city

to die? Even if they do, the land, and the improvements on it are still theirs⁴, the question remains of what to do with it. Alternatively, if the city is to move forward in a positive direction, it must find a way to pave a path towards reconciliation. Ideally, who belongs in Salamanca and who Salamanca belongs to should be one in the same. But, this requires reparative work which directly acknowledges the communal trauma that's occurred.

Acknowledging Communal Trauma as Critical to Future Reparative Planning

In order to understand the reparative work that needs to be done, this section will draw on the theoretical frameworks of communal trauma provided by urban theorist Jocelyn Poe. In “Theorizing communal trauma: Examining the relationship between race, spatial imaginaries, and planning in the U.S. South” she states:

Communal trauma does not characterize people or places as inherently damaged, resulting in retraumatization. Instead, it interrogates how racialized ideologies, policies, and practices that intentionally harm targeted communities are embedded in place and spatial processes triggering place-based trauma with generational implications. (Poe, 2021, p. 66)

Seneca Nation's experience with and within Salamanca can be understood as communal trauma. The ways in which land was stolen and Native American identity was manipulated to remove indigenous rights and enhance white settler rights has generational repercussions. More recently, the Kinzua Dam's direct displacement of communities and destruction of traditional ways of life has left psychological wounds as well as lasting changes to the land itself. Understood this way, it is unsurprising that a new lease agreement has not led to a reclaiming of place by the Seneca Nation. The communal trauma has not been addressed and continues to effect the relationship between the city and the Nation

⁴ Under the 40/40 lease agreement, upon the expiration or cancellation of any lease, the land and improvements on it revert back to the control of the Nation. See appendix for full lease agreement.

today. This is because Salamanca itself is still viewed as the product and tool of white oppression. As Poe notes:

Communal trauma acknowledges the centrality of place in histories of racial domination. Place (space, land, coordinates) becomes a central tool of oppression, as property ownership (owning place) became synonymous with symbolic and material power and whiteness [Harris, 1993]. The production of space and place also becomes the production of excluded (abnormal) and included (normal) bodies—as spatial processes essentially become an exercise of power [Razack, 2018]... That is, racial difference is also a spatial difference [Mohanram, 1999]. (Poe, 2021, p. 68)

As discussed, Salamanca remains racially segregated, exemplifying how “racial difference is also a spatial difference”. Moreover, the mistrust between the two communities, as described by former Mayor Mike Smith, will remain unless directly acknowledged and addressed. This is critical to keep in mind in looking to the future of Salamanca and, inevitably, it’s planning. Again, Poe offers valuable insights stating:

The disruption and destruction of place is a traumatic event that shatters a community’s sense of time, identity, and place. If place plays an integral role in shaping identity, then planning is as much about shaping identity as it is about shaping place. (Poe, 2021, p. 68)

Which brings us back to our previous question: Who belongs in Salamanca? It is impossible to think about the future of the city without considering what its future identity should be. According to Poe, “Planning tied to dominating government institutions, or what Williams (2020) calls racial planning, aligns with the logic of coloniality” (Poe, 2021, p. 67). The development of Salamanca up to this point has been that of dominating government institutions, where “the advancement of place for some (the white settlers) has been a traumatic practice of disinvestment, removal, erasure, and dispossession for others (in this case, the Senecas)” (Poe, 2021, p.68). With this in mind, understanding the enduring impact of historical communal trauma provides insight into the persistent influence of the past and the trauma induced by racial planning. This can be an important form of resistance against

the dominant institutions. It is imperative to recognize the past injustices and actively work towards healing the rift between the Seneca community and the non-Native residents of Salamanca if there is to be any hope for a more prosperous future. While it is beyond the scope of this research paper to provide a blueprint of solutions, reparative planning praxis often begins with robust community engagement, educational endeavors, and collaborative initiatives that foster understanding. The sustainable future development of Salamanca, respecting both the environmental and cultural values of the Seneca Nation, should be a critical area of focus.

Conclusion

Now that Seneca Nation has legal rights to their ancestral territory in Salamanca, the issues of property still extend beyond the legal realm. As Mike Smith and the new generation of Seneca Nation members illustrate, identity and connection to land are just as significant as legal standing. While the lease was a step in the right direction for the Seneca reclaiming their ownership for the city, for true and sustainable ownership, reparative work will be necessary for the Nation to feel more than just legal ownership over Salamanca. As evidenced in this paper, the past and the future of Salamanca and the Seneca Nation is one of intertwined destinies shaped by historical injustices, legal complexities, and socio-economic challenges. The enduring legacy of colonial land appropriations, the traumatic impact of the Kinzua Dam construction, and the deeply ingrained racial tensions have left indelible marks on both communities. Despite these adversities, the recent developments, particularly the 40/40 lease agreement, may(?) signal a gradual shift towards a more

equitable relationship. However, the road to reconciliation and mutual prosperity is fraught with historical baggage and contemporary challenges.

The current financial and political landscape of Salamanca highlights the need for innovative approaches to economic development and community engagement. The Seneca Nation's strategic use of its sovereign status, while essential for protecting its interests, also necessitates a nuanced understanding of its impact on the city's fiscal health. The future of Salamanca hinges on bridging the divide between the Seneca and non-Native residents through policies that respect both the Nation's sovereignty and the city's need for sustainable development.

Moreover, the generational shift in attitudes and perspectives offers a glimmer of hope. As the older generation, with its entrenched prejudices, makes way for a younger, more open-minded cohort, there is potential for a significant transformation in the social fabric of Salamanca. This generational change, however, must be accompanied by concerted efforts to address the historical communal trauma and foster an environment of understanding and collaboration.

Finally, it is important to note that this paper only scratches the surface of a very complex issue, and that much more research, including speaking with other key actors in Salamanca and Seneca Nation, is needed to create a fuller, more accurate picture. Given the research constraints mentioned in the Methodology section, much of the analysis included in this paper are based on the insights of the former Mayor of Salamanca, Mike Smith. These insights are invaluable given his unique position as the first native Mayor, and with this positionality, his access to both Nation and city politics. However, future research and planning efforts in Salamanca must be inclusive of more voices.

In conclusion, the complex tapestry of Salamanca's history and its current predicaments underscore the need for a multifaceted approach to reconciliation and development. It requires a careful balancing act that respects the Seneca Nation's rights while ensuring the city's economic viability. The path forward, though challenging, is laden with opportunities for creating a community that honors its past, cherishes its present diversity, and embraces a future of shared prosperity and mutual respect.

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Appendix

40/40 Lease Agreement
99 Year Lease
Map of Allegany territory
Tax Analysis by George Frantz

AGREEMENT
Between
The Seneca Nation of Indians and
The City of Salamanca,

1 I. PURPOSE AND SCOPE OF AGREEMENT; HISTORICAL BACKGROUND;
2 PARTIES

3
4 A. Purpose and Scope

5
6 This Agreement establishes a framework for cooperation and a
7 mutually beneficial future for the Seneca Nation of Indians,
8 Nation members, the City of Salamanca and City residents. The
9 Agreement: (1) provides City residents with new leases of Nation
10 land; and (2) provides the Nation with fair compensation for the
11 use of its land and for the impacts on the Nation of the prior
12 lease arrangement.

13
14 B. Historical Background

15
16 The Agreement is rooted in an appreciation of the heavy toll
17 paid by the Nation in the historical development of the City of
18 Salamanca. The parties are aware of the unique sequence of
19 events which deprived the Nation of the use of its lands. In the
20 mid-nineteenth century, several railroads, without Federal
21 authorization or approval and on terms adverse to the Nation
22 secured rights-of-way through the Allegany Reservation. The
23 railroads were built on the Allegany Reservation under authority
24 which the State of New York lacked but purported to grant.
25 Subsequently, railroad employees, persons associated with the
26 railroads, city residents and non-Indian farmers obtained leases
27 of Allegany Reservation lands, also without Federal authorization
28 and, similarly, on terms adverse to the Nation. By 1875,
29 Congress, aware of the considerable non-Indian settlement of and

1 investment in Nation land and at the urging of the State,
2 determined to act. By the Act of February 19, 1875 (18 Stat.
3 330), the United States confirmed existing leases of Allegany
4 Reservation lands, authorized further leasing and, over Indian
5 opposition, made the confirmed leases renewable for a twelve year
6 period. Fifteen years later Congress dealt the Nation yet
7 another blow. The Act of September 30, 1890 (26 Stat. 558), also
8 enacted over Indian opposition, amended the 1875 Act by
9 substituting a renewal term of "not exceeding ninety-nine years"
10 for the original renewal term of twelve years. The leases were
11 subsequently executed without federal supervision, assistance, or
12 support. Rentals were for a fixed sum, with no escalation.
13 Thus, the Nation has now been deprived of its lands for well over
14 one hundred years, yet has received extremely inadequate rental
15 payments and, in many cases, no payments at all.

16
17 The leases confirmed and authorized by these acts of
18 Congress and upon which the City of Salamanca was founded are now
19 due to expire on February 19, 1991. Understandably, this
20 approaching expiration date is creating considerable anxiety and
21 uncertainty on the part of City residents. Mindful of these
22 justifiable concerns on the part of City residents, as well as
23 the injustices suffered by the Nation and its members, the
24 parties have negotiated this Agreement to compensate the Nation
25 fairly for the use of Nation lands, to provide a measure of
26 certainty and security to the City and City residents, and to
27 establish a framework for future cooperation and economic
28 advancement.

29
30 C. Parties

31
32 The following are parties to this Agreement:

- 33
34 1. the Seneca Nation of Indians
35 2. the City of Salamanca

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II. NEW LEASES

A. Nation's Commitment to Provide New Leases

The Nation agrees to provide new leases to any person holding a lease with the Seneca Nation which either expires on February 19, 1991 or is among the leases listed in Document 1 of the Technical Documents. After a leased property becomes the subject of a new executed lease, the old lease shall be treated as surrendered. The tender of the new leases, the surrender of the old leases, and the exercise of the option to renew the new leases, all as provided for under this Section, shall be subject to the terms of Section VII of this Agreement.

B. Lease Terms

1. The new leases will be for a term of 40 years from February 19, 1991. The Nation shall tender the new leases to any person holding a lease with the Seneca Nation which either expires on February 19, 1991 or is among the leases listed in Document 1 of the Technical Documents within sixty days of ratification of this Agreement by the Nation and the City, provided that the new leases so tendered shall not be binding on the Nation until the steps set forth in Section VI.D. of this Agreement have been accomplished. The leases shall become binding on the same basis as the Agreement is to become effective under Section VI.D. The option to accept the offer of a new lease shall expire on February 19, 1991 unless extended by the Nation.

2. Lessees will have the option to renew the new leases for a period of 40 years, provided that the lessee is not in default at that time. The lessee may

1 exercise the option to renew the lease by giving notice
2 to the Nation.
3

4 3. The annual rental payment due for the new leases
5 will be \$800,000 until this amount is less than the sum
6 of 8% of the land value of the property leased for
7 residential purposes and 10% of the land value of the
8 property leased for non-residential purpose (the
9 "formula"), at which time the amount determined by
10 application of this formula shall become the annual
11 rental payment. The annual rental payment determined
12 by application of this formula shall be adjusted
13 annually by the same percentage at which the full value
14 of property in the City changes, as shown by the
15 Equalization Rate. If the Equalization Rate (or a
16 successor or substitute index similarly adjusted) is
17 not available, the parties shall agree upon the use of
18 a different methodology for determining the rate of
19 change in property values in the City. The parties
20 also agree that the property in the City will be the
21 subject of an objective reappraisal to determine the
22 land value of the leased property, to be completed by
23 the end of the fifth year of the initial forty year
24 term of the leases provided for under this Agreement.
25 The reappraisal of the land value of the leased
26 property shall be conducted by an appraiser retained
27 specifically for this purpose, who is acceptable to
28 both the Nation and the City, and shall be conducted on
29 terms acceptable to both the Nation and the City. The
30 cost of the reappraisal shall be shared equally by the
31 City and the Nation. The land value as determined by
32 the objective reappraisal conducted under this Section
33 shall become the land value for purposes of calculating
34 the annual rental payment which the lessees
35 collectively will pay under this Agreement.

1
2 4. The Nation may, at its option at the end of any
3 five year period of this Agreement: (1) upon
4 satisfactory demonstration to the Joint Leasing
5 Commission that the values used are not representative of
6 market values, initiate an objective reappraisal to
7 determine the land value of the leased property, to be
8 conducted in accordance with Section II.B.3. of this
9 Agreement, or (2) test the methodology used to
10 determine the Equalization Rate through the use of a
11 random sample selection of parcels in accordance with
12 the procedures set forth by the State Board of
13 Equalization and Assessment for such testing. The land
14 value as determined by objective reappraisals conducted
15 under this Section shall become the land values for
16 purposes of calculating the annual rental payment
17 determined by application of the formula set forth
18 under Section II.B.3. of this Agreement. The
19 Equalization Rate as determined by the testing
20 procedures set forth under this paragraph shall become
21 the Equalization Rate used for purposes of determining
22 the annual adjustment in the annual rental payment as
23 provided for under Section II.B.3. of this Agreement.
24
25

26 5. The annual rental payment due the Nation will be
27 apportioned between the lessees and the City and paid
28 according to the following formula: The lessees
29 collectively will pay the sum of 8% of the land value
30 of property leased for residential purposes and 10% of
31 the land value of property leased for non-residential
32 properties; the City will pay the difference between
33 this amount and \$800,000 until the amount paid by the
34 lessees' collectively exceeds \$800,000. The rents
35 described in this Agreement shall be the total

1 consideration due from the lessees for the occupancy of
2 the leased lands.
3

4 6. Lessees shall agree as provided in Technical
5 Document 2 to tender their annual rental payments to
6 the City, as authorized under federal law by the Act of
7 August 14, 1950, 64 Stat. 442 and in accordance with
8 Chapter 878 of the laws of the State of New York for
9 the year 1953. The City agrees to tender the annual
10 rental payment to the Nation by check payable to the
11 Nation. Notwithstanding the failure of any lessee to
12 pay to the City the amount owed by that lessee, the
13 City agrees to pay the Nation the lessees' collective
14 share of the annual rental payment by tendering full
15 payment to the Nation on or before the date the rent is
16 due and payable.
17

18 7. Where any person holding a lease with the Seneca
19 Nation which either expires on February 19, 1991 or is
20 among the leases listed in Document 1 of the Technical
21 Documents does not accept the new lease tendered by the
22 Nation under Section II.B.1. of this Agreement the
23 annual rental payment due from the City to the Nation
24 under Section II.B.3. of this Agreement shall be
25 ratably reduced. The amount of the reduction shall be
26 the amount that would have been due if the new lease
27 had been accepted.
28

29 8. Where a member of the Seneca Nation would be
30 entitled to a new lease under this Agreement, the
31 entitlement thereto is hereby modified to the extent
32 that whether or not the Nation shall execute and
33 deliver such new lease to such member of the Seneca
34 Nation shall be determined by the Nation alone. Where
35 no lease is executed pursuant to this Agreement the

1 City shall not be obligated to pay rent to the Nation
2 for that parcel.
3

4 9. Where the Seneca Nation or a member of the Seneca
5 Nation acquires the interest of a lessee in a parcel
6 held under a new lease tendered by the Nation under
7 Section II B.1. of this Agreement, and is not obligated
8 to and elects not to hold the parcel under the new
9 lease, the annual rental payment due from the City to
10 the Nation under Section II.B.3. of this Agreement
11 shall be ratably reduced. The amount of the reduction
12 shall be the amount that would have been due if the
13 parcel were held under the new lease.
14

15 10. Additional lease terms are set forth in Document 2
16 of the Technical Documents.
17

18 **III. AUTHORITY TO INVESTIGATE COMPLIANCE WITH LEASE TERMS AND**
19 **THIS AGREEMENT**
20

21 The parties agree that the Council of the Seneca Nation and
22 any person or persons designated by the Council will have the
23 authority to investigate whether the City and the lessees are in
24 compliance with the lease terms and any provisions in this
25 Agreement relating to lease terms and lease administration.
26 When, in the judgment of the Council or its designees such action
27 is warranted, the Council may file a complaint under Section IV
28 of this Agreement initiating a binding arbitration on whether
29 there has been a breach of any lease term or provision of this
30 Agreement relating to lease terms or lease administration. In
31 carrying out its responsibilities under this section, the Council
32 or its designees shall have the authority to gather and compile
33 information in all practicable ways, including but not limited to
34 the power to take testimony of witnesses under oath; to issue
35 subpoenas to compel attendance of witnesses or the production of

1 books, records, documents and other evidence. The Council may as
2 part of its investigation prepare reports and recommendations
3 which may be transmitted to the Commission established under
4 section IV.

5

6 **IV. JOINT LEASING COMMISSION AND DISPUTE RESOLUTION PROCESS**

7

8 The parties agree to the establishment of (1) a commission
9 which shall be known as the Seneca Nation -- City of Salamanca
10 Joint Leasing Commission, and (2) a dispute resolution process
11 for resolving disputes arising under the lease terms and
12 provisions of this Agreement relating to lease terms and lease
13 administration. The composition, powers, and duties of the
14 Commission and the dispute resolution procedures are set forth in
15 Document 3 of the Technical Documents. The objectives of the
16 Commission and the dispute resolution procedures are to ensure
17 that the lessees, the City and the Nation comply with the lease
18 terms and with any provisions in this Agreement relating to lease
19 terms and lease administration.

20

21 **A. Commission Responsibilities**

22

23 Among its other duties, the Commission is authorized and
24 directed to:

25

26 1. compute the annual rental payment due for the new
27 leases in accordance with Section II.B.3. of the
28 Agreement (hereafter the "annual rental payment") and
29 to apportion the annual rental payment between the
30 lessees collectively and the City of Salamanca in
31 accordance with Section II.B.5. of the Agreement. The
32 City shall make available to the Commission by December
33 1 of each year all records, figures, and dates within
34 its possession necessary to make the required
35 computation.

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2. notify the City annually by December 15 of each year of the share of the annual rental payment collectively owed by the lessees, and of the share of the annual rental payment owed by the City in accordance with Section II.B.5. of the Agreement. The amounts so determined and provided to the City shall be certified to the City by the Commission, and unless disputed by the City within 10 days, shall constitute the annual rental payment and the apportionment thereof between the lessees collectively and the City.

3. verify and confirm annually the amount of the annual rental payment which each individual lessee will pay pursuant to the procedures used by the City to determine said amount, which procedures shall be provided to the Commission at least 60 days before February 19 of each year. The Commission shall certify such amounts to the City, and the City shall then proceed to notify the lessees individually and to collect said amounts from the lessees individually under procedures approved by the Commission.

4. perform other administrative tasks necessary for administration of the leases, provided that the Commission shall have no authority to exempt any lessee from his or her share of the annual rental payment.

B. Initiation of Arbitration

The City, the Nation, or any lessee or sublessee who believes that any other of these parties has failed to comply fully with any lease term or any provision in this Agreement relating to lease terms or lease administration may file a complaint with the Commission initiating

1 arbitration under this Section of the Agreement and pursuant
2 to the procedures set forth in Document 3 of the Technical
3 Documents. However, in any year in which the Nation timely
4 receives from the City the total amount owed by the lessees
5 as their collective annual rental payment, the Nation will
6 have no recourse against individual lessees for failure to
7 make rental payments and the City will have the exclusive
8 right to seek redress from the defaulting lessees for
9 failure to make rental payments. The Nation's right to seek
10 redress against lessees for breach of provisions other than
11 those relating to tender of payment is reserved and will be
12 unaffected by timely payment of such collective annual
13 rental. If, however, the City does not pay the lessees'
14 collective share of the annual rental payment on or before
15 the date it is due, then the Nation may seek redress against
16 the City, the lessees, or both.

17
18 **V. ADDITIONAL TERMS**

19
20 **A. Electric Utility Service**

21 The City agrees to provide City electric utility
22 service to Nation members and Nation buildings and facilities in
23 Jimersontown on the Allegany Reservation at the same rates
24 applicable within the community of Killbuck, or at a similarly
25 reduced rate if the rate in effect in Killbuck as of the date of
26 execution of this Agreement is eliminated, provided that in no
27 event shall the rate be greater than that charged by the City to
28 consumers outside the City, provided that the Jimersontown area
29 is first determined to be eligible for service by the City's
30 Electric Utility ("Utility") under applicable law, and further
31 provided that the Nation shall make available the poles, lines,
32 and transformers (if necessary) (hereinafter "equipment") needed
33 for the Utility to deliver service to this area, which equipment
34 the Utility shall maintain as part of the service provided and at
35 no cost to the Nation. The Nation and the City agree to jointly

1 take such action as may be needed to establish the eligibility of
2 the Jimersontown area for City electric utility service.

3
4 B. West End Properties

5 The City agrees to take all action which it is
6 empowered to take, including if requested by the Nation seeking
7 an amendment to the City charter from the legislature of the
8 State of New York, to exclude the Nation properties shown on
9 Schedule A, which may be subject to confirmation by survey, from
10 the boundaries of the City, but shall continue to provide City
11 electric, water, and sewer utility service to these properties at
12 the same rates, as to electric utility service, applicable within
13 the community of Killbuck, or at a similarly reduced rate if the
14 rate in effect in Killbuck as of the date of execution of this
15 Agreement is eliminated, provided that in no event shall the rate
16 be greater than that charged by the City to consumers outside the
17 City, provided that the Nation shall provide the City with the
18 access and easements necessary for the City to continue to
19 provide such service.

20
21 C. Salamanca Hospital District Authority Lease

22 The Nation agrees to provide a new lease with a term
23 and annual rental as set forth in Section II. of this Agreement
24 to the Salamanca Hospital District Authority, provided that this
25 lease shall remain in effect only as long as the premises are
26 used as the site of a community hospital or for directly related
27 purposes, which shall include use as a health care center. The
28 Nation and the City agree to (1) work cooperatively to maintain
29 the property under lease to the Salamanca Hospital District
30 Authority as the site of a community hospital or for directly
31 related purposes, which shall include use as a health care
32 center, and (2) that in the event the property is no longer used
33 as the site of a community hospital or for directly related
34 purposes, which shall include use as a health care center, the
35 further use of the property shall be a matter of lease

1 administration and subject to a plan for its use and development
2 which has been agreed upon by the Nation, and the City, and
3 pursuant to a lease provided in accordance with Section II. of
4 this Agreement on which the term shall be considered to have
5 begun on February 20, 1991.

6
7 **D. Economic Development**

8 The sum of \$3,000,000 from the Economic and Community
9 Development Fund provided for under Section VI.C.1.b. of this
10 Agreement shall be deposited in an escrow account which shall be
11 owned by the Nation. The escrow agent shall be selected by
12 agreement of the Seneca Nation and the City. The escrow account
13 shall remain in existence for a period of ten years from the date
14 on which the principal is deposited, or until all payments
15 provided for under this Section V.D. have been made. The escrow
16 account shall be held and disbursed by said escrow agent as
17 follows.

18
19 1. Two-thirds of the income accruing to the escrow
20 account each year shall be paid to the City for economic and
21 community development in the City.

22
23 2. One-third of the income accruing to the escrow
24 account each year shall be paid to the Joint Venture Commission
25 on Economic Development.

26
27 3. After ten annual disbursements of the income
28 accruing to the escrow account have been made in accordance with
29 this Section V.D., the principal of the account shall be paid to
30 the Seneca Nation to be used for such purposes as the Seneca
31 Nation may authorize.

32
33 **VI. IMPLEMENTATION AND MODIFICATION**

34
35 **A. Structure of Agreement**

1
2 This Agreement consists of this document entitled
3 "Agreement" and several separate documents contained in a
4 technical appendix:

5
6 1. Document 1: Listing of leases, other than those
7 expiring in 1991, which the Nation agrees to replace
8 with new leases in accordance with this Agreement.

9
10 2. Document 2: Lease terms to be incorporated into
11 all leases entered into pursuant to this Agreement.

12
13 3. Document 3: Seneca Nation - City of Salamanca
14 Joint Leasing Commission.

15
16 Each of these three documents forms an integral part of the
17 Agreement.

18
19 B. Ratification By Nation, and City

20
21 The Council of the Seneca Nation, on behalf of the
22 Seneca Nation of Indians and the Council of the City of
23 Salamanca, must ratify this Agreement no later than July 14,
24 1990. Upon ratification, the parties shall convene to
25 develop a plan for implementing the Agreement at the
26 earliest possible date.

27
28 C. Federal and State Participation

29
30 1. In order to become effective, this Agreement
31 requires that certain actions be taken by the United
32 States Congress. These actions include but are not
33 limited to:

34
35 a. Authorizing and appropriating \$30,000,000 for

1 the Federal share of the cash payment to the
2 Nation.

3
4 b. Authorizing and appropriating \$5,000,000 for
5 the Economic Development Fund established for the
6 Nation.

7
8 2. In order to become effective, this Agreement
9 requires that certain actions be taken by the
10 legislature of the State of New York, or be subject to
11 an agreement between the Nation and the State which
12 shall have the effect described in Section VI.D.3.
13 These actions are:

14
15 a. Authorizing and appropriating \$16,000,000 for
16 the State share of the cash payment to the Nation.

17
18 b. Authorizing and appropriating \$9,000,000 for
19 the State share of the economic development funds
20 to be provided to the Nation.

21
22 3. The parties agree that, among the other provisions
23 which must be included in the Federal legislation, the
24 Federal Act must include provisions to the effect that:

25
26 a. None of the rental payments made to the Nation and
27 none of the income generated thereby shall be subject
28 to taxation in any fashion whatever.

29
30 b. Neither the per capita distributions which may be
31 made by the Nation to individual members from rental
32 payment funds, nor any income generated thereby, shall
33 be subject to taxation in any fashion whatever.

34
35 c. None of the payments, funds, or distributions

1 authorized, established, or directed by this Agreement,
2 and none of the income derived therefrom, which may be
3 received by the Nation or individual members of the
4 Nation, shall be subject to levy, execution,
5 forfeiture, garnishment, lien, encumbrance, or seizure
6 in any fashion whatever.

7
8 d. None of the payments, funds, or distributions
9 authorized, established, or directed by this Agreement,
10 and none of the income derived therefrom, shall affect
11 the eligibility of the Nation or its members for, or be
12 used as a basis for denying or reducing funds under any
13 government program in any fashion whatever.

14
15 D. Effective Date

16
17 This Agreement shall become effective when all of the
18 following steps have been accomplished. It is contemplated that
19 the steps will be fulfilled in the following order:

20
21 1. Approval of the Agreement by the Seneca Nation of
22 Indians and the City of Salamanca;

23
24 2. Enactment of the Federal legislation necessary to
25 effectuate the Agreement, and the appropriation of
26 funds sufficient to cover the Federal share of the cash
27 payment to the Nation and the Economic Development
28 Fund.

29
30 3. Enactment of State legislation necessary to
31 effectuate the Agreement, and the appropriation of
32 funds sufficient to cover the State share of the cash
33 payment to the Nation and the State share of the
34 economic development funds to be provided to the
35 Nation, or an agreement between the Nation and the

1 State concerning the schedule and mechanism for payment
2 to the Nation of the funds described in Section C. 2.
3 above, which shall render this Agreement effective for
4 the period that payments are made as agreed upon by the
5 Nation and the State, and after such payments have been
6 made as agreed upon, thereafter for the term of the new
7 leases described in Section II.B.1. and 2.
8
9

10 **E. Land Acquisition**

11
12 The funds appropriated under Section VI.C. above may be
13 used at the Nation's option, to acquire lands to increase the
14 land base of the Seneca Nation, provided that such lands shall be
15 outside of that portion of the City of Salamanca that is within
16 the Allegany Reservation.
17

18 **F. Modification**

19
20 After ratification of this Agreement by the Seneca
21 Nation and the City of Salamanca, the parties may modify the
22 Agreement or Documents 2 or 3 only by mutual consent.
23

24 **VII. LEGAL DISCLAIMER**

25
26 This Agreement, its accompanying Documents 1-3, and all
27 negotiations and exchanges of technical information leading to
28 this Agreement constitute offers of settlement and compromise of
29 disputed issues entered into between the parties expressly
30 pursuant to Rule 408 of the Federal Rules of Evidence.
31 Accordingly, in the event that the above conditions are not met
32 and this Agreement does not become effective, all statements and
33 agreements contained herein and in Documents 1-3, all technical
34 reports exchanged by the parties, and all negotiations conducted
35 by them are in strict confidence and will not be admissible or

1 used in any way against any of the parties to this Agreement, or
2 the beneficiaries of this Agreement, in any judicial,
3 administrative, or arbitration proceeding.

4
5 The parties agree that this Agreement (which includes
6 Documents 1-3 of the Technical Documents), including its
7 execution and implementation (1) shall not foreclose any party
8 from making any contention with respect to the interpretation of
9 the 1875 and 1890 Acts or any claim of being or not being a
10 lessee under these Acts; and (2) shall not be deemed an admission
11 by either party with respect to the interpretation of these Acts,
12 now or in the future.

13
14 The legal positions reserved under this Section are not
15 and shall not be construed to be lease terms or provisions of
16 this Agreement relating to lease terms or lease administration,
17 and shall not be subject to presentation to or resolution by the
18 dispute resolution process and arbitration procedures established
19 under Section IV of this Agreement and set forth in Document 3 of
20 the Technical Documents.

21 22 **VIII. DEFINITIONS**

23
24 For purposes of this Agreement and unless the context
25 requires a different construction:

- 26
27 1. "Agreement" means this document and, after said
28 documents are finalized, will also include the three
29 documents forming a technical appendix to this document;
30 this document may be executed by the parties before the
31 technical documents are finalized.
32
33 2. "City" means the City of Salamanca;
34
35 3. "Commission" means the Seneca Nation - City of Salamanca

1 Joint Leasing Commission described in section IV of this
2 Agreement and Document 3 of the Technical Documents.
3

4 4. "Equalization Rate" means the percentage of full value
5 at which taxable property in the City of Salamanca is
6 assessed, as determined by the State Board of Equalization
7 and Assessment or as revised by the testing procedure set
8 forth under Section II.B.4. of this Agreement.
9

10 5. "Council" means the Council of the Seneca Nation of
11 Indians.
12

13 6. "Land value: means the value of the land, exclusive of
14 improvements, provided that the use of this term in
15 calculating the annual rental payment shall not effect the
16 Nation's claim for improvements on the leased lands, which
17 claim is preserved under Section VII of this Agreement. The
18 land value for each parcel which is under lease shall be as
19 determined by the objective reappraisals provided for under
20 Section II.B.3. and 4. of this Agreement, provided that
21 until the reappraisal to be completed by the end of the
22 fifth year of the initial forty year term of the leases
23 provided for under this Agreement, the land value for each
24 parcel shall be determined by the Equalization Rate applied
25 to the assessed land value for each parcel.
26

27 7. "Lessee" means a lessee or sublessee under a lease
28 entered into pursuant to this agreement.
29

30 8. "Nation" means the Seneca Nation of Indians;
31

32 9. "Non-residential" means all types of property except
33 that which is residential.
34

35 10. "Residential" means one, two, three, and four-family
36 residences, except cooperatives and condominiums.

11. "Technical Documents" means the three documents which
comprise the technical appendix to this Agreement.

SENECA NATION OF INDIANS

By: [Signature]
President

Date: 7-13-90

CITY OF SALAMANCA

By: Antonio N. Carbone
Mayor

Date: 7-12-90

In the County of Cattaraugus State of New York

The United States of America Treaty
The Seneca Nation of Indians

This instrument in writing made and entered into this day of
(AD) One Thousand eight Hundred and Seventy Four.

Witnesseth

That Whereas the "Government of the United States of America" has heretofore entered into treaty stipulations with "The Seneca Nation of Indians" whereby certain lands, to wit, the lands generally known by the name of the Allegheny and Cattaraugus "Reservations of Indian Lands" were set aside, assigned and confirmed to the above named "Seneca Nation of Indians," their children heirs, and successors forever, and as long as said "Indian Nation" should choose to hold and occupy the same.

And Whereas by the increase of population, wealth, and commercial intercourse between the several States of the "United States" aforesaid and between said "States and other countries and continents: the construction of Railways through said Reservation Lands" and the building of cities, towns and villages, within the boundary limits of said Reservations has become necessary and proper.

Now, therefore "The Seneca Nation of Indians" aforesaid in Grand Council assembled at the "Council House" of the "Nation" and on the day and date of this instrument hereby and herein enters into solemn covenant with the Government of the "United States" and the people thereof through the representatives of said Government and people, to wit: _____

_____ Esquires who have been duly appointed and commissioned by said United States for the purpose and are now present at the execution of this treaty: according to the full tenor and effect of the following articles and provisions.

ARTICLE 1st The said "Seneca Nation of Indians" will lease according to the provisions hereinafter mentioned, certain lands embraced within the limits of The Indian Reservation aforesaid for the full period of Ninety Nine Years from and after the ratification of this treaty by the President and Senate of the United States. Provided said lease or leases shall be made of and to embrace the specific portions of said "Reservation Lands" hereinafter mentioned for the purpose, and of and for no other lands of said Reservations".

ARTICLE 2nd The Village of Salamanca "shall be laid out in proper streets, and blocks with sub division of blocks into town lots, conforming as nearly as practicable to the present plan of said village and shall be extended to contain and cover within its limits one thousand acres of land and no more.

The Villages of Carrolton, Red House, West Salamanca and Great Valley shall be in like manner platted into sheets, lots, and blocks and each of said villages shall be extended to cover and contain "Three Hundred Acres" and no more.

The Rights of Way "Depot Grounds" and all other tracts of land now occupied and held by the several Railway Companies "Which have located portions of their lines upon said Reservation Lands; through agreements and with consent of the aforesaid "Seneca Nation of Indians", together with forty acres of additional lands for the exclusive purpose of erecting stables for feeding and shipping live stock," and the general business and incidents of the same, shall likewise be platted, and these and all the above named lands so named to be platted, are embraced within the provisions of the first article of this treaty, but the same includes no other lands or portions of lands belonging to or being a part of the foresaid "Indian Reservations"

ARTICLE 3rd The "Council of the Seneca Nation of Indians" on the first Wednesday of in the year 187 , and on the said first Wednesday of in each fourth year thereafter shall elect some male citizen of the "United States" to act as a Commissioner or Agent of the "Seneca Nation of Indians"; which nomination by election, shall be subject to the approval of the "President of the "United States and such Commissioner shall immediately after qualifying himself as hereinafter required, enter upon the duties of his office as such commissioner, and shall hold his said office for the period of four years from date of said appointment, and until his successor has been elected approved and qualified.

But said commissioner may be removed for cause by the "Indian Council," which removal shall also be subject to the approval of the "President of the United States," and in case of a vacancy occurring in the office of commissioner by removal, death, or in any other manner, the said "Indian council" shall elect a person to fill out the unexpired term of said office, which nomination shall also be subject to approval and qualification as in the case of a person elected to said office at the regular quadrennial election.

ARTICLE 4th The commissioner before entering upon the duties of his office, shall execute a bond in a final sum of such an amount and of such sureties as shall be required of him by the council of The Seneca Nation of Indians, conditioned for the faithful performance of the duties of his office, including the faithful performance of the duties of his office, including the faithful accounting for; and the payment of, all monies coming in to his hands, for, and on behalf of the said "Seneca Nation of Indians" or its individual members.

ARTICLE 5th The said Commissioner, shall act as the "Treasurer of the said "Seneca Nation of Indians" and shall receive and disburse all monies received and disbursed for said "Seneca Nation of Indians", and shall prosecute and defend at law, any suits, or claims proper. To be prosecuted or defended, for and on behalf of the said "Seneca Nation of Indians" whether such suits shall be in the name of the "Seneca Nation" or in the name of its individual members.

ARTICLE 6th The commissioner shall be paid a salary of Thirty Five Hundred (\$3,500) dollars per annum and no more, and he shall charge no fee for any counsel, labor or other duty performed for said "Indians" either as a Nation or for its individual members. And he shall not in any manner, directly or indirectly, buy sell or speculate in any of the property at any time held by or belonging to the Seneca Nation of Indians," for his own individual use, and shall not receive title to any of the lands situated within the limits of

the Reservation; or any leasehold or other interest in the same, and any such title or interest taken in his name or in the name of his wife, or other party for his use, shall be considered as held in trust for the "Seneca Nation of Indians," excepting only that such commissioner, may take a lease" hold estate to a suitable lot for his private residence, of such dimensions and on such terms, as the "Council of The Nation shall approve.

But said commissioner may be allowed in addition to his salary, the sum of five "hundred dollars" per annum for rent and office expenses, unless a suitable office with its furniture stationary and clerks, is otherwise provided for by said "Seneca Nation of Indians".

The salary of the commissioner and office expenses to be paid out of the monies belonging to said "Seneca Nation of Indians" from the rents herein named.

ARTICLE 7th The commissioner shall keep a suitable office in the town of "Salamanca," in which he shall keep plats and maps of lands and lots herein mentioned, which plats of land shall be subject at all times to the inspection of the public generally, and he shall also keep proper books of Accounts with the said "Seneca Nation of Indians," in which he shall charge himself with all monies received, and credit himself with all monies expended, and the said books of Accounts, shall at all times be subject to the inspection of the Council of The Seneca Nation of Indians" or any committee by them appointed for the purpose, and also to the inspection of the "Commissioner of Indian Affairs at Washington, or his authorized agent for the purpose, and said commissioner shall make a semi-annual report of the financial affairs of the "Nation of which he is commissioner"; to the commissioner of Indian affairs at Washington, and to the council of the said Seneca Nation of Indians; or at the request of either of said last named parties.

ARTICLE 8th The commissioner shall cause plats and maps of the lands heretofore mentioned to be properly executed, and shall classify the several lots into business and residence lots;

The business lots to have a frontage on a business street of thirty feet, and the residence lots to have a frontage on the abutting sheets of sixty feet and the depth of the lots shall not exceed one hundred and eighty feet; provided such divisions into lots, do not interfere to the great damage of the present plats of said villages, within which they are situated.

He shall also cause the several streets to be named within said Villages, and the several blocks and the lots within the blocks to be numbered in consecutive order, and having registered in his office, blocks and lots, he shall by number fix on each lot so platted, the price at which a lease for the period of Ninety Nine Years shall be sold according to the terms herein provided, but said price shall not in any case exceed the sum of "ten dollars" (\$10 per foot) frontage on the abutting street, or be less than one dollar per foot frontage, and having so fixed the classes of lots and prices as aforesaid, he shall submit the same to the council of "The Seneca Nation of Indians, and after such classification and prices are approved by said council, they shall forever after remain without charge, either in classification or price of lease, so far as "The Seneca Nation of Indians is concerned."

ARTICLE 9th The commissioners shall thereupon offer for sale leases of all said lots for the term running ninety nine years from the ratification of this treaty, according to Article 1st at the prices and according to the classification so established in Article 8th of this treaty, and shall execute to the purchasers of any of such leases a deed of lease in writing in the name of "The Seneca Nation of Indians" for such term of lease; in all of which leases; shall be provisions of absolute prohibition of the sale or gift of any distilled liquors for the purposes of use as a beverage upon the premises therein named, and providing an absolute forfeiture of all leases and the monies paid thereon, where any such sale or gift of distilled liquors is permitted upon the premises as well as of any sale or gift of malt liquors for the purposes of a beverage in which any distilled liquors are mixed, and shall contain other general provisions to carry out the true intent and spirit of the several clauses of this treaty.

The commissioner may arrange the payments for said leases to be in three equal annual amounts, with lawful interest on deferred payments; but any monies owing the "Seneca Nation of Indians" from the sale of said leases aforesaid, or from the annual charge hereinafter provided shall be a perpetual lien as of first mortgage upon the leasehold interests conveyed, until such sums are fully paid, with interest from the time such sums are due and payable, and in case of default of the payment of such sums or any part thereof for ninety days after the same becomes due and payable it shall work immediately an absolute forfeiture of all right under the lease by which possession is held, and of all monies previously paid thereon, which forfeiture shall inure solely to the benefit of "The Seneca Nation of Indians".

ARTICLE 10th In the sale of the leasehold interests herein provided the present occupants of the lands and lots in said villages, where occupancy has been obtained from the "Seneca Nation of Indians," shall in all cases have the first privilege of purchase of the "leasehold estate" of the lots so held by them, at the established prices herein provided, and to that end shall have the exclusive right of purchase for the period of ninety days after such party shall have notice in writing of the offer for sale of said "leasehold interests" by said commissioner; but notice to the person actually in possession, is notice to the claimant of occupancy.

ARTICLE 11th In said leases and as part thereof there shall be provided, that an annual base of ten dollars (\$10.00) shall be paid and be a permanent charge upon each of the lots leased, as a part of the rent and consideration, for the leasehold estate so created, which sum shall be paid into the treasury of "The Seneca Nation of Indians" at such time as the "Council" shall determine.

ARTICLE 12th Either of the villages before named or all of them, may incorporate under the laws of the State of New York, and may levy and assess taxes for municipal purposes, and for such other purposes as may be provided by law, upon all property other than property held by the "Seneca Nation of Indians" within the limits of such corporations. But the property of the "Seneca Nation of Indians" held within the limits of the corporations, shall in no manner be held subject to taxation; and subject to the provisions of this treaty. The State of New York may extend over and establish her municipal and statute laws within the boundaries of the corporations herein named.

ARTICLE 13th The commissioner shall also execute leases for the like period of ninety nine years in the name of the "Seneca Nation of Indians", to the several "Railway Corporations" for the lands heretofore named as being held by them, including the forty acres of "Live Stock Yards," whenever said Railway Companies shall have complied with the terms of agreement under which they now hold such lands and have further signified a willingness to abide by the provisions of this treaty.

And it is herein now provided, that,

Whereas the said Railway Companies, are not subject to ordinary taxation for their property held within the limits of "Reservation Lands" they shall in lieu of all such taxation, pay into the "Treasury of the Seneca Nation of Indians," the following sums, viz;

The Erie Railway Company shall pay the sum of two thousand (\$2,000) dollars annually.

The Atlantic and Great Western Railroad Company shall pay the sum of two (\$2,000) dollars annually.

The Rochester and State Line Tailroad Company the sum of six hundred (\$600) dollars annually.

It is also herein provided that at least one third of all monies derived from the sale of "leasehold interests and other matters herein provided, shall be expended for educational purposes by the said "Seneca Nation of Indians," and that all expenditures of monies belonging to said "Seneca Nation," shall be paid on vouchers approved by the "Council of the Seneca Nation," and for the general purposes of the "Nation."

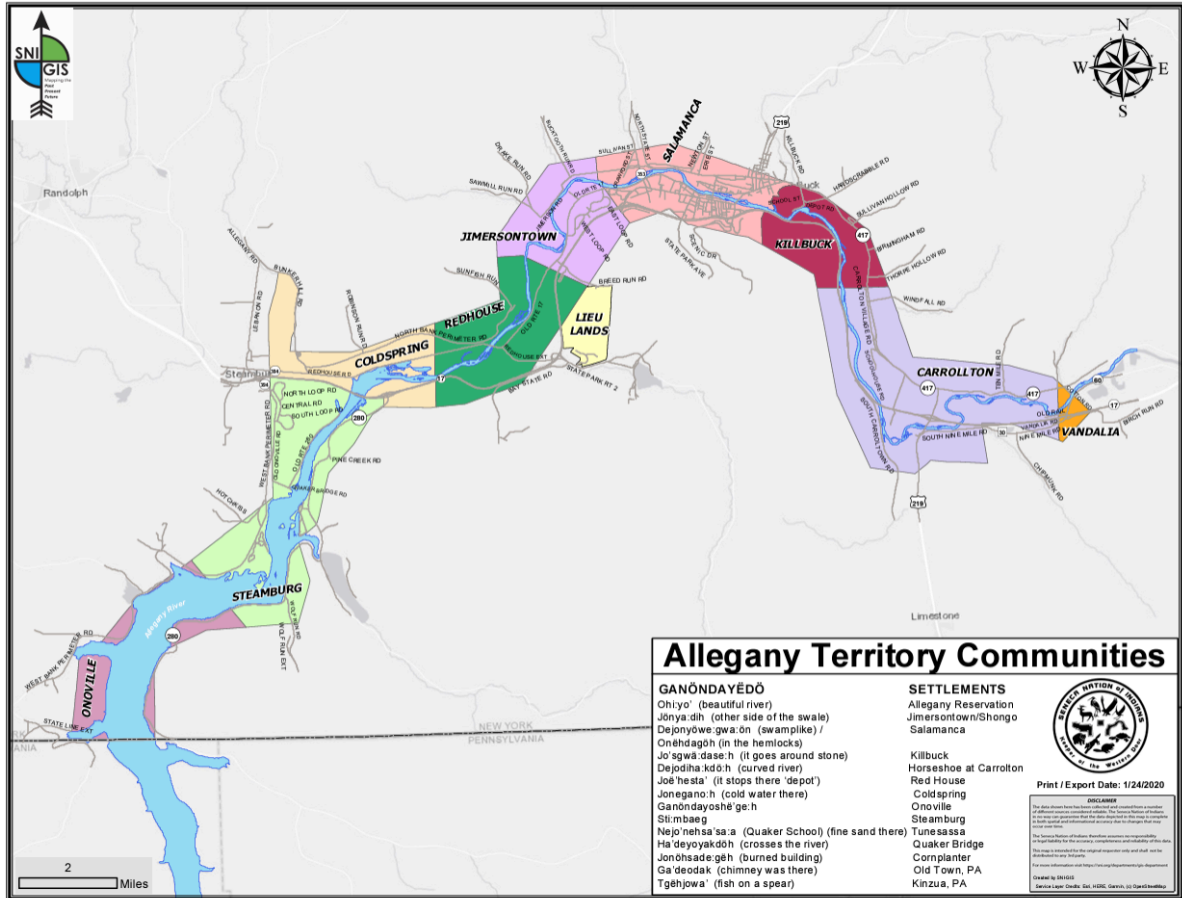
ARTICLE 15th Provided the State of New York so authorizes by statute "The Seneca Nation of Indians" may become a body corporate with authority to make rules and bye-laws for the government of the individual members of the Nation" among themselves, and within the limits of the Reservation," so far as contracts and agreements for the sale and transfer of property are concerned, and in a manner not inconsistent with the laws of the State and of the United States, and with power to sue and be sued, plead and be impleaded, in the several courts of the state; But always provided, that no power is herein contained to authorize the said "Nation" or any of its individual members; to create any valid interest in and concerning the lands of the Reservations," assignable or transferable to any person or persons not members of said "Indian Nation;" excepting as hereinbefore provided and fully and specifically set forth. Nor shall any of the "Reservation Lands" be subject to levy and sale under execution against the "Indian Nation or its individual members; but the "leasehold estates as created and heretofore set forth, and the rents and profits of the same, or any monies arising therefrom, may be made the subject of levy. And execution against said "Seneca Nation of Indians," for the payment of any judgment obtained against it upon any contract and agreement executed by said "Seneca Nation," but upon no other liability or pretense.

ARTICLE 16th If the "Ogden Land Company" so choose to elect "The Seneca Nation of Indians" shall pay said "Land Company" a sum not to exceed ten dollars (\$10) per acre upon all the lands embraced within the limits of the village plots, as herein set forth, upon the execution by said "Land Company" or by the per-

sons holding the pre-emption rights to said "Reservation Lands," of a quit claim deed of all rights title, and interest, in and to such lands arising from such preemption right; in favor of said "Seneca Nation of Indians," said sum to be paid pro-rata as fast as the leasehold interests are sold.

Whereupon the absolute fee simple estate shall be vested of all the lands so quit, claimed, in the said "Seneca Nation of Indians", their heirs and successors forever.

ARTICLE 17th In the case of leasehold estates or present occupancy being held by individual members of "The Seneca Nation", to lands embraced within the limits of the village plats havin named, the said individual "Indians" may elect to sell the "Seneca Nation" the improvements, erected on said lands belonging to them, at their appraised value, or such "Indian occupant may be the purchaser of the leasehold interest for the full term, at the registered price of such lease, but with the payment to be made in equal annual instalments, through ten years; deferred payments to bear legal interest. Such terms of election and payment being solely for the benefit of "Indian Occupants" and claimants, the privileges so set forth in this article, shall not be assignable to persons not "Indians" nor shall they extend to cover and include the claims of "Indian Occupants" who have entered into possession of lands, from and after the first day of May (AD) 1874.



City of Salamanca Tax Base by Tax Exempt Status and Ownership

Prepared by George Frantz

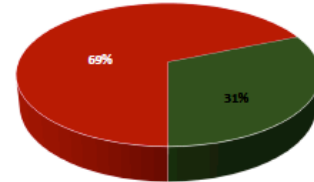
October 5, 2023

Source: Cattaraugus County Real Property & GIS Services. City of Salamanca 2023 Final Assessment Roll

	2020 Population - Salamanca	5,929	Per Capita Taxable Property	\$ 18,734.36
	Equalization Rate	0.125	(Need to compare Salamanca with surround peer cities)	
Owner Type	Tax Exempt Parcels	% of Total Parcels	Unadjusted Assessed Valuation*	% of Total Assessed Valuation
Seneca Nation (Nation + members' properties)	1,019	85%	\$ 18,485,405	61%
Municipal Government (City, Town, County)	113	9%	\$ 5,068,853	17%
Not-for-Profit/Religious	29	2%	\$ 1,537,663	5%
School District	22	2%	\$ 1,973,847	6%
Industrial Development (local IDA properties)	9	1%	\$ 945,210	3%
Local Public Authority	2	0%	\$ 2,390,292	8%
US Government	1	0%	\$ 52,300	0%
TOTAL Tax Exempt Parcels	1,195	43%	\$ 30,453,570	69%
TOTAL Taxable Parcels	1,588	57%	\$ 111,076,016	31%
TOTAL Parcels	2,783	100%	\$ 354,704,576	100%

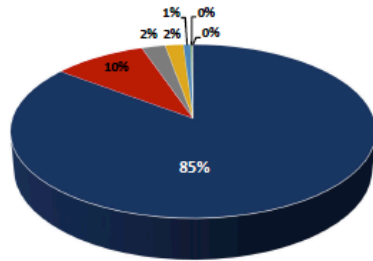
* Unadjusted parcel value = value before application of state calculated Equalization Rate (ER) to bring property values in line with actual market values. The ER is applied in communities that have not completed a formal reassessment in a number of years.

Taxable and Tax Exempt Properties as Proportion of Total Assessed Valuation



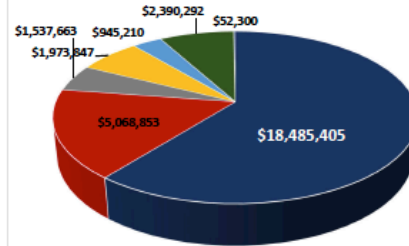
• Tax Exempt Parcels as %-age of Total Valuation
• Taxable Parcels as %-age of Total Valuation

Tax Exempt Parcel Ownership by Category



• Seneca Nation (Nation + members' properties) • Municipal Government (City, Town, County)
• Not-for-Profit/Religious • School District
• Industrial Development (local IDA properties) • Local Public Authority
• US Government

Tax Exempt Parcel Total Values by Category**



• Seneca Nation (Nation + members' properties) • Municipal Government (City, Town, County)
• Not-for-Profit/Religious • School District
• Industrial Development (local IDA properties) • Local Public Authority
• US Government

** Unadjusted assessed valuation