

11.4.7 J

THE EYAK CORPORATION
SHERSTONE, INC.
P.O. BOX 340
CORDOVA, ALASKA 99574

September 21, 1993

VIA FACSIMILE - (907) 586-7840

James Wolf
Acting Regional Forester
U.S. Forest Service
P.O. Box 21628
Juneau, Alaska 99802-1628

Re: Eyak/EVOS Timber Buyout Proposal

Dear Mr. Wolf:

You have requested that I put into writing the proposal of the Eyak Corporation and Sherstone, Inc. (collectively "Eyak") to the Exxon Valdez Oil Spill Trustees Council ("Council") after our proposal on Thursday, September 16, and our attempts to negotiate closure to this transaction over the following weekend, and after the Eyak and Sherstone Board of Directors meetings held on Sunday, September 19.

After these events, Eyak's proposal is essentially as it was on Thursday, September 16, except that the Board of Directors has evaluated the circumstances concerning public access and the inability of the federal government to protect Eyak and its property from events arising from public access, and has determined not to be obligated to extend public access to its lands. In essence, the proposal is as follows:

1. Core Tracts. Eyak would make available fee title or a restrictive conservation easement to Power Creek, Eyak Lake, and the Lower Eyak River, for \$21.4 million or fair market value, as proposed. This is the original Eyak proposal and it is unchanged.

Eyak's intention to cut timber in this area was the original motivating force to bring Eyak and the Council together and this part of the transaction achieves important restoration goals of the Council. The acreage in the core tracts is quite large, and, even without the rest of this transaction, is equivalent to the transactions which the Council has entered into at Kodiak and Kachemak Bay.

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Eyak is willing to enter into this transaction separate from the rest of the transaction.

2. "Other Lands" Option. The Council would have an option on the commercial timber rights, at fair market value; the core and the other lands would be capped at \$50 million total, on the "Other Lands" north and west of Shepard Point, including Knight Island, and from the Rude River to Port Gravina. This is also the original proposal and is unchanged.

This offer extends to a very large tract of lands, from 39,000 to 61,000 acres depending on the status of Eyak's selections in the area. The Board remains willing to convey only commercial timber rights in this area. Eyak believes that this proposal extends a very high level protection and achieves the restoration goals of the Council in a very extensive area, unavailable in any other way to the Council.

In analyzing the significance of a commercial timber sale, there has been discussion with the Council concerning whether a Wal-Mart store, or a nuclear waste dump, might be constructed in one of the bays in Prince William Sound. We believe the real environmental threat in the Sound is primarily from commercial timber harvesting. The purchase of commercial timber rights is the most effective way (and indeed, the only way) of serving the restoration goals of the Council on such a large tract of lands.

3. Public Access. Eyak continues to make the core tracts available to public access. However, the Eyak position has changed on public access to the "Other Lands." This is an issue which has nothing to do with the restoration goals of the Council. Rather, public access is a policy goal of agencies, which in essence turns private property into public lands. Eyak is only selling commercial timber harvest rights to the "Other Lands," not the lands themselves, and so public access is not a necessary adjunct of this transaction.

Eyak currently holds its lands open to the public and has done so for twenty years. It intends to continue to do so, but it wishes to control public access to its lands itself.

The U.S. Forest Service has stated that it has but one law enforcement ranger (or soon, two) to serve the Chugach National Forest area from Seward to Yakutat, including the Eyak lands, and that it cannot guarantee that it will be able to police public access to Eyak lands in any significant manner. In the past, Eyak has had trouble with littering and dumping, theft of timber and other damage to its property, including acts of vandalism. In addition, the U.S. Forest Service informs Eyak that it will not be able to fully indemnify Eyak for litigation or damages resulting from forced public access to its lands. In

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essence, if public access is forced, then Eyak loses control of access to its lands to the government, the government cannot protect Eyak, and Eyak assumes the liabilities on behalf of the government. The Board of Directors of Eyak and Sherstone are unwilling to accept this kind of transaction.

If there were a concrete proposal for funding of policing and protection of Eyak's interests on a perpetual basis (perpetual, because public access rights would also be perpetual), perhaps Eyak would be willing to reconsider its position. Absent that, Eyak's position is no forced public access.

4. Earnest Money. In addition, we discussed over the weekend an agreed-upon mechanism for the provision to Eyak of sufficient cash to extricate itself from the logging business. Our proposal, agreed to by the federal and state negotiators we met with, was for Eyak to be paid \$2 million within 30 days of today's date, and then \$5.5 million within about 45 days of today's date, collateralized by timber at Power Creek and/or Orca. The state and federal negotiators say that if they are directed to do so by the Council, they will find a way to obtain this money in this time.

As has been true since the beginning of this negotiation, payment of funds in these amounts and at these times is necessary for Eyak to cease its cutting activities immediately. The timber cutting problem we face at Orca Narrows is a "chicken and egg" problem -- we cannot cut in any economic fashion for a short period of time at Orca because the front-end costs of road construction and staging are such that a more extended cut is necessary for it to be economic. We very much believe that the most appropriate way to go forward from this stage is not to cut at all, and instead receive earnest money payments from the Council. The payments to Eyak would be secured by timber, as has been previously been agreed, at Power Creek. However, I understand that there may be a technical difference between the sort of timber appraisal we have available at that site and what the U.S. Forest Service appraiser may require. A different and more acceptable sort of appraisal may be available at Orca Narrows. Therefore, Eyak would make available timber at Power Creek and/or Orca Narrows to secure the transaction. We would expect to make timber available in excess of the obligation for a short period of time until an appraisal could be completed or verified, and then reduce the amount of timber dedicated to this purpose to the amount of the earnest money transaction, with Eyak retaining timber in economic logging units.

We believe it is preferable for the Council to take timber at Power Creek, so that the Council will have a strong incentive to exercise its "Other Lands" option.

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5. Specific Easement Sites. After Thursday's Council meeting, the parties negotiated at great length protections desired by the Council's staff at Olson and Parshas Bays, at Upper Sheep Bay, and at Windy Bay on the backside of Knight Island. There was a significant lack of understanding between us and the Council's staff when we initially agreed to consider this proposal because Eyak understood these to be small and limited sites, and what we saw on the maps were entire ecosystems and drainages on which restrictive easements or fee title was sought. These areas constitute high interest areas to Eyak's shareholders, and constitute much of the developable land Eyak owns on the Sound. Over the weekend, we sought to minimize the areas impacted by these proposals and to maximize the ability of Eyak to develop these lands. After our efforts, the Board of Directors determined that it did not wish to entertain even the reduced levels of restriction on such large quantities of land as were left in the proposal.

It is not that Eyak possesses present development plans with respect to these sites. Rather, the issue is Eyak's ability to control now, and in the future, its destiny and its lands.

Eyak will agree to a non-binding consultation with the U.S. Forest Service or the Council prior to undertaking any major development in these areas. This will facilitate their protection in a manner consistent with Eyak's goals by assisting a rational and fully-informed land planning process.

6. Summary. We hope the Council understands that the proposals made with respect to Eyak's lands are unprecedented in terms of Native land holdings: Eyak's total land entitlement is about 120,000 acres, while the core lands transaction is about 13,000 acres, and the "Other Lands" transaction encompasses from 39,000 to 61,000 acres. If the transaction is only 52,000 acres, the transaction significantly impacts in excess of 43 percent of Eyak's lands. However, a very significant portion of Eyak's lands is not developable (for instance, the 40,000 acre tract on the Copper River, the logged over lands near the airport, and the significant portion of everything else that constitutes mountains). Thus, transaction discussed here impacts virtually all of Eyak's developable lands.

For this reason, Eyak is very wary of any proposal to increase restrictions on the development of what is essentially all of its developable land. Within these constraints, Eyak's proposal achieves the Council's restoration goals to the maximum possible extent.

I hope the foregoing explains Eyak's proposal as slightly modified over the weekend.

Sincerely yours,

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THE EYAK CORPORATION

Donna Nadell
President

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Whereas Cordova and Prince William Sound's future prosperity and quality of life depend on intact anadromous habitat and world class scenic beauty;

And, whereas many of the resources and services damaged by the EXXON Valdez oil spill depend on both the marine and upland habitats of the Prince William Sound ecosystem;

We, the undersigned, ask the Trustees Council to support the agreement with Eyak Corporation to protect Power Creek and Eyak Lake and to negotiate a lease option on all other Eyak lands including Orca Narrows, Nelson Bay, Simpson Bay, Sheep Bay, and Olsen Bay.

RECEIVED
1993
EXXON VALDEZ OIL SPILL
TRUSTEE COUNCIL
ADMINISTRATIVE RECORD

Date	Printed Name	Signature	Address
8/3/93	JANNETTE B. WILLIAMS	Jannette B. Williams	P.O. 2224, Cordova, AK 99574
8/3/93	RICHARD CASCIA	Richard Cascia	Box 584 Cordova
8/3/93	VICTORIA BAKER	V. Baker	PO BOX 1159 CDV
8/3/93	SANDRA VAN DYCK	Sandra Van Dyck	PO Box 473 CORDOVA
8/3/93	WILLIAM R. REID	Wm R Reid	Bx 1234 Cordova
8/4/93	Joannine Buller	Joannine Buller	Box 1051 Cordova
8/4/93	Evelyn D. Brown	Evelyn D. Brown	Box 306 Cordova
8/4/93	DAVID P. AERS	David P. Aers	Box 2522 CORDOVA
8/4/93	SEAN WALLACE	Sean Wallace	Box 1112 Cordova
8/4/93	Jeanine Williamson	Jeanine Williamson	PO Box 23 Hope, AK
8/4/93	Marie Lucas	Marie Lucas	POB 535 Cordova
8/4/93	PAUL HEIMBUCH	Paul Heimbuch	4824 Blackstone Cir. A+84 99504
8/4/93	STEVE BERKSON	Steve Berkson	GEN. DEL. CORDOVA Box 1430
8/4/93	Danny Carpenter	Danny Carpenter	Cordova, Alaska 99574
8/5/93	Timothy Cahill	Timothy Cahill	PO Box 1342 Cordova AK 99574
8/5/93	ASAMAE JACOBS	Asamae Jacobs	Box 2425 CDV. AK.
8/5/93	David P. Clark	David P. Clark	Box 1022 CDV. AK
8/5/93	Denise Ward	Denise Ward	Box 2395 CDV-AK.
8/5/93	Mikal Berry	Mikal Berry	P.O. Box 256 Cord. AK
8/5/93	Cathy R. Sherman	Cathy R. Sherman	PO Box 1186 CDV AK

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Date	Printed Name	Signature	Address
8-2-93	KEVIN J. BUCKLEY	K. J. Buckley	P.O. Box 1045
8-2-93	Laura Katzman	Laura Katzman	P.O. Box 1045
8-3-93	Sharon Glasen	Sharon Glasen	P.O. Box 575
8-3-93	Samantha Greenwood	Samantha Greenwood	P.O. Box 2551
8/3/93	CATHERINE COREY	Catherine Corey	PO BOX 2396
8/3/93	Donald E. Youkey	Donald E. Youkey	P.O. Box 623
8/4/93	Susan Woodward	Susan Woodward	P.O. Box 2396
8/4/93	GARY THOMAS	Gary Thomas	PO. BOX 1331
8/5/93	Julie Clayton	Julie Clayton	P.O. Box 1341
8-5-93	Wade Schork	Wade Schork	P.O. Box 1385
8-5-93	Ed Meyer	Ed Meyer	P.O. Box 2756
8-5-93	George Coble	George Coble	P.O. Box 2121
8/5/93	Robin IRVING	Robin Irving	P.O. Box 2233
8/5/93	Mae Vansant	Mae J. Vansant	PO. Box 1263
8/5/93	Ed E. Beldenbach ^E	Ed E. Beldenbach	Box 536 C.A.A.
8/5/93	RICHARD CHSICIAN	Richard Chsician	Box 584 CDV.
8/5/93	Anita Smyke	Anita Smyke	Box 2022 CDV.
8/5/93	DICK SHELLHORN	Dick Shellhorn	Box 820 CDV
8/5/93	Susan Shellhorn	Susan Shellhorn	Box 820 CDV
8/5/93	Steve BABLER	Steve Babler	POB 2423 CDV
8/5/93	DAVID SAHET	David Sahet	POB 1811 CDV

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Date	Printed Name	Signature	Address
8/3	Ken Lytle	<i>Ken Lytle</i>	P.O. Box 336 Cordova
8/3	BILL HOORT JR.	<i>Bill Hoort Jr.</i>	Box 2303 CDV, AK.
8/3	Edudwill	<i>E. Dudwill</i>	Box 1748 CDV
8/3	James Ambrose	<i>James D. Ambrose</i>	P.O. Box 881 Cordova, Alaska
8/3	EVE OSBORN	<i>E. Osborn</i>	Box 1486 " "
8/3	Oliver Osborn	<i>Oliver Osborn</i>	Box 1486 Cordova AK
8/3	Christine Rogers	<i>Christine Rogers</i>	Box 1761 "
8/3	CHRISTINE SAGER	<i>Christine Sager</i>	Box 723 Cordova AK
8/3	R.D. Shaw	<i>R.D. Shaw</i>	Box 1065 CDV
8/4	Robert Marshall	<i>Robert Marshall</i>	Box 344 CDV
8/4	Chris Jensen	<i>Chris Jensen</i>	Box 1156 "
8/4	Egon Rasmussen	<i>E. Rasmussen</i>	P.O. Box 1916
8/4	Wendy J. Jurek	<i>W. Jurek</i>	2183
8/4	KATHY HALGREN	<i>Kathy Halgren</i>	Box 784 CDV.
8/4	John Wilcock	<i>John Wilcock</i>	Box 1366 Cordova
8/4	Sean Wallace	SEAN WALLACE	Box 1112 Cordova
8/4	Dean A. Buser	DEAN A. BUSER	Box 2634 CORDOVA AK
8/4	Betty Martin	Betty Martin	Box 2656 Cordova AK
8/4	John Lorentzen	<i>John Lorentzen</i>	Box 380 Cordova AK
8/5/93	TIMOTHY K. DONOVAN	<i>Timothy K. Donovan</i>	P.O. Box 164 Cordova AK

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Date	Printed Name	Signature	Address
8/4	Erling Carlson	Erling Carlson	PO Box 2541 Cdo.
8/4	Jama M. Craig	Jama M. Craig	621 Spruce
8/4	Ellen	Ellen	Br 518 Cdo
8/4	William F. Webber	W. F. Webber	Box 1225 Cordova AK
8/4	Gerard Spangler	Gerard Spangler	PO Box 1926 Cordova AK
8/5	Michael Bainter	Michael Bainter	PO Box 1556 Cordova
8/5	Carlene J Bainter	Carlene J Bainter	Box 1556 Cordova
8/5	ROBERT ECKLEY	Robert Eckley	Box 1274 CORDOVA AK 99574
8/5	Richard Jacobs	Richard Jacobs	Biggsville IL
8/5	Gilbert Naylor	Gilbert Naylor	P.O. Box 1586 Cordova AK 99574
8/5	Bonnie Pemberton	Bonnie Pemberton	PO Box 811 Cordova AK 99574
8/5	Suzanne Coleman	Suzanne M. Coleman	P.O. Box 1586 Cordova AK 99574
8/5	Bob McMaster	Bob McMaster	PO Box 811 Cdo.
8/5	Jama M. Schomer	Jama M. Schomer	PO Box 582 Cordova AK 99574
8/5	Patrick G. Rockwell	Patrick G. Rockwell	Box 1946,
8/5	Glenn Phillips	Glenn Phillips	Box 1165
8/5	Terry Merritt	Terry Merritt	Box 938
8/5	Carol E Merritt	Carol Merritt	Box 938
8/5	JANE ROCKWELL	Jane Rockwell	Box 1946
8/5	Jake York	JAKE YORK	Box 2323

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Date	Printed Name	Signature	Address
Aug 3 rd 1993	SHELAGH J. MULLINS	<i>Sheelah J. Mullins</i>	Box 436, Cordova
8/4/93	Les Allen	<i>Les Allen</i>	Box 1241
8/4/93	<i>[Signature]</i>	<i>[Signature]</i>	1523
Aug 4	CLIFFORD H. JONES	<i>Clifford H. Jones</i>	#2555
8/3/93	Katie Heeks	<i>Katie Heeks</i>	
8-4-93	D. Jones	<i>D. Jones</i>	Box 942 CDV.
8-4-93	Steve Capeland	<i>Steve Capeland</i>	Box 53
8/4/93	Hiomana (Aunio's)		Box 1108
8/4/93	William A. Merritt	<i>William A. Merritt</i>	
8/4/93	Kearlasey	<i>Kearlasey</i>	PO Box 1151 Keegan Alaska
8/4/93	Kim Ewers	<i>Kim Ewers</i>	Box 1324 Cordova
8/4/93	Carol Peckham	<i>Carol Peckham</i>	Box 1293 Cordova
8/4/93	Michael Kompkott	<i>Michael Kompkott</i>	
8/4/93	Frank G. Kelly	<i>Frank G. Kelly</i>	PO Box 393 Stevenson, WA 98641
8/4/93	Shawn J. Kim	<i>Shawn J. Kim</i>	PO Box 865
8/4/93	STUART SEAL	<i>Stuart Seal</i>	Box 1975
8/4/93	David (Mike) Phillip	<i>David Mike Phillip</i>	Box 396
8/4/93	Dennis Nolan	<i>Dennis Nolan</i>	Box 598
8/4/93	ET CHESTER	<i>ET CHESTER</i>	Box 2264
8/4/93	James P. Davie	<i>James P. Davie</i>	Box 1936

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Date	Printed Name	Signature	Address
8-2-93	Mark Heidbrink	Mark J. Heidbrink	P.O. Box 2084
8-2-93	Kuen Stoner	Kuen Stoner	P.O. Box 201
8-2-93	Pick Pichini	Pick Pichini	P.O. Box 2512
8-2-93	Pippin Owen	Pippin Owen	P.O. Box 1663
8-2-93	Rebecca Robinson	Rebecca Robinson	P.O. Box 1885
8-2-93	Fred J. Kewer	Fred J. Kewer	P.O. Box 933
8/2/93	Jose Ceballos	Jose Ceballos	Box 2696
8/2/93	Joe Reichert	Joe Reichert	Box 2064
8/2/93	NANCY BRUCE	Nancy Bruce	Box 2064
8/2/93	Jacob van der Sande	Jacob van der Sande	Box 882
8/2/93	Chris Salmer	Chris Salmer	Box 2815
08-02-93	Margaret Powell	Margaret Powell	Box 1944
8-2-93	Gonzalo Villalon	Gonzalo Villalon	Box 2695
8-2-93	E. Susan Norris	E. Susan Norris	Box 2695
8-2-93	Tea Karvinen	Tea Karvinen	Box 280 CORDOVA
8-3-93	Bobbi Plante	Bobbi Plante	Box 280 CRD
8-3-93	Michael C. Anderson	Michael C. Anderson	
8-4-93	Kate Boehm	Kate Boehm	Box 1238 CORDOVA-AK 99581
8-4-93	Michael Dale	Michael Dale	Box 1995 City
8-4-93	Ethan R. Bosch	Ethan R. Bosch	P.O. Box 1261

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Date	Printed Name	Signature	Address
Aug 3, '93	Ken Hill	Kenneth A. Hill	Box 1290 Cordova, AK 99574
Aug 3, '93	Dana Ranney	Dana Ranney	Box 2105 CDV
Aug 3, '93	Jen-Ann Kirchmeier	Jen-Ann Kirchmeier	Box 2641, Cordova
8/3/93	MARK IRVING	Mark Irving	2233, CORDOVA
8/3/93	Vicki Hall	Vicki Hall	Box 958, cordova.
8-3-93	Howard Janneck	Howard Janneck	Box 1743 Cordova
8-3-93	Tom Godes	Tom Godes	Box 1711 CORDOVA
8-3-93	Michael J. Webber	Michael J. Webber	Box 1711 Cordova
8-3-93	Carolyn Roessberg	Carolyn Roessberg	Bx 1512 CDV
8-3-93	GERRI Koehling	Geri Koehling	Bx 533 Cordova
8-3-93	Rodger Koehling	Rodger Koehling	Bx 533 CORDOVA
8-3-93	Jan Klein	Jan Klein	Box 1494 Cordova
8-3-93	William E. Buell	W E Buell	Box 2592 Cordova
8/3/93	Hester D. McInty	Hester D. McInty	Box 2368
8-4-93	KENNETH ADAMS	Kenneth Adams	Box 1855
8-4-93	Paul Swanson	Paul Swanson	Silver lining
8-4-93	Ron Horton	Ron Horton	Bx 216
8-4-93	Andy Miller	Andy Miller	3786 Box 295
8-4-93	Shawn Gilan	Shawn Gilan	Box 223
8-4-93	LARRY LYF-E	L. A. Lyf-E	Box 336

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Date	Printed Name	Signature	Address
8/2/93	James M. Soucie	James M. Soucie	PO#1015
8/3/93	KAREN ST. JEAN	Karen St. Jean	BOX 233 CORDOVA
8/3/93	Linda M. Masolini	Linda M. Masolini	BOX 102 Cordova
8/3/93	Liz Seneac	Liz Seneac	Box 762 Cordova
8/3/93	James Mykland	James Mykland	Box 1241 Cordova
8/3/93	Sue Laird	Susan Laird	Box 1624 Cordova
8/3/93	PAUL SWARTZBART	Paul Swartzbart	Box 233 CORDOVA
8/3/93	Mike O'Leary	Michael O'Leary	Box 1052
8/3/93	Bill Webber	Bill Webber	Box 876 "
8/3/93	Dan Bilderback	Dan Bilderback	Box 723 Cordova, AK
8/3/93	Will M	Will M	Box 432 CDV
8/3/93	Thea Thomas	Thea Thomas	Bx 1566 Cdv. AK.
8/3/93	Marie Smith Jones	E Eyak Chief	1022 Creek AK 99501
8/3/93	Bryan Seghetti	Bryan Seghetti	Box 383 Cordova
8/3/93	Tom Masolini	Tom Masolini	Box 102 CORDOVA
8/3/93	JOHN BOOREN	John A. Booren	Box 2337 Cordova, AK.
8/3/93	DAVID GRIMES	David Grimes	Box 1636 Cordova AK
8/3/93	David Rosenthal	David Rosenthal	Box 635 Cordova AK
8/3/93	Mark King	Mark King	Box 965 Cordova AK.
8/3/93	Vray Virrell	Vray Virrell	Box 1044 Cordova AK.

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Date	Printed Name	Signature	Address
8-2-93	DANIEL DENNIS	Daniel Dennis	Box 972 Cordova AK 99574
8-2-93	ELDON GLENN	Eldon Glenn	1349
8-2-93	Bob B. Livingston	Bob Livingston	Box 1349
8-2-93	DANA SCHEFFLER	Dana Scheffler	Box 1349
8-2-93	PAUL MALIC	Paul Malic	Box 1121
8-2-93	Patti J. Saunders	Patti J. Saunders	1233 W. 11th Ave Anchorage, AK 99501
8-2-93	Tom Capeland	Tom Capeland	Box 2338 Cordova
8-2-93	Cassandra Malec	Cassandra Malec	Box 98 Clatsop, Wa. 98220
8-2-93	Christine A. Karlsen	Christine A. Karlsen	4811 Noon Rd. Braham 98226
8-2-93	Jerry Lundli	Jerry Lundli	17746 15th Ave N.W. Seattle Wa. 98177
8-2-93	Nancy Ebo	Nancy Ebo	P.O. Box 2084 Cordova AK 99574
8-2-93	FVO BRAJKOVICH	Mr. Brakovich	P.O. Box 2095 Cordova
8-2-93	WAYNE SHRAKOFF	Wayne Shrakoff	20 Silvertip Ln Eureka Ca. 95503
8/2/93	Max McCarty	Max McCarty	623 4th St Cordova
8/2/93	KAREY OWENS	Karey Owens	Box 11 Cordova
8/2/93	GABRIEL KOMPLOFF	Gabriel Komploff	#1713 Cordova
8/2/93	Michael Komploff	Michael Komploff	1713 Cordova
8/2/93	Jason Lanman	Jason Lanman	1713 Cordova
8/3/93	Pan Benham	Pan Benham	11159 Ladera Rd. Bend, OR.
8/3/93	Todd Roberts	Todd Roberts	Box 2491 Cordova

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Date	Printed Name	Signature	Address
8-2-93	Mary McBurney	<i>Mary McBurney</i>	Box 464 Cordova
8/2/93	KARL BECKER	<i>Karl Becker</i>	Box 1185 CORDOVA
8/2/93	Jeff P. Hawley	<i>Jeff P. Hawley</i>	Box 1695 Cordova
8/2/93	KEVIN McALLISTER	<i>Kevin McAllister</i>	3883 JEWELL ST BZS SAN DIEGO CALIF 92109
8/2/93	DAN TORGERSON	<i>Dan Torgerson</i>	Box 1356, CORDOVA, AK 99574
8-2-93	J. JEFFREY BAILEY	<i>J. Jeffrey Bailey</i>	Box 875, CORDOVA, AK 99574
8-2-93	STEVE SHIFFLETTE	<i>Steve Shifflette</i>	Box 2491 CORDOVA, AK 99574
8-2-93	Stephen Bodnar	<i>Stephen Bodnar</i>	box 2262 Cordova, AK 99574
8-2-93	NANCY BIRD	<i>Nancy Bird</i>	Box 1185 Cordova AK 99574
8-2-93	Jay Kohner	<i>Jay Kohner</i>	Box 1185 Cordova, AK 99574
8-2-93	Mary A. Bishop	<i>Mary A. Bishop</i>	Box 2396 Cordova, AK 99574
8-2-93	Kenneth L Carlson	<i>Kenneth L Carlson</i>	Box 1063 Cordova
8-2-93	Noah Przywinski	<i>Noah Przywinski</i>	
8-2-93	Math A. Sanyal	<i>Math A. Sanyal</i>	Box 154 Cordova AK 99574
8-2-93	Curt McClellan	<i>Curt McClellan</i>	5411 Little tree Anch AK
8-2-93	Renee Pettingill	<i>Renee Pettingill</i>	PO Box 985 Cordova, AK.
8-2-73	Wykie Allen	<i>Wykie Allen</i>	PO Box 8362 Ketchikan, AK
8/2-1993	James Delgadillo	<i>James Delgadillo</i>	602 YALVE SEWARD K 99664
8/2/1993	Kimberly Menster	<i>Kimberly Menster</i>	1103 DASH RD SEUCLID, OH 44121
8/2/93	MARK F. OERAS	<i>Mark F. Oeras</i>	PO Box 1905 CDV AK 99574

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Date	Printed Name	Signature	Address
8-2-93	J. H. GUARD	JH Guard	BOX 856
8/2/93	DORNE HAWKHURST	D. Hawkhurst	P.O. Box 856
8/2/93	MICHAEL L. MEINTS	Michael L. Meints	P.O. Box 2402
8/2/93	TIMOTHY P. COFFEY	Timothy P. Coffey	PO BOX 1422
8/2/93	JEFFERY P. VANDYCK	Jeffery P. Vandyck	PO BOX 473
8-2-93	JOHN BOCCI	John Bocci	Box 1312 CDV AK
8-2-93	TONI I. BOCCI	Toni I. Bocci	P.O.B. 1023 CDV. AK
8-2-93	Tom Baughn	Tom Baughn	P.O. 296 CDV.
8-2-93	JEN-ANNE KIRCHMEIER	Jen-Anne Kirchmeier	P.O. 2641, Cordova
8-2-93	Demian Elliott	Demian Elliott	P.O. 2641, Cordova
8-2-95	Robert Grube	Robert Grube	PO 2375 Cordova
8-3-93	Alice Reilly	Alice Reilly	Box 1125 Cordova
8-3-93	Jim Totemoff	Jim Totemoff	Box 1232 Cordova
8-2-93	Nena Totemoff	Nena Totemoff	Box 1232 Cordova
8-2-93	Sam G. O'Neil	Sam G. O'Neil	Box 1875 Cordova
8-2-93	Steven G. Morgan	St. G. Morgan	BOX 1315 Cordova
8-2-93	ROBERT J. PLUMB	Robert J. Plumb	BOX 171 CORDOVA
2 AUG 93	DONALD A. SHAW	Don A. Shaw	Box 753 CORDOVA
8-3-93	LISA LAIRD	Lisa Laird	Box 1624/cordova
8-3-93	Dennis McGuire	D. C. McGuire	Box 1411/cordova
8-3-93	PAT MCGUIRE	Pat McGuire	Box 1611/Cordova

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Date	Printed Name	Signature	Address
8-3-93	BRUCE BAILLUM	Bruce Baillum	Box 1689
8-3-93	Mary Pat Cumming	Mary Pat Cumming ^{Brown Street}	Box 2351
8-3-93	Rita Beedle	Rita Beedle	Box 1162
8-3-93	Lyle A Kritch	Lyle A Kitch	Box 935
8-3-93	Deborah ASZEckley	Deborah ASZEckley	Box 1274
8-3-93	Chris Boorer	Chris Boorer	Box 2337
8/3/93	Cindy Appleton	Cindy Appleton	Box 1795
8/3/93	Penelope L Oswald	Penelope L Oswald	Box 1303

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Date	Printed Name	Signature	Address
8-5-93	EDWIN W. HERNDON	Edwin W. Herndon	Box 923
8/5/93	Katie Heeks	Katie Heeks	
8/5/93	Jeff Stonehill	Jeff Stonehill	Box 1654
8-6-93	Julia Schmidt	Julia L Schmidt	Box 1676
8-5-93	Tim Hood	Tim Hood	Box 540
8-5-93	CLIFF WARD	Cliff Ward	Box 264
8-5-93	FREDERICK C. WELTZ	Frederick C. Welts	Box 982
8-5-93	P. Desirée Irby	P. Desirée Irby	% Box 784
8-5-93	C. Jones	Cynthia Jones	Box-1623
8-5-93	Michael Gauditch	Michael Gauditch	Box 1236

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Date	Printed Name	Signature	Address
8/5/93	Ruth Wood	Ruth Wood	Box 100466, Anch 99510
8/5/93	SHERYL DEAN	Sheryl Dean	8007 Old Seaside A14 99518
8/5/93	KEVIN HARUN	Kevin Harun	510 M ST. 99501
8/5/93	Anthony Crupi	Anthony Crupi	519 W 8th Ave 99501
8/5/93	Susan Post	Susan Post	7343 Linden Dr. 99502
8/5/93	Elizabeth Enlan	Elizabeth Enlan	1612 Atkinson Dr 99504
8/5/93	Holly Kane	Holly Kane	4106 MacAnnes 99508
8/5/93	Karen Field	Karen Field	59 W 8th Ave Anch 99501
8/5/93	Xantha Bruso	Xantha Bruso	POB 221147 Anch AK 99522
8/5/93	Rhonda Grove	Rhonda Grove	1816 Arctic Blvd
8/5/93	Perry B. Mentzer	Perry B. Mentzer	294 High St, Newburyport, MA 01950
8/5/93	Pamela A Miller	Pamela A Miller	PO Box 103848 AK 99510
8/5/93	Steve Ranney	Steve Ranney	P.O. Box 2105 CDV AK 99574

Date	Printed Name	Signature	Address
8/3/93	C.T. STACK	LT Stack	Box 565 CORDOVA 99574
8/3/93	Melody Kassahn	Melody Kassahn	Box 246 Cordova 99574
8.5.93	LIZA LOBE	Liza Lobe	Box 312 CORDOVA 99574
8-5-93	Ken LOBE	Kenneth Lobe	Box 312 CORDOVA 99574
8-5-93	TODD ROGERS	Todd Rogers	BX 1481 Cordova 99574
8-5-93	JACK OLEXA	Jack Olexa	P.O.B. 555 CORDOVA, AK
8-5-93	Marij O'Brien	Marij O'Brien	Box 1066 Cordova, AK

8-5-93 DIANA MASOLINI Diana Masolini Box 1131 City
8-5-93 Frances A. Mallory Frances A. Mallory P.O. Box 1383 Cordova Alaska 99574

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Date

Printed Name _____

Signature

Address

8/3

Robert Pudwill

Signature _____

3x1748 CDV

11.4.7 H

**Selected Issues and Concerns Identified
at the EVOS Public Advisory Group Meeting
April 16, 1993**

RECEIVED
AUG 10 1993

The following items were raised about habitat protection, but not necessarily agreed upon by all members. This is presented for the information of the Trustee Council.

ADMINISTRATIVE RECORD

1. The current high price of timber makes for a very good market and timber owners will be wanting to move quickly to take advantage of it. Negotiations for habitat protection must move quickly. Plus, this could move other lands into the imminently threatened category.
2. The Trustee Council should discuss with landowners/timber owners of imminently threatened lands (some of whom do not wish to sell title to their lands) various management actions that could be undertaken to protect and enhance injured resources and services--other than fee simple title.
3. Perhaps there are financial incentives to landowners to cause them to not log their lands at this time.
4. Keep in mind the purpose of habitat protection is not to increase the amount of land in public ownership, but to enhance the recovery of injured resources and services--keep restoration goals in mind.
5. What about subsurface rights to lands that may be purchased?
6. The Trustee Council should consider land trades as a tool for protecting habitat, without expanding public land ownership.
7. Local people have a direct interest in habitat protection near their communities and need to be able to participate in the process, their concerns and needs should be considered.
8. Larger buffer zones around streams, etc. of timber left after cutting need to be considered in some locations.
9. The letter to the landowners in the oil spill area was not very clear and should have concentrated more on the willingness of the landowner to consider management-types of arrangements for protecting habitat, other than selling title to the land.
10. Have the economic impacts of habitat protection been taken into account?
11. Seal Bay appears to be an imminently threatened parcel with a willing seller and local public support for its purchase--negotiations should be expedited.

11.4.76
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OCT 1 1993

EXXON VALDEZ OIL SPILL
TRUSTEE COUNCIL
ADMINISTRATIVE RECORD

EYAK PROPOSALS

Eyak Corporation and United States Forest Service

Evaluation prepared by
Habitat Protection Working Group

for

Exxon Valdez Oil Spill Trustee Council

August 6, 1993

EYAK PROPOSALS

Eyak Corporation and United States Forest Service
Evaluation by
Habitat Protection Working Group
August 6, 1993

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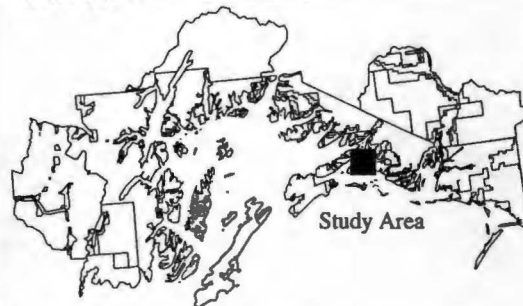
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HABITAT ACQUISITION EVALUATION EYAK EVALUATION UNITS DRAFT

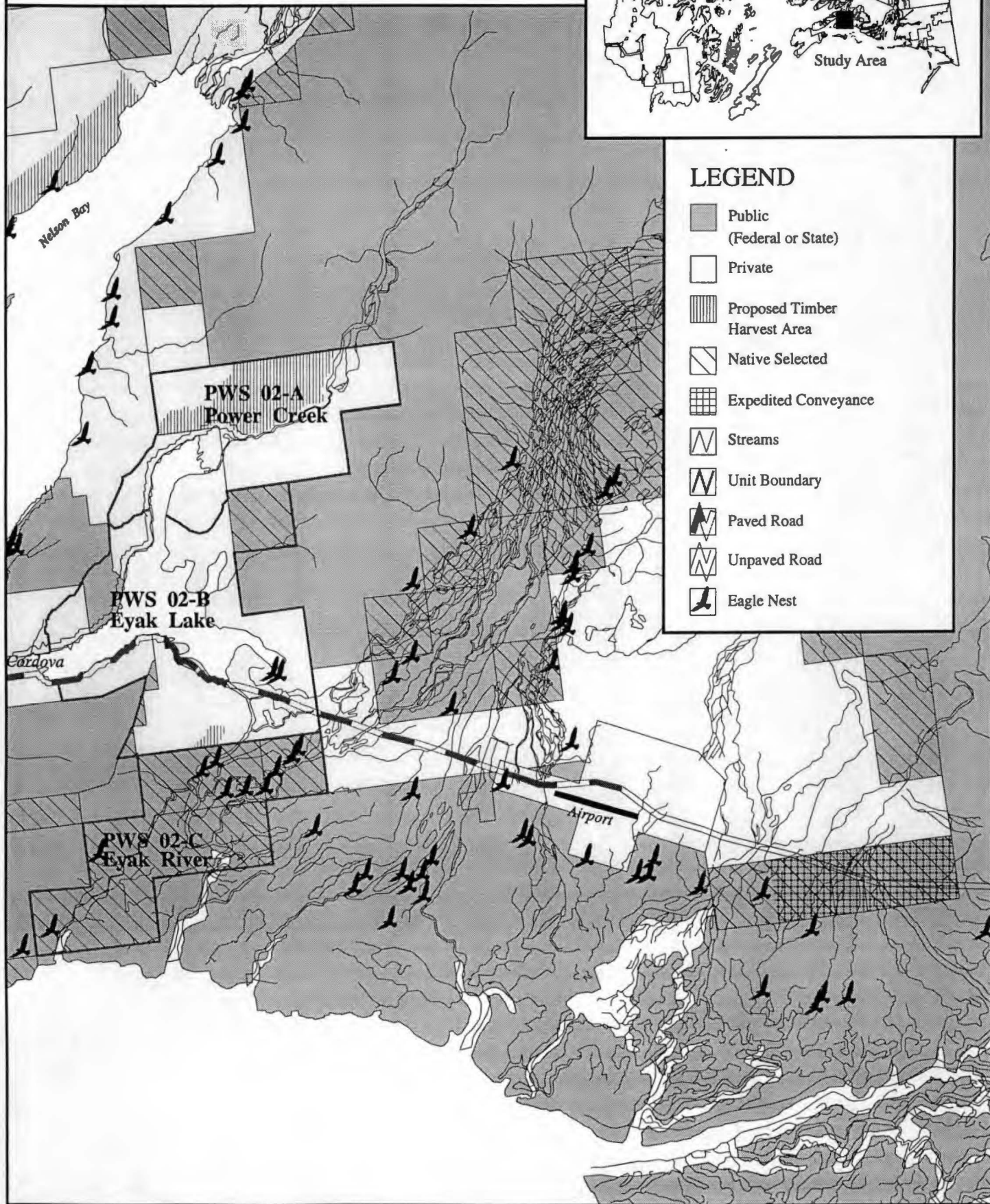
Date: August 05, 1993

Prince William Sound



LEGEND

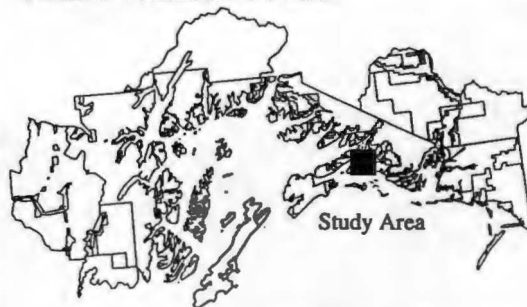
- Public (Federal or State)
- Private
- Proposed Timber Harvest Area
- Native Selected
- Expedited Conveyance
- Streams
- Unit Boundary
- Paved Road
- Unpaved Road
- Eagle Nest








HABITAT ACQUISITION EVALUATION ORCA EVALUATION UNIT DRAFT

Date: August 04, 1993

Prince William Sound



LEGEND

-  Public
(Federal or State)
-  Private
-  Proposed Timber
Harvest Area
-  Native Selected
-  Expedited Conveyance
-  Streams
-  Unit Boundary
-  Unpaved Road
-  Eagle Nest

PWS 01-C
Rude River

Rude River

Nelson Bay

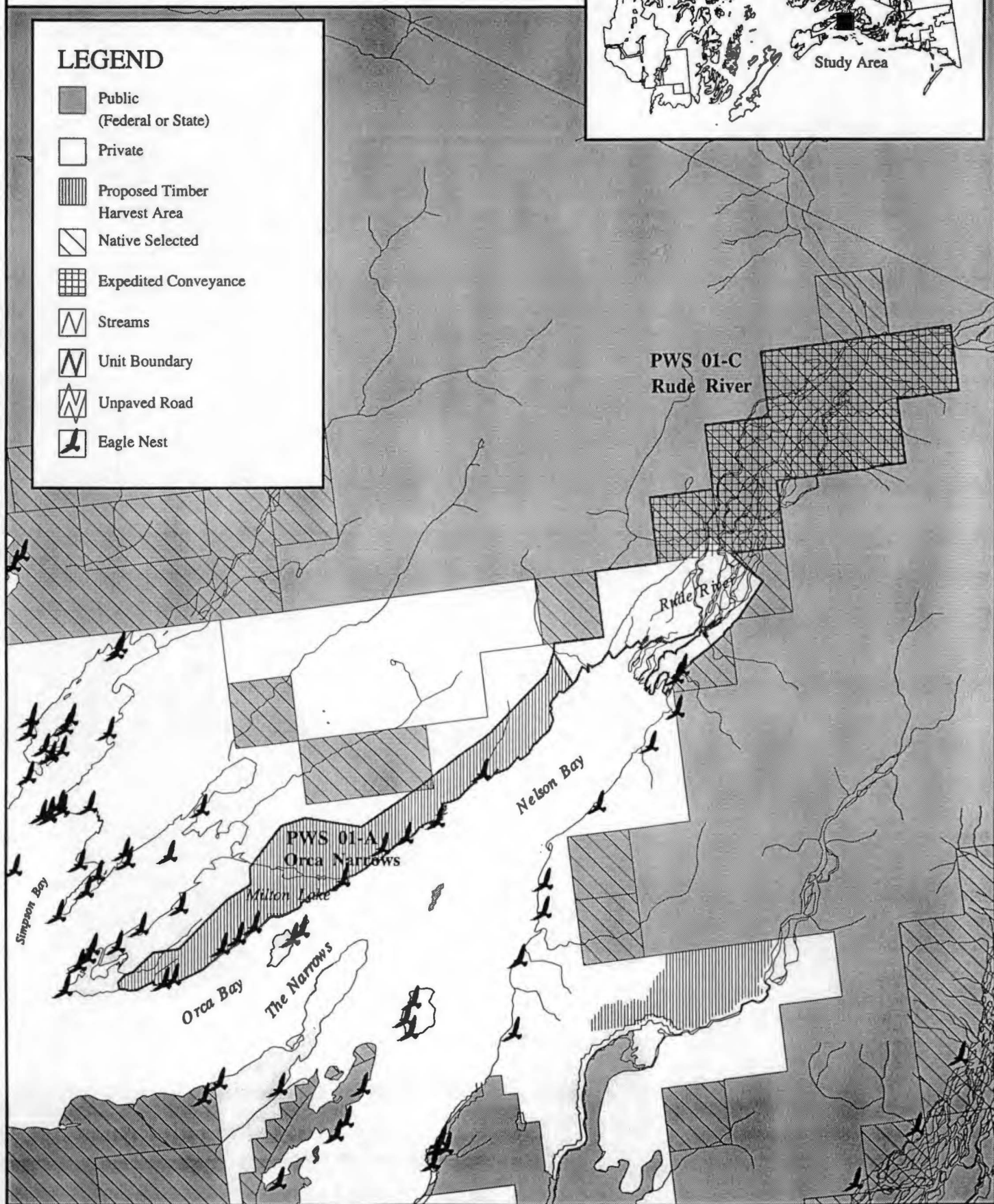
PWS 01-A
Orca Narrows

Milton Lake

Orca Bay

The Narrows

Simpson Bay



Individual Parcel Evaluations
(Assume Full Protection)

Parcel #: PWS 01-A
Parcel Acreage: 3,500
Weighted Score: 16

Parcel Name: Orca Narrows/Nelson Bay (Existing)
Landowner: Eyak Corporation

Injured Species	Potential for Benefit	Comment
Anadromous Fish	Low	Two anadromous fish streams, pink and coho salmon
Bald Eagle	Moderate	Ten documented nest sites on parcel.
Black Oystercatcher	Low	Possible feeding; shoreline unlikely to support nesting.
Common Murre	None	
Harbor Seal	Low	Feeding in adjacent nearshore water.
Harlequin Duck	Low	Probable nesting on Rude River and Simpson Bay adjacent to parcel.
Intertidal/subtidal biota	Low	Fairly steep coast, high sediment load in adjacent marine waters.
Marbled Murrelet	High	Substantial feeding concentrations in bay, habitat characteristics conducive to nesting. High confidence that nesting occurs on parcel.
Pigeon Guillemot	Low	Some feeding in adjacent marine waters.
River Otter	Low	Some feeding; lack of streams, riparian habitats, and shallow coastline minimize use.
Sea Otter	Moderate	Known concentration area in Orca Bay and Orca Inlet - primarily feeding.
Recreation/Tourism	High	Highly visible to community of Cordova. Recreational use of adjacent Milton Lake and Hole-in-the-Wall.
Wilderness	High	Little evidence of human development.
Cultural Resources	Low	One archeological site documented on parcel.
Subsistence	Low	Little evidence of subsistence use.

Ecological Significance: The parcel's primary importance is related to its viewshed qualities for recreationists, tourists, and the community of Cordova. Also, very high concentrations of sea otters feed offshore.

Adjacent Land Management: U.S. Forest Service/Eyak Corporation.

Imminent Threat Opportunity: Forest practices notifications to initiate timber harvest on 700 acres have been filed by Sherstone. Additional timber harvest is proposed on Eyak lands adjacent to this area in subsequent years.

Protection Objective: 1) Maintain water quality and riparian habitats for anadromous fish; 2) maintain nesting habitat for marbled murrelet; 3) maintain nesting and perching opportunities for bald eagle; 4) maintain visual and recreational qualities.

Useful Protection Tool(s): Timber acquisition; conservation easement; cooperative management agreement.

Parcel #: PWS 01-B

Parcel Name: Orca Narrows/Nelson Bay
(Stream and Shoreline Buffers: 200 ft.
stream; 300 ft. shoreline; 300 ft. lakeshore)

Parcel Acreage: buffers

Landowner: Eyak Corporation

Weighted Score: 2

Injured Species	Potential for Benefit	Comment
Anadromous Fish	Low	High potential benefit for the two anadromous fish streams on parcel; low benefit for the entire parcel.
Bald Eagle	Moderate	Buffers would provide minimum setbacks from ten documented nests and perching sites.
Black Oystercatcher	Low	Shoreline buffer would minimize disturbance to oystercatchers feeding in the vicinity of parcel.
Common Murre	None	
Harbor Seal	Low	Shoreline buffer would minimize disturbance in nearshore area.
Harlequin Duck	Low	High potential benefit for harlequins that may nest on the two anadromous fish streams; low number of harlequins present on parcel.
Intertidal/subtidal biota	Low	Shoreline buffer would minimize runoff and erosion impacts, but LTF and log rafting impacts are still likely. Intertidal values are low due to the nature of the shoreline.
Marbled Murrelet	Low	Buffers would provide minimal protection to birds that nest throughout the parcel.
Pigeon Guillemot	Low	Shoreline buffers would minimize impacts; however, use is low.
River Otter	Low	Buffers would minimize impacts, but numbers of animals are low.
Sea Otter	Low	Buffers do not eliminate the disturbances from LTFs and other associated logging activities.
Recreation/Tourism	Low	Buffers would provide some minimum protection for recreational activities that occur along the Milton Lake recreational corridor, but the overall parcel viewshed will be significantly impacted.
Wilderness	None	Wilderness values would be eliminated.
Cultural Resources	Unknown	Buffers would provide some protection if the cultural resource is located within the buffer.
Subsistence	Low	Buffers would provide some minimum benefit to subsistence harvests that occur on streams and in the vicinity of the coastline, but subsistence is generally low on this parcel.

Ecological Significance: Buffers will have limited usefulness in meeting protection objectives. Parcel has diminished value from an ecosystem perspective due to habitat fragmentation and increased edge effects.

Adjacent Land Management: U.S. Forest Service / Eyak Corporation

Imminent Threat Opportunity: Forest practices notifications to initiate timber harvest on 700 acres have been filed by Sherstone. Additional timber harvest is proposed on Eyak lands adjacent to this area in subsequent years.

Protection Objective: The 200 ft. buffer on streams provides added protection for anadromous fish and includes a setback to accommodate harlequin duck nesting; the 300 ft. shoreline buffer is designed to minimize erosion and sedimentation in nearshore and protect eagle nesting and perching habitat; the 300 ft. lakeshore buffer is designed to protect recreational amenities.

Useful Protection Tool(s): Stream and shoreline buffers.

Parcel #: PWS 01-C **Parcel Name:** Rude River
Parcel Acreage: 7,300 **Landowner:** Eyak Corporation
Weighted Score: 21

Injured Species	Potential for Benefit	Comment
Anadromous Fish	Moderate	Five documented anadromous fish streams (#10170, 10160, 10155, 10165, 10160-2011); Pink and coho salmon, Dolly Varden, and cutthroat. Important rearing habitat.
Bald Eagle	Low	Two USFWS documented nests.
Black Oystercatcher	None	
Common Murre	None	
Harbor Seal	Low	Some feeding in river, occasional haulouts on sand bars.
Harlequin Duck	Moderate	Probable nesting on parcel; probable feeding in stream and intertidal adjacent to parcel.
Intertidal/subtidal biota	Low	Glacial outwash and extensive gravel bar in intertidal.
Marbled Murrelet	Moderate	Probable nesting in forest; feeding in adjacent waters.
Pigeon Guillemot	Low	Feeding in adjacent waters, low likelihood of nesting on parcel.
River Otter	High	Documented use area; denning or latrine sites expected; known trapping on parcel.
Sea Otter	Low	Feeding area.
Recreation/Tourism	Low	Scenic value to transient boating; low use area; some hunting and fishing; remote access.
Wilderness	High	Little or no evidence of human impact.
Cultural Resources	Low	No documented sites.
Subsistence	Low	Some use and trapping.

Ecological Significance: Parcel includes river bottom and adjacent forested lands in private ownership and identified for expedited conveyance. High winds especially in winter limit use.

Adjacent Land Management: Private lands at mouth of Rude River and areas of expedited conveyance upstream. USFS lands surround the parcel and contain the remainder of the Rude River drainage.

Imminent Threat Opportunity: Expedited conveyance for timber harvest has been requested by Eyak Corp.

Protection Objective: Maintain riparian habitat for anadromous fish, harlequin duck, and river otter; preserve potential marbled murrelet habitat and viewsheds.

Useful Protection Tool(s): Fee simple purchase; conservation easement designed to maintain habitat and viewsheds.

Parcel #: PWS 02-A
Parcel Acreage: 5,200
Weighted Score: 15

Parcel Name: Power Creek
Landowner: Eyak Corporation

Injured Species	Potential for Benefit	Comment
Anadromous Fish	High	Designated anadromous stream; coho, sockeye and Dolly Varden spawning. Coho and Dolly Varden rearing habitat. Supports significant recreational and commercial fisheries.
Bald Eagle	High	No documented nests. Highly important feeding habitat. Estimated one-third PWS population.
Black Oystercatcher	None	
Common Murre	None	
Harbor Seal	None	
Harlequin Duck	Low	Potential nesting in upper riparian zone; use undocumented.
Intertidal/subtidal biota	None	
Marbled Murrelet	Low	Low likelihood of nesting.
Pigeon Guillemot	None	
River Otter	High	Documented high use for feeding, denning/latrine sites.
Sea Otter	None	
Recreation/Tourism	High	Receives high recreational use (hiking, fishing, hunting, berry picking); established trail easement through parcel; road accessible.
Wilderness	Low	High evidence of human use (road, houses) in lower area.
Cultural Resources	Low	One archeological site documented on parcel.
Subsistence	High	Hunting, fishing, plant gathering, berry picking.

Ecological Significance: The Power Creek system supports a large late run of sockeye and coho salmon. Large runs of Dolly Varden also spawn and rear in Power Creek. It is a major fall and winter feeding area for bald eagles. The area receives high recreational and visitor use. Large numbers of river otter feed and den in the area. The watershed maintains water quality and quantity which is important for aquatic habitat and drinking water in Power Creek and adjacent Eyak Lake. Eyak Lake has been designated an "Area Meriting Special Attention" under the Cordova Coastal Management Plan.

Adjacent Land Management: Eyak Corporation, Chugach National Forest

Imminent Threat Opportunity: Area has experienced prior timber harvest in early 1900's. Commercial stands of Sitka spruce and western hemlock occur on the parcel; preliminary logging plans have been developed; Eyak Lake is very shallow and susceptible to increased turbidity and eutrophication which would adversely affect fish survival and production. Eyak Corporation has expressed interest in providing habitat protection.

Protection Objective: Maintain water quality and quantity and riparian habitat for anadromous fish, river otters, and bald eagles. Maintain and enhance recreational opportunities. Maintain subsistence opportunities.

Useful Protection Tool(s): Conservation easement, timber acquisition, reserved interest deed, fee title (Eyak Corporation has previously declined to offer fee title on their lands)

Parcel #: PWS 02-B
Parcel Acreage: 7,800 (includes lake)
Weighted Score: 15

Parcel Name: Eyak Lake
Landowner: Eyak Corporation

Injured Species	Potential for Benefit	Comment
Anadromous Fish	High	Eyak Lake is a designated anadromous waterbody; the annual sockeye run is estimated at 15,000-25,000; most sockeye salmon spawning occurs along lake shore; major rearing and over wintering area for Dolly Varden and cutthroat trout.
Bald Eagle	High	Important feeding and perching along lake shore in fall and winter; two documented nests.
Black Oystercatcher	None	
Common Murre	None	
Harbor Seal	Low	Occasional use for feeding.
Harlequin Duck	Low	Potential for brood rearing; no documented use.
Intertidal/subtidal biota	None	
Marbled Murrelet	Low	Poor nesting habitat characteristics (closed canopy forest structure, congested mid-story, no documented nesting).
Pigeon Guillemot	None	
River Otter	High	Documented high use for feeding and latrine sites.
Sea Otter	None	
Recreation/Tourism	High	Receives high recreational use (hiking, fishing, boating, hunting, berry picking, bird watching); road accessible along western and southern shore.
Wilderness	Low	High evidence of human use (road, houses, air field, urban development).
Cultural Resources	Low	
Subsistence	High	Hunting, fishing, plant gathering, berry picking.

Ecological Significance: Eyak Lake is a relatively large, shallow, productive lake that supports important runs of salmon, char, and trout. The lake is also the northern most wintering area for trumpeter swans and supports seasonally high levels of use by other waterfowl. The City of Cordova uses the lake, in part, for drinking water. The watershed surrounding the lake supports upwelling along the shore which is vital to successful sockeye spawning and egg incubation and provides ice-free waterfowl wintering habitat.

Adjacent Land Management: Eyak Corporation, Chugach National Forest, City of Cordova, numerous residential and commercial parcels.

Imminent Threat Opportunity: Area has experienced prior timber harvest in early 1900's. Commercial stands of Sitka spruce and western hemlock occur on the parcel; preliminary logging plans have been developed; Eyak Lake is very shallow and susceptible to increased turbidity and eutrophication which would adversely affect fish survival and production. Eyak Corporation has expressed interest in providing habitat protection.

Protection Objective: Maintain water quality and quantity and riparian habitat for anadromous and resident fish, river otters, and bald eagles. Maintain and enhance recreational opportunities. Maintain subsistence opportunities.

Useful Protection Tool(s): Conservation easement, timber acquisition, reserved interest deed, fee title (Eyak Corporation has previously declined to offer fee title on their lands)

Parcel #: PWS 02-A&B

Parcel Name: Power Creek/Eyak Lake
(entire parcel)

Parcel Acreage: 13,000 (includes lake)

Landowner: Eyak Corporation

Weighted Score: 30

Injured Species	Potential for Benefit	Comment
Anadromous Fish	High	Designated anadromous system; annual Sockeye run is estimated at 15,000-25,000; annual coho run is estimated at 9,000-12,000; major rearing and overwintering area for Dolly Varden and cutthroat trout.
Bald Eagle	High	Ten documented nest sites; important feeding and perching in fall and winter; estimated use by one-third of PWS population.
Black Oystercatcher	None	
Common Murre	None	
Harbor Seal	Low	Occasional use for feeding.
Harlequin Duck	Low	Potential nesting and brood rearing; no documented use.
Intertidal/subtidal biota	None	
Marbled Murrelet	Low	Low likelihood of nesting; poor nesting habitat characteristics (closed canopy, congested mid-story, inadequate old-growth forest structure); no documented nesting.
Pigeon Guillemot	None	
River Otter	High	Documented high use for feeding, denning, and latrine sites. Area used for live-trapping to restore depleted populations elsewhere.
Sea Otter	None	
Recreation/Tourism	High	Receives high recreational use (hiking, fishing, boating, hunting, berry picking, bird watching); established trail easement along creek; road accessible.
Wilderness	Low	High evidence of human use (road, air field, urban development).
Cultural Resources	Low	One archeological site documented on parcel.
Subsistence	High	Hunting, fishing, plant gathering, berry picking.

Ecological Significance: The Power Creek/Eyak Lake system supports large late runs of sockeye and coho salmon; sockeye spawn along the shallow lake shore; coho spawn in Power Creek and overwinter in the lake. Large runs of Dolly Varden also spawn and rear in this system. The lake is the northern-most wintering area for trumpeter swans; this system is a major fall and winter feeding area for bald eagles. Large numbers of river otters feed and den in the area. The area receives high recreational and visitor use.

The creek and lake watershed maintain water quality and quantity important for aquatic habitat and potable water supplies. Lakeshore upwelling is vital to successful sockeye spawning and egg incubation and ice-free waterfowl wintering habitat.

Adjacent Land Management: Eyak Corporation, Chugach National Forest, City of Cordova, numerous residential and commercial parcels along lake shore.

Imminent Threat Opportunity: Area has experienced prior timber harvest in early 1900's. Commercial stands of Sitka spruce and western hemlock occur on the parcel; preliminary logging plans have been developed; Eyak Lake is very shallow and susceptible to increased turbidity and eutrophication which would adversely affect fish survival and production. Eyak Corporation has expressed interest in providing habitat protection.

Protection Objective: Maintain water quality and quantity and riparian habitat for anadromous and resident fish, river otters, and bald eagles. Maintain and enhance recreational opportunities. Maintain subsistence opportunities.

Useful Protection Tool(s): Conservation easement, timber acquisition, reserved interest deed, fee title (Eyak Corporation has previously declined to offer fee title on their lands).

Parcel #: PWS 02-C
Parcel Acreage: 5,100
Weighted Score: 13.5

Parcel Name: Eyak River
Landowner: Eyak Corporation

Injured Species	Potential for Benefit	Comment
Anadromous Fish	High	Migration corridor for all anadromous fish spawning, rearing, and over wintering in Eyak Lake and Power Creek; important rearing habitat in Eyak River; sockeye and coho salmon, cutthroat trout, Dolly Varden
Bald Eagle	High	Ten documented nest sites; feeding and roosting along shoreline
Black Oystercatcher	None	
Common Murre	None	
Harbor Seal	Moderate	Feeding in Eyak River, occasional haulouts on sand bars.
Harlequin Duck	Low	Occasional feeding, no known concentrations.
Intertidal/subtidal biota	Moderate	Productive soft-bottom estuarine habitat.
Marbled Murrelet	Low	Poor nesting habitat characteristics.
Pigeon Guillemot	None	
River Otter	Moderate	Feeding and latrine sites along shoreline.
Sea Otter	None	
Recreation/Tourism	Moderate	Portion of parcel visible from road; high sport fishing use from highway down to confluence of Eyak River with Scott River; Eyak trail along Mountain Slough is important historic access, area used primarily by local residents for hiking, berry picking, fishing, hunting; approximately 12 duck shacks.
Wilderness	Low	Crystal Falls Cannery, occasional houses and cabins, moderate evidence of human use.
Cultural Resources	Low	Cannery and Eyak Trail
Subsistence	Moderate	Harvest area for salmon, berries, bear.

Ecological Significance: Major movement corridor between Eyak Lake and ocean.

Adjacent Land Management: USFS lands.

Imminent Threat Opportunity: Unknown.

Protection Objective: Preserve movement corridor for anadromous fish and maintain water quality and bald eagle nesting and feeding habitat.

Useful Protection Tool(s): Fee simple or conservation easement.

Evaluation & Ranking Criteria

Interim Evaluation/Ranking Criteria *

1. The parcel contains essential habitat(s)/sites for injured species or services. Essential habitats include feeding, reproductive, molting, roosting, and migration concentrations; essential sites include known or presumed high public use areas. Key factors for determining essential habitat/sites are:
 - a. population or number of animals or number of public users.
 - b. number of essential habitats/sites on parcel, and
 - c. quality of essential habitats/sites.
2. The parcel can function as an intact ecological unit or essential habitats on the parcel are linked to other elements/habitats in the greater ecosystem.
3. Adjacent land uses will not significantly degrade the ecological function of the essential habitat(s) intended for protection.
4. Protection of the habitats on parcel would benefit more than one injured species/service (unless protection of a single species/service would provide a high recovery benefit).
5. The parcel contains critical habitat for a depleted, rare, threatened, or endangered species.
6. Essential habitat/sites on parcel are vulnerable or potentially threatened by human activity.
7. Management of adjacent lands is, or could easily be made compatible with protection of essential habitats on parcel.
8. The parcel is located within the oil spill affected area.

*Approved by the Trustee Council at their January 19, 1993 meeting.

CRITERIA FOR RATING BENEFIT OF PARCEL TO INJURED RESOURCES / SERVICES

INJURED RESOURCE / SERVICE	HIGH	MODERATE	LOW
Anadromous Fish	High density of anadromous streams per parcel; multiple injured species; and/or system known to have exceptional productivity.	Average density of anadromous streams for area; two or more injured species present.	Few or no streams on parcel; one or less injured species.
Bald Eagle	High density of nests on parcel; and/or known critical feeding area.	Average density of nests on or immediately adjacent to parcel (at least one); important feeding area.	Few or no nests on parcel; may be used for perching and/or feeding.
Black Oystercatcher	Area known to support nesting or concentration area for feeding.	Possible nesting; known feeding area.	Probable feeding.
Common Murre	Known nesting on or immediately adjacent to parcel.	Nesting in vicinity of parcel; known feeding concentration adjacent to parcel.	Possible feeding in area adjacent to parcel.
Harbor Seal	Known haul out on or immediately adjacent to parcel.	Probable haul outs in vicinity of parcel; probable feeding in nearshore waters adjacent to parcel.	Probable feeding in nearshore waters.
Harlequin Duck	Known nesting or molting on parcel; feeding concentration area.	Probable nesting on or adjacent to parcel; probable feeding in stream, estuary, or intertidal adjacent to parcel.	Probable feeding and loafing in area adjacent to parcel.

CRITERIA FOR RATING BENEFIT OF PARCEL TO INJURED RESOURCES / SERVICES

INJURED RESOURCE / SERVICE	HIGH	MODERATE	LOW
Intertidal/subtidal Biota	Known high productivity/species richness. Oiled or adjacent to oiled area where recruitment may be important.	High productivity/species richness; not oiled or near oiled area.	Average productivity/species richness; no documented shoreline oiling.
Marbled Murrelet	Known nesting or high confidence that nesting occurs; concentrated feeding in nearshore waters.	Good nesting habitat characteristics; known feeding in nearshore waters adjacent to parcel.	Low likelihood of nesting; possible feeding in nearshore waters.
Pigeon Guillemot	Known nesting on or immediately adjacent to parcel; feeding concentrations in nearshore waters.	Good nesting habitat characteristic; known feeding in nearshore waters adjacent to parcel.	Low likelihood of nesting; possible feeding in nearshore waters.
River Otter	Known high use of parcel for denning/latrine sites.	Known or probable latrine and/or denning sites; known feeding in adjacent intertidal/streams/nearshore area.	Probable feeding in adjacent intertidal/streams.
Sea Otter	Known haulout or pupping concentrations	Concentration area for feeding and/or shelter; potential pupping.	Feeding in adjacent waters.

CRITERIA FOR RATING BENEFIT OF PARCEL TO INJURED RESOURCES / SERVICES

INJURED RESOURCE / SERVICE	HIGH	MODERATE	LOW
Recreation/Tourism	Receives high public use; highly visible to a large number of recreationists/tourists; area nominated for special recreational designation.	Accessible by road, boat, or plane; adjacent area used for recreational boating; adjacent area receives high public use.	Occasional recreational use; access may be difficult.
Wilderness	Area remote; little or no evidence of human development.	Area remote; evidence of human development.	Area accessible; high/moderate evidence of human development (roads, clearcuts, cabins).
Cultural Resources	Documented concentration or significant cultural resources/sites on parcel.	Evidence of cultural resources/sites on or adjacent to parcel.	Possible cultural resources/sites on parcel.
Subsistence	Known resource harvest area; multiple resource use.	Known harvest area for at least one resource.	Possible harvest area.

Analysis Summary

PARCEL RANKING SUMMARY SORTED BY WEIGHTED SCORE

PARCEL		RANKING CRITERIA								WEIGHTED SCORE
Parcel #	NAME	1	2	3	4	5	6	7	8	
PWS 02-A&B*	Eyak Lake/Power Creek (Entire Parcel)	5-H, 0-M	Y	Y	Y	N	Y	Y	Y	30
PWS 01-C	Rude River	2-H, 3-M	Y	Y	Y	N	Y	Y	Y	21
PWS 01-A	Orca Narrows	3-H, 2-M	Y	N	Y	N	Y	N	Y	16
PWS 02-A	Power Creek	5-H, 0-M	N	N	Y	N	Y	N	Y	15
PWS 02-B	Eyak Lake	5-H, 0-M	N	N	Y	N	Y	N	Y	15
PWS 02-C	Eyak River	2-H, 5-M	N	N	Y	N	N	Y	Y	13.5
PWS 01-B	Orca Narrows/Buffers	0-H, 1-M	Y	N	Y	N	Y	N	Y	2

Weighting Formula: Score = (Total H + 0.5 Total M) x Total Y

* PWS 02-A & B have been analyzed as a combined parcel to determine how they function as one ecological unit.

11.4.7 F

Eyak Proposal Summary

August 6, 1993

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OCT 1 1993

OPTIONS:

1. Power Creek and Eyak Lake: 7,600 acres; highly restrictive conservation easement retaining passive use rights to Eyak; reasonable public access to be agreed upon; appraised fair market value (FMV) transaction; in the event that the appraised FMV exceeds \$21.4 million the government will have the right, at its sole option, to accept the higher figure or reduce the acreage acquired to amount with an appraised FMV of \$21.4 million; possibility that conservation easement may convert to USFS fee title pending Eyak shareholder vote in 6 months to year.

This option will not stop timber harvest operations on other Eyak lands, including Orca Narrows.

2. Power Creek/Eyak Lake/Orca Narrows: 15,700 acres; highly restrictive conservation easement retaining passive use rights at Power Creek and Eyak Lake; less restrictive conservation easement, retaining compatible residential, recreational and commercial rights at Orca Narrows; public access as above; FMV transaction; in the event that the appraised FMV exceeds \$41.1 million, same mechanism as above will apply; possibility that Power Creek and Eyak Lake conservation easement may convert to USFS fee title pending Eyak shareholder vote in 6 months to a year.

This option will result in a timber harvest moratorium from August 6, 1993 through December 31, 1994, except on lands in the Sheridan Glacier and Shepard Point areas. Orca Narrows conservation easement can be exchanged for more important property interests elsewhere on Eyak lands on a FMV basis, subject to the exchange not creating uneconomic units for Eyak.

3. Power Creek/Eyak Lake/Orca Narrows: In the event that the Trustee Council approves Option 2 and the FMV is less than \$41.5 million, Eyak has the right, but not the obligation to provide additional property interests to the Trustee Council.

This option is substantially the same as Option 2, except that it guarantees Eyak certainty on the \$41.5 million if it chooses to make additional property rights available. Areas affected by this Option would include Lower Eyak River and all Eyak lands west of the Power Creek and Eyak Lake study areas.

VALUATION METHOD:

Eyak will agree to valuation pursuant to the Uniform Appraisal Standards for Federal Land Acquisitions, 1992.

EARNEST MONEY NEEDS:

No earnest money necessary under Option 1, \$7.5 million quickly (30 to 60 days) under Option 2. \$7.5 million not as urgently (spread over 60 to 90 days) under option 3.

Eyak Proposal

August 5, 1993

RECEIVED
OCT 1 1993EXXON VALDEZ OIL SPILL
TRUSTEE COUNCIL
ADMINISTRATIVE RECORDI. **Property Interest.**

A. Power Creek/Eyak Lake. Perpetual conservation easement with appropriate development restrictions, as well as rights of agreed upon public access subject to suitable liability agreement between the parties. The perpetual conservation easement is subject to valid existing rights. At a minimum, conservation easement restrictions will include: no commercial or industrial activities of any sort, including timber harvest; no subdivision, sale, lease or other conveyances of smaller tracts for any purpose; no non-commercial thinning or clearing unless required for the purposes of forest health and protection; no spraying of herbicides, insecticides, or pesticides; no dumping of trash, garbage, ashes, sewage, sawdust, or similar unsightly or offensive material; etc.

1. As to Power Creek (Tract 1) Eyak will reserve certain rights for future development of "run-of-the river" hydro potential associated with the creek.

B. Orca Narrows. Perpetual conservation easement substantially the same as I.A. above, except Eyak will retain limited rights associated with homesites and commercial operations which are consistent with the protection of resources and services injured by the Exxon Valdez Oil Spill (EVOS).

C. Other Eyak Property Interest. Subject to approval of II.3. below, perpetual conservation easements which contain mutually agreed upon restrictions.

II. Scope.

Three alternative proposals:

Option 1. Eyak Lake/Power Creek

a. 7,600 acres; 59,670,000 BF; fair market value(FMV) transaction. In the event that the appraised FMV exceeds \$21.4 million, the government will have the right, at its sole option, to accept the higher figure or reduce the acreage acquired to an amount with an appraised FMV of \$21.4 million (\$2,816 per acre).

b. Provides for no delay of timber harvest operations at Orca Narrow or elsewhere.

c. Fee title is an option, subject to shareholder approval (6 months to one year). If fee title is conveyed, Eyak retains the right to restrict the deed to prohibit commercial timber harvesting.

Option 2. Eyak Lake/Power Creek/Orca Narrows

a. 15,700 acres; 114,851,000 BF; FMV transaction. In the event that the appraised FMV exceeds \$41.1 million, the government will have the right, at its sole option, to accept the higher figure or reduce the acreage acquired to an amount with an appraised FMV of \$41.1 million. (\$2,611 per acre).

b. Provides a moratorium from date of Trustee Council approval until December 31, 1994 in the Eyak Lake and Power Creek Study Areas (Tracts 1 and 2) and on all Eyak lands and selections west of these areas, except as to those lands lying between Orca Cannery and Shepard Point. Prohibited activities include: landing construction, logging, road building and timber falling.

c. Provides opportunity to exchange Orca Narrows tract, on an equal value basis, for other lands deemed more important by Restoration Planners by December 31, 1994.

(1) Exchange shall be on compact and contiguous tracts in blocks of not less than 2,560 acres, which will not result in uneconomic units for Eyak. Reasonable rights of access to remaining Eyak lands will be reserved.

d. Eyak will initially tender title in the form of a conservation easement which provides development restrictions as described above, and will pursue shareholder approval to convert to fee title for Eyak River and Power Creek.

e. Eyak will retain reasonable access rights to adjacent lands through Orca Narrows (or exchanged lands), consistent with the purposes of this agreement.

Option 3. Eyak Lake/Power Creek/Orca Narrow/ Other. Same as II.2. above, except that in the case that the FMV to the offered property interest is less than \$41.1 million, Eyak will have the right, but not obligation, to offer additional property interests to the Trustee Council on a FMV basis. If Eyak elects to

exercise this right, the Trustee Council will be obligated to purchase property interests in additional areas in an amount equal to the difference between \$41.1 million and the FMV value of Option II.2. property interests.

a. Said property interests will be located in the Lower Eyak River area and on Eyak lands located west of the Power Creek/Eyak Lake study areas. The lands shall be identified by the Trustee Council pursuant to a mechanism substantially the same as that governing exchanges for Orca Narrows lands.

III. Earnest Money Alternatives: Any proposal including the Orca Narrows tract is contingent upon Eyak receiving earnest money which is necessary to address reasonable Eyak cash flow needs resulting from timber harvest shut-down. Earnest money will be collateralized by the conveyance of a conservation easement to Power Creek lands (Tract 1). Subject to an appropriate valuation mechanism to be placed in the escrow instructions, the grant of a conservation easement will be of sufficient value, contain restrictions acceptable to the USFS and be placed in escrow pending closure of the deal. Eyak proposes two alternatives as follows:

A. If Option II.2. is approved Eyak will receive \$1,000,000 within thirty days of approval by the Trustee Council on August 6, 1993, \$5,000,000 within forty-five days of Trustee Council approval, and \$1,500,000 within 60 days of Trustee Council approval (cumulative total of \$7,500,000). Eyak may request, and

the Trustee Council will grant, reasonable consideration to a request for additional funds after 60 days. Remainder will be due at closing.

B. If Option II.3. is approved by the Trustee Council Eyak will receive \$1,000,000 within 30 days of approval by the Trustee Council on August 6th 1993, \$5,000,000 within 45 days of Trustee Council approval, and \$1,500,000 within 90 days of Trustee Council approval (cumulative total of \$7,500,000). Eyak may request, and the Trustee Council will grant, reasonable consideration to a request for additional funds after 60 days. Remainder due at closing.

IV. **Valuation:** Fair market value (FMV) will be determined pursuant to the Uniform Appraisal Standards for Federal Land Acquisitions, 1992, subject to reasonable and allowable modifications to address specific circumstances associated with Eyak lands.

1. USFS will determine whether modifications are reasonable and allowable. Determination to be made before purchase agreement is executed and escrow money paid.

a. At a minimum, except as prohibited by federal regulations, Eyak will be allowed to:

(1) participate in the selection of the appraisers

(2) participate in the drafting of the

appraisal instructions.

(3) review and comment on the draft appraisal.

(4) such participation and comment shall include without limitation, issues relating to timber values, market prices and logging costs, comparable sales, assumptions and limiting conditions, professional judgement, and methodology. To the extent provided in the Uniform Appraisal Standards for Federal Land Acquisition, 1992, final determinations of value will be at the sole discretion of the federal review appraiser.

V. **Authorities:** Agreement subject to approval by Trustee Council on August 6 and Eyak Board of Directors, in the form of a corporate resolution, on August 7.

VI. Mechanism

A. Draft purchase agreement.

1. Definition of interest to be acquired.
2. Agreement on acceptable title.
3. Agreement on valuation procedures.
4. Approval of draft agreement by Eyak, Sherstone and all Trustee agencies.
5. Execute purchase agreement.

B. If Option II.2. or II.3. is approved:

1. Collateral for earnest money payment.

- a. Agreement on conservation easement language.
 - b. Title review on collateral.
 - c. Opinion of value on collateral.
 - d. Site inspection on collateral.
 - e. Agreement on escrow instructions for collateral
2. Obtain authority to disperse agreed upon earnest money.
 3. Obtain earnest payment funds, with possible need to use non-profit "bridge" money.

C. Agreement Closure.

1. FMV appraisal.
2. Title search.
3. Hazardous waste inspections and clearance.
4. NEPA approvals.
5. Conveyance documents approved.
6. Closure

11.4.7 D
1657 M



August 5, 1993

Exxon Valdez Oil Spill
Trustees Council
c/o Dave Gibbons
645 G Street
Anchorage, Alaska 99501

RECEIVED
AUG 09 1993

EXXON VALDEZ OIL SPILL
TRUSTEE COUNCIL

Re: Exxon Valdez Oil Spill Restoration Proposal

Dear EVOS Council members,

Chugach Alaska Corporation has been conveyed or is entitled to receive extensive surface and subsurface interests in hundreds of thousands of acres of land throughout the EVOS restoration area. The corporation has been approached by numerous state and federal agency representatives as well as by special interest groups interested in obtaining Chugach's cooperation on various restoration matters. The parties approaching CAC have been particularly concerned about subsurface estate associated with surface estate targeted for acquisition by EVOS restoration planners.

Given the extensive nature of Chugach's land ownership within the EVOS area, the participants in this process might want to consider the value of seeking Chugach's participation early enough to assure meaningful review and participation by all parties whose interests are at issue.

Currently, the U.S. Forest Service is considering the acquisition of certain village corporation surface estate interests in the vicinity of Cordova, Alaska. The Eyak Corporation owns the surface estate. Chugach owns the subsurface estate associated with all ANCSA lands owned by village corporations within the region. As the owner of these interests, Chugach of course is a necessary party to any discussions or negotiations in connection with any transaction which will impact the subsurface estate.

EVOS Trustees Council, Pae 2.

Decisions regarding disposition, use or restriction of Chugach's interests will of necessity be subject to extensive internal review and need to be analyzed in light of numerous complex factors. We are certain that the parties involved in on going negotiations can appreciate that all parties with interests in the transactions at issue should be fully included in such negotiations in a way that will provide for the protection of each parties interest.

Given the accelerated nature of the Eyak negotiations and perhaps others, Chugach respectfully requests an expedited review and action of our interests and concerns.

Sincerely yours,
Chugach Alaska Corporation

A handwritten signature in cursive script, appearing to read "J W La Belle".

James W. La Belle, Sr.
Chairman of the Board

cc: CAC Board of Directors
Michael E. Brown, Pres.
Chenega Bay Corporation
English Bay Corporation
The Eyak Corporation
Port Graham Corporation
Tatitlek Corporation

11.4.7 C

Attachment to 11.4.7 B

Petition from residents of
Cordova, AK. July 30, 1993

Re: Timber Buyout

Oil Spill Public

Information Center

645 G Street ■ Anchorage, Alaska 99501



Intro:

- My name is Christine Steele & I am 14yr. resident
- Topic that is being discussed serious matter
- Hope that you will consider us
- My husband a 30 yr. resident of Cordova currently employed by S. Div. local logging co.
- Prior to his employ. he earned his living as a comm. fish. on the waters of the P.W.S.
- Consequently after the 1989 o.s. husband could no longer support our family, due to drop in fish prices.

- It was at this time started working for ~~the~~ the logging co.
- Logging gave him opportunity to support as well as val. training in diesel mechanics.
- Few more yrs. training he will be able to work other places as well.
- Timber buy-out would eliminate this opp. for our family.
- Logging ind. has been an asset to whole comm. of Cordova.

③

- It has brought in revenue time - most.
- Cordova is still experiencing fin. difficulty & needs this indust. & revenues it brings
- S.D. employs 70 people & payroll alone last yr. was 3 million \$.
- Logging has provided local Cor. families such as ours with the opportunity to support our
- most of enabled life long Cor. residents families to remain in our town that we love.

- The fact that many will lose their jobs if ④ this buy out occurs & the city of Cordova is due for more hard times is quite evident.
- The ? now is whether or not these \$'s will be used for what they were intended for: the restoration of the environment injured by the E.V.O.S.
- The oil did not spill on the trees of the P.W.S. it spilled in the waters of the P.W.S.
- This \$ should be used to help restore the resources that were injured by the spill - the fisheries & other marine habitat.

- ⑤
- The problem w/ this years herring fisheries should be of utmost concern of the trustee council members, not land & trees that lie outside of the established critical habitat area.
 - I know that I speak for the majority of Cor. when I say that the E.V.O.S. \$'s should be spent on fisheries research & not habitat aeq.
 - A small but loud group ^{has been} misrepresenting the city of Cor. for far too long & ^{the} citizens of Cordova are tired of it.
 - In a very short amt. of time I have collected ^{of Orcas} 20 signatures of res. who are opposed to the ^{National} project.

- (6)
- I would like to counteract some of the arguments that I have heard in favor of the buy-out.
 - Firstly those in favor of the habitat acquisition state that logging kills fish. Logging does not kill fish. It is propaganda that these extremists use to scare people into supporting their agendas.
 - With existing land management + adequate buffer zones fish are protected from being hurt by the excavation of logs.
 - Secondly others express that logging will hurt Cordova's tourism industry.

- At this point might I suggest an altern. ⑦
 - That the restoration funds be used to contract a company such as S.D. to come in & clean up the slash & replant - since Eyak Corp. does not fund them to do so already.
 - This would allow the timber ind. to stay in Cordova creating more jobs as well as helping preserve the beauty of our sound.
 - Please consider us & families like us
- Buying the timber of the Orca Narrows will have a detrimental effect on the whole comm. of Cordova

- (8)
- The cost to society greatly outweigh any supposable benefit of recovery.
 - If the trustees are being pressured by a small in number, but big in money & mouth group to purchase the lands of the O.N. I ask that a economic impact study be done on our community of Cer. to explore the effects that this buy-out would have on our already shaken economy.
 - If the buy-out is imminent then I urge the council to appropriate funds for the compensation & retraining of those who will be affected most - the loggers & their families.

- (9)
- I do not envy any of you in the least. The responsibility that has been given to you by the State of AK is an enormous one.
 - You have the power here either to protect people's livelihood or destroy them. May God be w/ you & guide you in this very important decision.

In closing

I'd like to read a portion of our State constitution

Article 8 Sect. 1 "It is the policy of the State

to encourage the settlement of its land & the development of its resources by making them available for maximum use consistent with the public interest.

RECEIVED

AUG 9 1993

July 30, 1993

EXXON VALDEZ OIL SPILL

We the residents of Cordova, Alaska are against any purchases of timber other than Eyak River, Eyak River and River Creek areas. By including Orca Narrows in the timber buy out it would eliminated all logging in the Cordova area.

1. ~~Joe Hill~~ Box 788 Cordova
2. Monte Clarke Box 216 Cordova
3. Daniel T. Olsen Box 665 Cordova AK
4. Mimi Flanagan Box 561 Cordova AK
5. ~~James Karstens~~ Box 1206 Cordova AK
6. ~~Long Spaulding~~ Box 1845 Cordova AK
7. Robert A. Mitter Box 772 Cordova AK 99574
8. ~~Glenn Lindeman~~ Box 1328 Cordova AK 99574
9. Robert Maxwell Box 344 Cordova AK 99574
10. ~~Chen~~ Box 1809 Cordova AK 99574
11. ~~John J. M. M. J.~~
12. Thomas R. M. J.
13. ~~Armando Castillo~~
14. ARMANDO CASTILLO Box 548 CORDOVA AK 99574
15. ~~Chen~~ Box 548 CORDOVA AK 99574
16. ~~James A. M. J.~~ Box 2056 Cordova AK 99574
17. ~~Deanna Dinger~~ Box 220 Cordova AK
18. Robert L. Ketter Box 614 Cordova AK 99574
19. ~~Lori K. Ketter~~ Box 614 Cordova AK 99574
20. ~~Walter W. Ketter~~ Box 2307 "
21. ~~Sam K. Ketter~~ Box 216 "
22. ~~Lori K. Ketter~~ Box 461 "
23. ~~John N. Belzer~~ Box 1632 "
24. ~~Quentin G. Ketter~~ Box 1973, Cordova

July 30, 1993

We the residents of Cordova, Alaska are against any purchases of timber other than Eyak River, Eyak Lake and Power Creek areas. By including Orca Narrows in the timber buy out it would eliminate all logging in the Cordova area.

1. Melody Adkins Box 461 Cordova
2. Anthony D. Cushman Box 795
3. ~~Paul F. Felt~~ " " "
4. Donna M. Fogatto P O Box 1732, Cordova, AK 99574
5. Antia Buchle Box 144 Cordova AK
6. Roger Rand Box 51 CDR AK
7. ~~Barry Johnson~~ Box 1089 Cordova AK
8. Liane Bonifant Box 1089 Cordova AK
9. Christine E. Stale Box 1432 Cordova, AK
10. Barbara Sherman Box 955 Cordova AK
11. Barbara Sherman Box 789 Cordova, AK
12. Alia Sherman Box 789 CDR AK
13. CAROL BRADY Box 1595 CDR, AK
14. ~~Steve Bush~~ Box 1525 CDR, AK
15. Joe Nielsen Box 788 CDR - AK
16. Darin Capps Box 788 Cordova, AK
17. Joe York Box 788 Cordova AK
18. Kathleen Felt " "
19. Robert Felt " Cordova, AK
20. Todd Felt Cordova AK
21. Peggy Beckin Box 2073 Cordova, AK
22. Margaret Vranish P.O. 1823 Cordova AK
23. Sharon Allen Box 101 Cordova
24. Erica Sierion Box 101 Cordova

July 30, 1993

We the residents of Cordova, Alaska are against any purchases of timber other than Eyak River, Eyak Lake and Power Creek areas. By including Orca Narrows in the timber buy out it would eliminated all logging in the Cordova area.


308 Rail Road
Row -

1. Maiteess Ritter Box 56
2. Ryan Clappsaddle Box 1464
3. Greg T. Brunley Box 877
4. Mark Ritter Box 56
5. Conrad & M Code Box 1344
6. Scott A. Knutson Box 1395
7. Jesse Carter Box 2771
8. Walt Parker Box 1864 CDV
9. Ernest E. Lohio P.O. Box 1561 Seaward
10. Harry Peterson
11. John M. Mung P.O. Box 657 CDV
12. Denver Bullock P.O. Box 2104 CDV.
13. Donald P. Dodd P.O. Box 2535 CDV.
14. Kevin Smith P.O. Box 2755 CDV
15. Lee McKay Box 1635 CDV
16. Dale Locks Box 1640
17. Tex Sears Box 1630 CDV
18. Jeffrey L. Hyattman Box 2726 CDV
19. Gregory K. Wanda P.O. Box 2203 CDV
20. William J. Wanda Box 101 CDV
21. Mr. B. M. Box 1211 CDV
22. Paul Wanda
23. John Thompson 1101 Cordova
24. GREG LAWSON

we believe in infrastructure
rebuilding such as the deep water
Port Road to Shephard Point so
that we can respond to the next
oil spill in a better fashion
are appropriate actions for the
trustees,

July 30, 1993

We the residents of Cordova, Alaska are against any purchases of timber other than Eyak River, Eyak Lake and Power Creek areas. By including Orca Narrows in the timber buy out it would eliminated all logging in the Cordova area.

1. Thomas W. Roth Box 985 Cordova - 7756
2. Myron Mullins Box 436 Cordova 3664
3. J. J. Shinn Box 1471 Cordova 3926
4. Kari Bernard Box 795 Cordova 3208
5. Wesley Burton Box 81 Cdv 3317
6. Angela S. Hurson Box 2461 Cdv. 3742
7. Jeppie S. Blake Box 1122 Cdv. 7194
8. Alan Jager Bx 1756 " 3699
9. Alan Mahaska " 452 7390
10. Robert Chasardale Box 1464 3101
-  3318
12. Steve Shinn Box 801 3108
13. J. Maas Box 2546 5864
14. Roxanne J. Jager Box 1515 Cdv. AK 5268
15. Teresa D. Demme Box 1691 Cordova 7436
16. Stella Mrs Skulstad Box 802 5745
17. Bill E. Cohen Box 22 3488
18. Scott Nava Box 1703 cdv. 3800
19. Robert Cunningham Box 1451 Cordova 5604
20. DAGMAR DAIRS Box 192 Cordova 3568
21. Satsy B. Fisher Box 321 - Cordova, AK 7202
22. Wendy J. Jorgensen Box 361 Cordova, AK
23. Michael J. Henderson Box 1132 Cordova, AK.
24. Doug J. J. Box 664 Cordova, AK

July 30, 1993

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1. Jeri Johnson
2. Betsy Johnson
3. Robyn Wampee P.O. Box 2810 Cordova, AK. 99574
4. Laura Sanders P.O. Box 1784 Cordova AK. 99574
5. [Signature] P.O. BOX 300 CORDOVA AK 99574
6. Rocky L. Norrie P.O. Box 2503 Cordova AK 99574
7. [Signature] Box 1303 " " "
8. [Signature] Box 532 " " "
9. Michele Lofke Box 2255 Cordova, AK 99574
10. Nancy Meritt Box 2231 Cordova AK 99574
11. William Campbell Box 1 Cordova AK 99574
12. William Badell box 1662 Cordova AK 99574
13. Cynthia Fox box 953 " " "
14. Judy m. Fulton Box 272, Cordova, AK 99574
15. Alvin B Fulton Box 272, Cordova AK
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July 30, 1993

We the residents of Cordova, Alaska are against any purchases of timber other than Eyak River, Eyak Lake and Power Creek areas. By including Orca Narrows in the timber buy out it would eliminated all logging in the Cordova area.

1. Donna Smallfoot 1322 Cordova Alaska
2. My. Gorbunova P.O. Box 1322 Cordova, AK
3. Michael A. Henderson Box 1132 Cordova, AK
4. Michael Galambush Box 1223 Cordova, AK
5. Gately B. Fisher Box 321 Cordova, Alaska
6. Steve Yahr Box 1223 " "
7. Leo Olsen Box 1755 " "
8. Stanford Box 361 " "
9. Mike B. H. Box 2258 " "
10. Wanda S. Krasa P.O. Box 743 Cordova AK
11. Wanda S. Chaplin Box 743 Cordova AK
12. Tom & Pat H. Box 774 Cordova AK
13. Wm. Prince Box 2463 Cordova, AK
14. Wm. Prince Box 1931 Cordova AK
15. Harold K. Box 323 CDV
16. Cyda L. Gustafson 2011 CDV
17. Debbie Nell Box 481 CDV
18. Anita A. Cunn Box 633 CDV
19. AD. She Box 1330 CDV
20. John B. R. 1539 "
21. Martha D. D. Box 671 "
22. _____
23. _____
24. _____

July 30, 1993

We the residents of Cordova, Alaska are against any purchases of timber other than Eyak River, Eyak Lake and Power Creek areas. By including Orca Narrows in the timber buy out it would eliminated all logging in the Cordova area.

1. John K. Hansen P.O. Box 279 Cordova AK
2. Gayle Graft Belgarde P.O. Box 1632 Cordova, AK
3. Lamela M. Jones P.O. Box 1831 Cordova AK
4. Kathy Jostedt P.O. Box 1028 Cordova AK
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July 30, 1993

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1. Eric Edwards Box 255 7449 Cdv.
2. Buddy McColl / Box #765 99693
3. Jim O'Rourke Box 2753 5853 Cdv.
4. Melanie Guerrero Box 418 Cdv 99574
5. Rebecca Lidas P.O. Box 2336 Cordova
6. Melinda I. Lidas P.O. Box 915 Cordova.
7. Patty Gilbert P.O. Box 94 Cordova 99574
8. Lee Smith Box 1064 Cordova, AK 99574
9. R.A. Smith Box 1064 CORDOVA AK 99574
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As a local business here in Cordova I am opposed to the proposed Timber Buy Back in Prince William Sound with Exxon Valdez oil spill monies.

Name

Mailing Address

1. Linda Olson L.B. Friends Box 2210 City
2. Cheryl Novak Box 1703 Cordova
3. ~~John~~ P. Box 484 City Alaska Hotel
4. ~~John~~ P. Box 1594 City
5. Donald R. Nave P.O. Box 320 CORDOVA AK
6. Rick Silver Box 801 CORDOVA AK
7. ~~Ken~~ P. Box 1033 Cordova PO Box 240 or 1033
8. Mike McKenzie Box 1304 Rhonda's Hair Salon
9. Dennis Rose Alaska Comm. Co.
10. ~~John~~ P. Chukoy Box 802
11. Annette In Sound Development PO Box 1732 Cordova
12. Speedy Saw-Rennell P.O. Box
13. Carl Fisher Box 960 Cordova Outboard Inc.
14. Mark Kiker Mgr. Anchor Parts
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July 30, 1993

We the residents of Cordova, Alaska are against any purchases of timber other than Eyak River, Eyak Lake and Power Creek areas. By including Orca Narrows in the timber buy out it would eliminated all logging in the Cordova area.

1. Quint Kompeff
2. Patience A. Faulkner
3. Barbara Olsen
4. Jeanne Lund
5. Margaret Borodkin
6. Gilbert Olsen
7. Mary A. Gardatz
8. Larry A. Feltner
9. Indira Clapsaddle
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July 30, 1993

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1. Mike Pearson P.O. Box 1733 Cdv, AK
2. Sheldon Barnes P.O. 1333
3. ~~Ch. [Signature]~~ 214
4. ~~[Signature]~~
5. Paula Sedlacek P.O. Box 1666 Cordova AK
6. Earl A. Webb
7. Wesley A. Burton P.O. Box 81 Cdv. AK
8. John Dandas Bx 1211
9. E. A. Hollomon 786
10. Isaac Gonzales Box 1613 Cordova AK 99574
11. Patrick W. Sherman Box 289 Cordova AK 99574
12. Marc Steele Box 1432 Cordova AK 99574
13. Ernest E. Jones P.O. Box 1561 Seward AK 99664
14. Brian E. Anderson PO Box 874281 WASILLA AK 99607
15. Anna M. Anderson " " " "
16. Claire N. Anderson " " " "
17. Josh E. Anderson " " " "
18. Bob Amatt P.O. Box 1630 cordova AK
19. Douglas R. Knott P.O. Box 853 cordova AK
20. Joe Jevay 884 Cdv
21. Monte W. Dugas 993 CORDOVA 99574
22. Shane Forester 2211 Cdv
23. One Mr. Gilmore BOX 224 Cordova AK 99574
24. Daniel R. Kelly 195 Cdv AK

July 30, 1993

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1. Robert James Graham
2. Mcrowes 424-3337 against all Buy outs
3. Stacey L. Graham
4. Fred McInt
5. ~~Robert James Graham~~ against all buyouts
6. Ralph V. Carstens "
7. Wally Naupke
8. ~~Robert James Graham~~ Box 795
9. Robert M. James Box 2225 AGAINST ALL BUYOUTS
10. Melanie O'Brien
11. Matt Audus
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1. Care Gomes
2. Ray [Signature]
3. Donald P Dodel
4. Jeff Angus Bx 1183 Cordova
5. Joni Kennedy 1535
6. Doug [Signature] Bx 1531 Cordova
7. Buster Woods Bx 874 Cordova
8. John [Signature] Cordova
9. James B Kennedy PO Box 1535
10. Lina McKay Box 1635 Cordova
11. Michael [Signature] Box 1732 Cordova
12. [Signature] Box 1732
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July 30, 1993

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1. Jeanne M. Sisca - use the \$ to "fix" the fishing industry directly
2. Lennie Nash (Byrum) POB 2066 CDV. AK 99574
3. Cheryl Greenwald Box 1531 Cordova AK. 99574
4. Polym Jensen Box 365 Cordova AK 99574
5. Rod Jensen Box 365 Cordova AK 99574
6. Jane Jensen Box 365 Cordova AK 99574
7. Picard D. Fulton Box 2503 Cordova AK 99574
8. Beth A. Steele Box 392 Cordova AK 99574
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1. Dra M. Warner Box 266, Cordova, AK 99574
2. Arthur Warner Box 266 Cordova AK 99574
3. Robert E. Kottler Box 641 Cordova AK 99574
4. Brent Peterson Box 1775 Cordova AK 99574
5. Ann Taketel Box 641 Cordova, AK 99574
6. Delva J. Morrell Box 2081 Cordova AK 99574
7. William H. Kottler Box 700 Cordova AK 99574
8. Gusd Johnson Box 433 Cordova AK
9. Gerry J. Brin Box 1503 Cordova AK.
10. Susan J. O'Brien Box 1503 Cordova, AK 99574
11. William J. Kumpke Box 1 Cordova AK, 99574
12. James Newton P.O. Box 255 CDU AK 99574
13. Richard D. Beeder P.O. Box 1162 Cordova Alaska 99574
14. Shirley Mary Fox P.O. Box 1326 Cordova AK 99574
15. Michael L. Tideman P.O. Box 421 Cordova AK.
16. Beard Blum Box 1114 Cordova AK
17. Greg Elbb Box 421 Cordova AK
18. Mike Lane Box 1822 Cordova AK
19. _____
20. _____
21. _____
22. _____
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24. _____

restoration 1: an act of restoring or ^{the} condition
or fact of being restored.

disanimate: ^{#1} to deprive of life ^{#2} to deprive
of spirit

osirification: ^{the} act or state of being
osirified = to identify as or with Osiris
page #1596

Charles E. M[≡]Lee

8-6-1993

5:14 pm

RECEIVED
AUG 9 1993

EXXON VALDEZ OIL SPILL
TRUSTEE COUNCIL
ADMINISTRATIVE RECORD

REPORT DATE: August 5, 1993

TASK NO.	REQUESTOR/ TASK DESCRIPTION	START DATE	DUE DATE	EST. COMP DATE	COMP DATE	QC DATES	STAFFING	COMMENTS/STATUS								
								<p><u>Restoration Plan</u></p> <p><u>Supplement to the Brochure</u></p> <p>At the request of R. Bruyere, the OSPIC staff will track the distribution of the Supplement .</p> <table><tr><td><u>Date</u></td><td><u>Total Supplements Distributed</u></td></tr><tr><td>8/3</td><td>123</td></tr></table> <p><u>AIP Brochure</u></p> <p>At the request of B. Loeffler, OSPIC staff will continue to track the distribution of the AIP Brochure.</p> <table><tr><td><u>DATE</u></td><td><u>Total</u></td></tr><tr><td>8/3</td><td>6,751 AIP Brochures Distributed</td></tr></table> <p><u>Miscellaneous</u></p> <p>On 8/3, B. ISEAH:</p> <p>Researched the RPWG library to obtain articles re: risk assessment. Ten articles were forwarded to J. Strand for review.</p> <p>Contacted the offices of each TC member to determine where Eyak proposal information could be delivered prior to the 8/6 TC meeting. Responses were forwarded to A. Weiner. The proposal information will be faxed with a note stating that colorized versions of the maps will be available on 8/6.</p> <p>On 8/2-3-4 B. ISEAH:</p> <p>Continued inputting Brochure comments into the database.</p> <p>Per request of V. Gilbert, continued copying and stamping comment letters.</p>	<u>Date</u>	<u>Total Supplements Distributed</u>	8/3	123	<u>DATE</u>	<u>Total</u>	8/3	6,751 AIP Brochures Distributed
<u>Date</u>	<u>Total Supplements Distributed</u>															
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On 8/5

FINDINGS AND PURPOSE

CRIMINAL TRESPASS

against

RECEIVED

AUG 9 1993

3-9-93

Charles E. McKee

EXXON VALDEZ OIL SPILL
TRUSTEE COUNCIL

by my assertion of an on going operational criminal subversion ~~ADMINISTRATIVE~~ TRESPASS!

To attain; me Charles E. McKee (meaning; condemn to loss of property and/or stain; disgrace) the act 2-19-93 7pm Anchorage, Alaska by A.P.D. By way of Legislative enactment(s) pursuant to federal regulation 20 U.S.C. 1232g to secure or retain federal assistance for public records see State Archives chapter 166 AS 09.25.120 sec. 2, AS 357.805 case # equil time accrual surcharge and sec. 42.30.490 definitions in AS 42.30.400 - AS 42.30.410. AS 01.10.060 (4) - AS 09.65.070(e)(2) Conflict of Interest Law AS 39.50 sec. 10-20-40-60-110-120-130-145. Legislative enactments are a measure but, a short measure, vs. full weight(s) and full measure(s) by law at, 7500 Debarr Rd #63 Anchorage, Alaska 99504 337-4144.

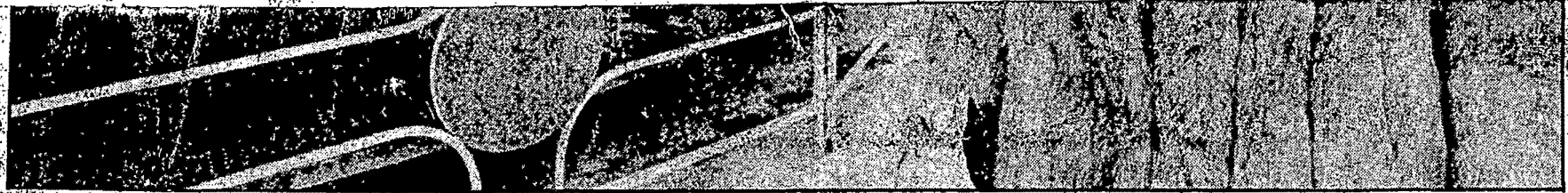
Signed this day 3-9-1993

6-8-1993 C.M.

Charles E. McKee

Charles E. McKee

*Rec'd by Deputy Clk 6/8/93
to asb @ reg. mtg.*



Times photo by AL GRILLO

Carnival owner Claire Morton won a legal battle to lower insurance rates, and subsequently has been able to keep her business open.

The Anchorage Times 2-10-1989

Carnival wins fight to stay in games

Hearing officer rules too much paid for workers compensation

By MICHAEL DEAN
Times Writer

Alaska's only carnival opens for its 25th Fur Rondy today — a year after owner Claire Morton said exorbitant insurance rates would force her out of business.

Golden Wheels Amusements Inc. won a hard-fought battle against insurance companies in November, a victory that Morton said will save her approximately \$60,000 a year.

Workers' Compensation Insurance rates Morton had paid for years were reduced when a state hearing officer ruled in her favor and against the Alaska Classification and Rating Committee. The committee, composed of insurance company representatives, oversees Workers' Compensation Insurance rates that businesses pay for their employees.

The committee rejected Morton's request for relief last year. She appealed to the Alaska Division of Insurance.

Hearing officer David Roderick ruled the new rates he imposed are retroactive to when Morton first filed a complaint with the committee. Still an issue is whether her first complaint was filed in August

1986 or May 1987.

The insurance industry is so powerful that the average small business can't afford to fight it, Morton said. "I'm telling you, when you look into it, it's bizarre is what it is. I didn't want to cause trouble, but I knew my rates shouldn't be going up, up, up."

Morton said hundreds of people throughout Alaska offered their support when they learned the carnival might close.

To illustrate her claim of excess rates, Morton showed that over a three-year period she paid \$300,000 in premiums while insurance companies paid losses of \$30,000 — a \$270,000 difference.

Until Roderick's decision, Morton had been paying an insurance rate of \$44.50 for every \$100 in payroll, regardless whether the employee was in a high-risk category of setting up a carnival ride, or in a low-risk category of selling tickets or running a concession. All employees were in the "traveling carnival" category.

Roderick changed Golden

Wheels' high-risk category to another category, reducing the rate from \$44.50 to \$11.13. He also placed concession workers in a separate category for which Morton pays \$2.38 for each \$100 in payroll.

Roderick stated in his finding that the classification and rating

committee "took no action to review the Golden Wheel rates, classifications, accident experi-

ence, function or work description through two hearings. The (committee) merely said through the hearings that Golden Wheels was a 'carnival' and it 'traveled,' therefore it was a 'traveling carnival' and subject to the rates.

"If the (committee) is to wield the authority in the industry to which it subscribes, it must operate with more diligence and sympathy to those they owe a duty to and must be subject to some written rules and procedures," Roderick said. "The power regarding rates and classifications in workers' compensation rests with the (committee), which has no rules and regulations and is

composed of the companies that write the policies. (This may be a matter that needs attention from several standpoints.")

During six days of testimony before Roderick in July, a host of insurance experts testified that the rates Morton paid were excessive. Among them were a representative of the Washington State Workers' Compensation Board; representatives of several insurance companies; a member of the committee that ruled against her; and State Division of Insurance chief market analyst Donald Koch.

"It was clear Claire was paying more than her fair share," Koch said Wednesday.

National Council on Compensation Insurance representative Stan Sparks was apparently the only one to argue that the rates were justified.

Koch said the state insurance division cannot force the classification and rating committee to keep records or adopt rules for procedure. Historically, he said, the committee has met as an informal body. "We've made some suggestions though," he said. "And they tend to abide by our suggestions."

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HEALTH QUESTIONNAIRE

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Name: McKee Charles Edison
Last First Middle529-2890692
Social Security No.

EXXON VALDEZ OIL SPILL

PERSONAL MEDICAL HISTORY: Please mark answers to all questions. ~~Use reverse side if needed.~~ Have you ever had or have you ever been treated for: ~~Use reverse side if needed.~~

- | | Y | N | | Y | N |
|---|---|---|--|---|---|
| 1. Allergies..... | [] | [<input checked="" type="checkbox"/>] | 23. High Blood Pressure or Hypertension..... | [] | [<input checked="" type="checkbox"/>] |
| 2. Amputated Foot, Hand or Leg..... | [] | [<input checked="" type="checkbox"/>] | 24. Ionizing Radiation Injury... | [] | [<input checked="" type="checkbox"/>] |
| 3. Ankylosis (fused joints)... | [] | [<input checked="" type="checkbox"/>] | 25. Joint injury or pain..... | [<input checked="" type="checkbox"/>] | [] |
| 4. Arthritis/Rheumatism.... | [] | [<input checked="" type="checkbox"/>] | 26. Kidney Problems/Disease..... | [] | [<input checked="" type="checkbox"/>] |
| 5. Arteriosclerosis (hardening arteries)..... | [] | [<input checked="" type="checkbox"/>] | 27. Heavy Metal Poisoning..... | [] | [<input checked="" type="checkbox"/>] |
| 6. Asthma/Bronchitis..... | [] | [<input checked="" type="checkbox"/>] | 28. Muscular Dystrophies (wasting of muscles)..... | [] | [<input checked="" type="checkbox"/>] |
| 7. Cardiac Disease or Heart problems..... | [] | [<input checked="" type="checkbox"/>] | 29. Muscular Strain..... | [<input checked="" type="checkbox"/>] | [] |
| 8. Cerebral Palsy..... | [] | [<input checked="" type="checkbox"/>] | 30. Multiple Sclerosis..... | [] | [<input checked="" type="checkbox"/>] |
| 9. Cerebrovascular Disorder | [] | [<input checked="" type="checkbox"/>] | 31. Neck or Back Injury..... | [<input checked="" type="checkbox"/>] | [] |
| 10. Osteomyelitis (bone infection)..... | [] | [<input checked="" type="checkbox"/>] | 32. Osteoporosis (loss of bone calcium - usually in women) | [] | [<input checked="" type="checkbox"/>] |
| 11. Chronic Sore Throat..... | [] | [<input checked="" type="checkbox"/>] | 33. Parkinson's Disease..... | [] | [<input checked="" type="checkbox"/>] |
| 12. Compressed Air Sequelae. | [] | [<input checked="" type="checkbox"/>] | 34. Poliomyelitis..... | [] | [<input checked="" type="checkbox"/>] |
| 13. Diabetes or hyperinsulinism..... | [] | [<input checked="" type="checkbox"/>] | 35. Head Injury..... | [<input checked="" type="checkbox"/>] | [] |
| 14. Epilepsy..... | [] | [<input checked="" type="checkbox"/>] | 36. Ruptured Intervertebral Disc | [<input checked="" type="checkbox"/>] | [] |
| 15. Blindness (partial or complete) or eye problems..... | [] | [<input checked="" type="checkbox"/>] | 37. Silicosis (lung condition from stone dust) or asbestosis..... | [] | [<input checked="" type="checkbox"/>] |
| 16. Fainting/Dizzy Spells... | [] | [<input checked="" type="checkbox"/>] | 38. Skin rashes..... | [] | [<input checked="" type="checkbox"/>] |
| 17. Fractures..... | [] | [] | 39. Spondylolisthesis (slippage of vertebrae from normal alignment)..... | [<input checked="" type="checkbox"/>] | [] |
| 18. Headaches..... | [<input checked="" type="checkbox"/>] | [] | 40. Thrombophlebitis (inflamed vein with clots)..... | [] | [<input checked="" type="checkbox"/>] |
| 19. Whole or partial loss of hearing or other ear problems..... | [] | [<input checked="" type="checkbox"/>] | 41. Tuberculosis or other lung problems/diseases..... | [] | [<input checked="" type="checkbox"/>] |
| 20. Hemophilia or prolonged bleeding..... | [] | [<input checked="" type="checkbox"/>] | 42. Varicose Veins..... | [] | [<input checked="" type="checkbox"/>] |
| 21. Hemorrhoids or rectal bleeding..... | [] | [<input checked="" type="checkbox"/>] | 43. Other problems, Diseases, Conditions..... | [] | [<input checked="" type="checkbox"/>] |
| 22. Hernia..... | [] | [<input checked="" type="checkbox"/>] | | | |

If any of your answers to the above questions are marked "yes", please provide a full explanation of the condition and any past or ongoing treatment on the reverse side. Please describe any restrictions on your physical activities which result from the condition.

Signature: Charles McKee

Date: _____

Please answer the following questions. If the answer to any of these questions is "yes" please explain your answer.

Yes No

☐ ☐ Have you ever been hospitalized? If so, please state the date and place of hospitalization.

☐ ☐ Have you ever been advised by a medical physician to restrict your physical activities in any way? Please explain any restriction in detail.

☐ ☐ Are you currently taking any medication or drugs, whether by prescription or not?

☐ ☐ Have you ever refused a recommended surgical procedure? If so, please describe the circumstances.

Employer does not discriminate in hiring, promotion or retention policies or practices against persons who have, in good faith, filed a claim for or received benefits under the Alaska Workers' Compensation Act. Employer does and will consider a prospective employee's safety practices and mental and physical ability to carry out the job duties of the position applied for in making its hiring decision.

I hereby certify that I have answered the above questions to the best of my knowledge and the answers are true and complete. I understand that misrepresentation or omission of facts is cause for dismissal and may result in denial of workers' compensation benefits.

Medical/Physical Release: I hereby authorize any medical specialist or medical facility which has examined and/or treated me to provide my employer and/or workers' compensation carrier any information they may require as contained in your records.

Signature: _____

Date: _____

EMPLOYMENT WITH VECO. CONDITIONED UPON THE RESULT OF ANY DRUG OR ALCOHOL TESTS. IT IS UNDERSTOOD ANY POSITIVE RESULTS OR REFUSAL TO CONSENT WILL PRECLUDE MY EMPLOYMENT WITH VECO.



APPLICATION FOR EMPLOYMENT

(Please Print)

Our company is an equal opportunity employer. We do not discriminate in hiring because of age, race, creed, color, national origin, marital status, sex or handicaps.

DATE: _____

1. Name (Last) (First) (MI) <u>McKee Charles E</u>		2. Social Security No. <u>574 28 0682</u>		3. Are you: Under the age of 18? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Over the age of 70? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
4. Other names under which you have worked				5. Telephone Number () <u>248-2891</u>	
6. Address (No. & Street) (City) (State) (Zip)				7. Emergency Telephone Number ()	
8. Position qualified for:		Other positions qualified for:		Willing to work any position? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
				9. Date available for work <u>5-30-1989</u>	
10. How were you referred to us? (Indicate name of paper, employee, etc.) <input checked="" type="checkbox"/> Newspaper Ad <input type="checkbox"/> Employee <input type="checkbox"/> Other <u>Arch Times</u>					
11. Do you have a current Drivers License? (DMV check will be made.) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No License No.: <u>0334797</u> State: <u>AK</u>			12. Do you have any relative currently employed by our company? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
13. Have you worked for a Veco Company before? <input type="checkbox"/> Yes <input type="checkbox"/> No Date of Hire _____			Name(s): _____ Relationship: _____		
14. Have you ever been convicted of a criminal offense or have any pending criminal cases other than minor traffic violations? An affirmative answer does not automatically exclude you from employment. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, explain in remarks on back page.					
15. EDUCATION					
List names of schools attended		Location		GRADES COMPLETED	SUBJECT
16. List other licenses and special training related to the position applying for.				17. Have you had experience in Offshore Work? If yes, where? <input type="checkbox"/> Yes <input type="checkbox"/> No	
18. EMPLOYMENT EXPERIENCE: Start with your present or last job. (Please attach resume)					
1	Employer	Telephone	Dates Employed		Work Performed
		()	From	To	
	Address				
	Job Title	Hourly Rate / Salary			
		Starting	Final		
	Supervisor				
	Reason for Leaving				
2	Employer	Telephone	Dates Employed		Work Performed
		()	From	To	
	Address				
	Job Title	Hourly Rate / Salary			
		Starting	Final		
	Supervisor				
	Reason for Leaving				

Applicant Data Record

Applicants are considered for all positions, and employees are treated during employment without regard to race, color, religion, sex, national origin, age, marital or veteran status, medical condition or handicap.

As employers/government contractors, we comply with government regulations and affirmative action responsibilities.

Solely to help us comply with government recordkeeping, reporting and other legal requirements, please fill out the Applicant Data Record. We appreciate your cooperation.

This data is for periodic government reporting and will be kept in a CONFIDENTIAL FILE separate from the Application for Employment.

(PLEASE PRINT)

Date _____

Position(s) Applied For _____

Referral Source: ☒ Advertisement ☐ Friend ☐ Relative ☐ Walk-In

☐ Employment Agency ☐ Other _____

Name McXee Charles Edison Phone () 248-2891
LAST FIRST MIDDLE Area Code

Address 2201 W 36th av Anchorage AK 99503
NUMBER STREET CITY STATE ZIP CODE

Affirmative Action Survey

Government agencies require periodic reports on the sex, ethnicity, handicapped and veteran status of applicants. This data is for analysis and affirmative action only. Submission of information is voluntary.

Check one: ☒ Male ☐ Female

Check one of the following:

Race/Ethnic Group: ☒ White ☐ Black ☐ Hispanic
☐ American Indian/Alaskan Native ☐ Asian/Pacific Islander
☐ Other (Please Specify) _____

Check if any of the following are applicable:

☐ Vietnam Era Veteran ☐ Disabled Veteran ☐ Handicapped Individual

Date of Birth: 9-8-53

3	Employer	Telephone ()	Dates Employed		Work Performed
			From	To	
	Address				
	Job Title	Hourly Rate/Salary			
	Supervisor	Starting	Final		
Reason for Leaving					

Indicate by number any of the above employers you do not want us to contact _____
Reason:

19. HEALTH QUESTIONNAIRE

Please indicate if you have had or been treated for any of following conditions.
(Each category checked "yes" must be explained in remarks).

YES	CONDITION	YES	CONDITION
	1. HEAD INJURY, concussion, unconsciousness		11. BACK CONDITION, disc, muscle strain
	2. EPILEPSY, convulsions, fits		12. ARTHRITIS, muscular disorder
	3. EMOTIONAL DISORDER, or diseases of nervous system		13. ALLERGIES, drug sensitivities
	4. DIZZINESS, fainting spells		14. CANCER, growth
	5. EYE DISEASE, or injury		15. INTESTINAL TROUBLE, gall bladder disease, diarrhea
	6. EAR DISEASE, or deafness		16. RECTAL DISEASE, hemorrhoids
	7. HEART DISEASE, chest pains, angina, murmur		17. KIDNEY TROUBLE, prostate
	8. HIGH BLOOD PRESSURE, hypertension		18. TUBERCULOSIS
	9. LUNG TROUBLE, chronic cough, asthma, emphysema		19. DIABETES
	10. STOMACH TROUBLE, ulcers		20. SYPHILLIS

If you have not had any of the above, write "none" _____

REMARKS:

Please answer the following questions:

- Have you ever been injured or had any broken bones? ____ Yes ____ No
If yes, date and injury _____
- Have you ever received or are you now receiving compensation for any work related injuries. ____ Yes ____ No
If yes, date and type of injury _____

Applicant's Statement.

I certify that answers given herein are true and complete to the best of my knowledge.

I authorize investigation of all statements contained in this application for employment as may be necessary in arriving at an employment decision. I understand that this application is not and is not intended to be a contract of employment.

In the event of employment, I understand that false or misleading information given in my application or interview(s) may result in discharge. I understand, also, that I am required to abide by all rules and regulations of the Company.

- I understand that employment at this Company is "at will", which means that either I or the Company can terminate the employment relationship at any time, with or without prior notice, and for any reason not prohibited by statute. All employment is continued on that basis.
- Employment with Veco is conditioned upon the results of any drug or alcohol tests. It is understood any positive results or refusal to consent will preclude my employment with Veco.

Signature of Applicant _____

Date _____

FOR PERSONNEL USE ONLY

Interview Date: _____
Interviewed By: _____
Comments: _____
References Checked: _____

Start Date: _____
New Hire: _____ Rehire: _____
Classification: _____
Classification Code: _____
Pay Rate: _____



VECO, INC.

5151 FAIRBANKS STREET
ANCHORAGE, ALASKA 99503
TELEPHONE (907) 561-1701
FACSIMILE: (907) 564-6190/564-6192
TELEX 090-26-374

I Charles McKee
(PRINT NAME)

UNDERSTAND AND ACKNOWLEDGE THAT BY COMPLYING WITH THE EMPLOYMENT
PROCEDURES AND CONDITIONS OF PRE-EMPLOYMENT REQUIREMENTS OF VECO
IT'S CLIENT, AND/OR GOVERNMENT AGENCIES (LOCAL OR NATIONAL),
THIS IN ITSELF DOES NOT CONSTITUTE EITHER AN IMMEDIATE OR FUTURE
PROMISE OF EMPLOYMENT BY ANY OF THE ABOVE MENTIONED ENTITIES.

BY Charles McKee DATE: 5-30-1989
SIGNATURE

WITNESS [Signature] DATE: 5-30-1989

1989 Form W-4



Department of the Treasury
Internal Revenue Service

Purpose. Complete Form W-4 so that your employer can withhold the correct amount of Federal income tax from your pay.

Exemption From Withholding. Read line 6 of the certificate below to see if you can claim exempt status. If exempt, only complete the certificate; but do not complete lines 4 and 5. No Federal income tax will be withheld from your pay.

Basic Instructions. Employees who are not exempt should complete the Personal Allowances Worksheet. Additional worksheets are provided on page 2 for employees to adjust their withholding allowances based on itemized deductions, adjustments to income, or two-earner/two-job situations. Complete all worksheets that apply to your situation. The worksheets will help you figure the number of withholding allowances you are

entitled to claim. However, you may claim fewer allowances than this.

Head of Household. Generally, you may claim head of household filing status on your tax return only if you are unmarried and pay more than 50% of the costs of keeping up a home for yourself and your dependent(s) or other qualifying individuals.

Nonwage Income. If you have a large amount of nonwage income, such as interest or dividends, you should consider making estimated tax payments using Form 1040-ES. Otherwise, you may find that you owe additional tax at the end of the year.

Two-Earner/Two-Jobs. If you have a working spouse or more than one job, figure the total number of allowances you are entitled to claim on all jobs using worksheets from only one Form

W-4. This total should be divided among all jobs. Your withholding will usually be most accurate when all allowances are claimed on the W-4 filed for the highest paying job and zero allowances are claimed for the others.

Advance Earned Income Credit. If you are eligible for this credit, you can receive it added to your paycheck throughout the year. For details, obtain Form W-5 from your employer.

Check Your Withholding. After your W-4 takes effect, you can use Publication 919, Is My Withholding Correct for 1989?, to see how the dollar amount you are having withheld compares to your estimated total annual tax. Call 1-800-424-3676 (in Hawaii and Alaska, check your local telephone directory) to obtain this publication.

Personal Allowances Worksheet

- A Enter "1" for yourself if no one else can claim you as a dependent A 1
- B Enter "1" if:
 1. You are single and have only one job; or
 2. You are married, have only one job, and your spouse does not work; or
 3. Your wages from a second job or your spouse's wages (or the total of both) are \$2,500 or less. B 1
- C Enter "1" for your spouse. But, you may choose to enter "0" if you are married and have either a working spouse or more than one job (this may help you avoid having too little tax withheld) C 1
- D Enter number of dependents (other than your spouse or yourself) whom you will claim on your tax return D 1
- E Enter "1" if you will file as a head of household on your tax return (see conditions under "Head of Household," above) E 1
- F Enter "1" if you have at least \$1,500 of child or dependent care expenses for which you plan to claim a credit F 1
- G Add lines A through F and enter total here G 1

For accuracy, do all worksheets that apply.

- If you plan to itemize or claim adjustments to income and want to reduce your withholding, turn to the Deductions and Adjustments Worksheet on page 2.
- If you are single and have more than one job and your combined earnings from all jobs exceed \$25,000 OR if you are married and have a working spouse or more than one job, and the combined earnings from all jobs exceed \$40,000, then turn to the Two-Earner/Two-Job Worksheet on page 2 if you want to avoid having too little tax withheld.
- If neither of the above situations applies to you, stop here and enter the number from line G on line 4 of Form W-4 below.

----- Cut here and give the certificate to your employer. Keep the top portion for your records. -----

Form W-4 Form Department of the Treasury Internal Revenue Service		Employee's Withholding Allowance Certificate ▶ For Privacy Act and Paperwork Reduction Act Notice, see reverse.		OMB No. 1545-0010 1989
1 Type or print your first name and middle initial <u>Charles E.</u>		Last name <u>McNee</u>		2 Your social security number <u>574-28-0682</u>
Home address (number and street or rural route) City or town, state, and ZIP code		3 Marital Status <input checked="" type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Married, but withhold at higher Single rate. Note: If married, but legally separated, or spouse is a nonresident alien, check the Single box.		
4 Total number of allowances you are claiming (from line G above or from the Worksheets on back if they apply) 4 <u>1</u>				5 Additional amount, if any, you want deducted from each pay 5 <u>\$</u>
6 I claim exemption from withholding and I certify that I meet ALL of the following conditions for exemption: • Last year I had a right to a refund of ALL Federal income tax withheld because I had NO tax liability; AND • This year I expect a refund of ALL Federal income tax withheld because I expect to have NO tax liability; AND • This year if my income exceeds \$500 and includes nonwage income, another person cannot claim me as a dependent. If you meet all of the above conditions, enter the year effective and "EXEMPT" here 6 <u>19</u>				
7 Are you a full-time student? (Note: Full-time students are not automatically exempt.) 7 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				Under penalties of perjury, I certify that I am entitled to the number of withholding allowances claimed on this certificate or entitled to claim exempt status.
Employee's signature ▶		Date ▶ 198 <u>9</u>		
8 Employer's name and address (Employer: Complete 8 and 10 only if sending to IRS)		9 Office code (optional)	10 Employer identification number	

VECO, INC.

DRUG AND ALCOHOL POLICY

Effective November 1, 1988

POLICY OVERVIEW

VECO, Inc.; Southwest VECO, Inc.; Southwest VECO, Inc., dba VECO American Services, [hereinafter collectively referred to as "VECO"], has a vital interest in maintaining safe, healthful and efficient working conditions for its employees. Being under the influence of a drug or alcohol on the job may pose serious safety and health risks not only to the user but to all those who work with the user. The possession, use or sale of an illegal drug or alcohol in the workplace may also pose unacceptable risks for safe, healthful and efficient operations.

VECO recognizes that its own health and future are dependent upon the physical and psychological health of its employees. Accordingly, it is the policy, obligation and intent of VECO to maintain a safe, healthful and efficient working environment for all of its employees and to protect VECO and its clients, equipment and premises.

With these basic objectives in mind, VECO has established the following Policy with regard to use, possession or sale of alcohol or drugs.

POLICY STATEMENT

I. PRE-EMPLOYMENT SCREENING

VECO will maintain pre-employment screening practices designed to prevent hiring individuals who use illegal drugs or individuals whose use of legal drugs or alcohol indicates a potential for impaired or unsafe job performance. The pre-employment screen test will be administered by the VECO Personnel Manager. VECO will pay the cost of the screening test and provide transportation to and from the test.

II. ON-THE-JOB USE, POSSESSION OR SALE OF DRUGS OR ALCOHOL

A. Alcohol

Being under the influence* of alcohol by any employee while performing VECO business is prohibited to the extent that such use or influence may affect the safety of co-workers or members of the public, the employee's job performance or the safe or efficient operation of VECO's or the client's premises. For purposes of this Policy, "premises" is defined to include all property owned, leased, and or locations where services are being performed by VECO. VECO does not allow a person to be intoxicated while on VECO-owned or controlled premises.

*Under the influence, as defined in VECO's Policy, that the employee is affected by a drug or alcohol or the combination of a drug and alcohol in a noticeable manner. The symptoms of influence are not confined to those consistent with a medical or scientific analysis of blood alcohol balance. A determination of influence can be established by a professional opinion, a scientific analysis, or in some cases such as alcohol, by a layperson's opinion.

B. Legal Drugs

Being under the influence of, or being under the influence of, any legally obtained drug by any employee while performing VECO business or while on a client's premises is prohibited to the extent that such use or influence may affect the safety of co-workers or members of the public or the employee's job performance. An employee may continue to work, even though under the influence of a legal drug, if it is determined, after consulting with the Personnel Manager, that the employee's job performance is not significantly affected by the legal drug. Otherwise, the employee will be required to take a leave of absence or comply with other appropriate action as determined by management.

C. Illegal Drugs

The use, sale, purchase, transfer or possession of an illegal drug by any employee while on VECO's premises or a client's premises or while performing VECO business is prohibited. The presence in any detectable amount of any illegal drug in an employee while performing VECO business or while on VECO's premises or a client's premises is prohibited. For purposes of this Policy, "premises" is defined to include all property owned, leased, and or locations where services are being performed by VECO.

III. DISCIPLINARY ACTION

Violation of this Policy will result in disciplinary action, up to and including termination, even for a first offense.

IV. SPECIAL SITUATIONS

Primary Relief: If an employee is called into work as a Primary Relief and they are under the influence of illegal drugs or alcohol, they will be subject to disciplinary action, up to and including termination, even for a first offense.

Unanticipated Overtime and Emergency Call-Out: If in an employee's best judgment, they are under the influence of drugs or alcohol when called to work overtime or respond to an emergency callout, they must advise their supervisor of their condition. If an employee fails to advise supervision of his/her condition and reports to work and is suspected of being under the influence, he/she will be excused and provided transportation home and no disciplinary action will be taken.

*"Legal Drug" includes prescribed drugs and over-the-counter drugs which have been legally obtained and are being used for the purpose for which they were prescribed or manufactured.

**"Illegal Drugs" means: any drug (a) which is not legally obtainable or (b) which is legally obtainable but has not been legally obtained. The term includes prescribed drugs not legally obtained and prescribed drugs not being used for prescribed purposes. It also includes marijuana, for purposes of this Policy.

V. SEARCHES

VECO may conduct unannounced searches for illegal drugs or alcohol in VECO-owned or controlled premises at any time. Employees are expected to cooperate in the conducting of such searches. Entry on VECO-owned or controlled premises constitutes consent to and recognition of the right of VECO to conduct unannounced searches, without limiting the following: of persons, property, vehicles, lockers, lunch boxes, or living quarters.

Searches of employees and their personal property may otherwise be conducted when circumstances or workplace conditions justify them. Without limiting the following, examples are: an employee causing injury to himself or another, an employee involved in an accident, or when equipment or property is damaged.

An employee's consent to a search is required upon hiring and as a continuing condition of employment and the employee's refusal to consent may result in disciplinary action, up to and including termination, even for a first refusal.

For purposes of safety and health, searches of VECO employees and premises can be conducted at any time and do not have to be based on reasonable suspicion.

VI. DRUG AND ALCOHOL SCREENING

VECO will require a blood test, urinalysis, or other drug/alcohol screening of those persons suspected of using or being under the influence of a drug or alcohol, on the basis of observed job performance, behaviors or actions, or where circumstances or workplace conditions justify it. Without limiting the following, examples are: an employee causing injury to himself or another, an employee involved in an accident, or when equipment or property is damaged. VECO will pay the cost of the screening test and provide transportation to and from the test. An employee's consent to submit to such a test is required upon hiring and as a continuing condition of employment. The employee's refusal to consent will result in disciplinary action, up to and including termination for a first refusal or any subsequent refusal.

VII. CONTRACT PERSONNEL

The Policy provisions in Section II and V above are applicable to contract personnel. Violation of these provisions or refusal to cooperate with implementation of the Policy can result in VECO barring contract personnel from VECO's or client's premises or participating in VECO business.

VIII. EMPLOYEES' REPORTING REQUIREMENTS - LEGAL DRUGS

For certain job positions, an employee's use of a legal drug can pose a significant risk to the safety of the employee or others. Employees, who feel or have been informed that the use of a legal drug may present a safety risk, are to report such drug use to the Personnel Department to determine job related consequences.



VECO, INC.

5151 FAIRBANKS STREET
ANCHORAGE, ALASKA 99503
TELEPHONE (907) 561-1701
FAX (907) 561-2850
TELEX 090-26-374

PRE-EMPLOYMENT AND EMPLOYMENT ALCOHOL, DRUG AND SUBSTANCE SCREENING AND AUTHORIZATION FOR RELEASE OF INFORMATION

VECO, Inc., Southwest VECO, Inc., and VECO American Services, (hereinafter "VECO"), intends to maintain a safety oriented drug and alcohol testing program. All current and future employees of VECO are expected to abide by or continue to abide by those rules as outlined in our company policies. It must be understood that VECO reserves the right to revise any and all employment rules as needed. To acknowledge your understanding of this rule, please complete and sign the document below.

I (name) Charles M E Kel SS# 524-28-0682
with full knowledge and understanding, hereby agree to cooperate with any and all fitness-for-duty medical examinations requested of me by VECO including but not limited to, the submission of bodily fluids for the purpose of analysis for substance abuse. VECO will keep all information regarding drug testing confidential and will disseminate information regarding the tests on a "need to know" basis or as required by law enforcement officials.

I confirm by my signature that any and all bodily fluids which I may be required to submit are indeed my own and have in no way been altered for the purpose of avoiding the detection of illicit substances. I further understand and acknowledge that my failure to cooperate with any request of VECO for any fitness for duty examination may result in my being disciplined up to and including discharge. I understand my employment with VECO is conditioned upon the results of any drug or alcohol tests. I understand any positive result or my refusal to consent will preclude my employment with VECO. I understand it is a continuing condition of employment with VECO to submit to drug or alcohol testing for the purpose of maintaining a safe and healthful work place.

I release and hold harmless VECO and its employees and any medical clinic, personnel, physician, laboratory or laboratory personnel from any claim arising out of collection, analysis or reporting of urinalysis or blood test results to VECO.

Date

Signature of Employee

Witness

EMPLOYMENT ELIGIBILITY VERIFICATION

1 EMPLOYEE INFORMATION AND VERIFICATION: (To be completed and signed by employee.)

Name: (Print or Type) Last McRee	First Charles	Middle Edison	Maiden
Address: Street Name and Number	City	State	ZIP Code
Date of Birth (Month Day Year) 9-8-53		Social Security Number 574-28-0682	

I attest, under penalty of perjury, that I am: (check a box):

- ☒ A citizen or national of the United States.
- ☐ An alien lawfully admitted for permanent residence (Alien Number A _____).
- ☐ An alien authorized by the Immigration and Naturalization Service to work in the United States (Alien Number A _____ or Admission Number _____, expiration of employment authorization, if any: _____).

I attest, under penalty of perjury, the documents that I have presented as evidence of identity and employment eligibility are genuine and relate to me. I am aware that I am liable for imprisonment and/or fine for any false statements or use of false documents in connection with this certificate.

Signature Charles McRee	Date (Month Day Year)
-----------------------------------	-----------------------

PREPARED BY OTHER THAN INDIVIDUAL: (If prepared by other than the individual, I attest, under penalty of perjury, that the above was prepared by me at the request of the named individual and is based on all information of which I have any knowledge.)

Signature	Name (Print or Type)
Address (Street Name and Number)	City State Zip Code

2 EMPLOYER REVIEW AND VERIFICATION: (To be completed and signed by employer.)

Examine one document from those in List A and check the correct box, or examine one document from List B and one from List C and check the correct boxes.

Provide the Document Identification Number and Expiration Date, for the document checked in that column.

List A Identity and Employment Eligibility	List B Identity	List C Employment Eligibility
<input type="checkbox"/> United States Passport <input type="checkbox"/> Certificate of United States Citizenship <input type="checkbox"/> Certificate of Naturalization <input type="checkbox"/> Unexpired foreign passport with attached Employment Authorization <input type="checkbox"/> Alien Registration Card with photograph <p>Document Identification # _____</p> <p>Expiration Date (if any) _____</p>	<input type="checkbox"/> A State issued driver's license or I.D. card with a photograph, or information, including name, sex, date of birth, height, weight, and color of eyes. (Specify State) _____ <input type="checkbox"/> U.S. Military Card <input type="checkbox"/> Other (Specify document and issuing authority) _____ <p>Document Identification # _____</p> <p>Expiration Date (if any) _____</p>	<input type="checkbox"/> Original Social Security Number Card (other than a card stating it is not valid for employment) <input type="checkbox"/> A birth certificate issued by State, county, or municipal authority bearing a seal or other certification <input type="checkbox"/> Unexpired INS Employment Authorization Specify form # _____ <p>Document Identification # _____</p> <p>Expiration Date (if any) _____</p>

CERTIFICATION: I attest, under penalty of perjury, that I have examined the documents presented by the above individual, that they appear to be genuine, relate to the individual named, and that the individual, to the best of my knowledge, is authorized to work in the United States.

Signature	Name (Print or Type)	Title
Employer Name	Address	Date



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PREEMPLOYMENT DISCLOSURE

Alaska state law, AS 23.30.020, provides:

An employee who knowingly makes a false statement as to the employee's physical condition on an employment application or preemployment questionnaire may not receive benefits under this chapter, (Alaska Statutes 23.30.005 through 23.30.270)

(1) the employer relied upon the false representation and this reliance was a substantial factor in the hiring; and

(2) there was a causal connection between the false representation and the injury to the employees.

This means that if you lie about your physical condition on the employment application or preemployment questionnaire and you are injured on the job, you may lose your right to collect workers' compensation benefits for your injury.

Applicant

Date: _____

Interpreter, if necessary

Date: _____



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November 20, 1988

To All VECO Employees:

This introduction is intended to acquaint you with our company and what it does.

VECO's history is associated with the petroleum industry. We are an Alaskan corporation that started business in the Kenai, Alaska, area in 1969 and we have experienced a steady growth since that time.

Our initial operation was based upon shop and field fabrication of production equipment and structural installations. Over the years, our company has grown to require highly technical employees and equipment for construction, operations and maintenance of petroleum production installations throughout Alaska and recently the Lower 48.

We can meet every industry need in construction, drilling, welding and steel fabrication, offshore drilling platform support, instrumentation and electrical construction, telecommunications, research, feasibility studies, engineering, surveying, installation and maintenance of process control systems, instrument and valve repair and calibration, heavy equipment and vehicle leasing and maintenance, rig moves, tire supply and maintenance and material purchasing and handling.

We believe that our continuing expansion is attributed to our realization that we must provide good and efficient service and a willingness to enter into any endeavor required to provide service for the industry.

Our Field Policies and Camp Rules have been established to provide you with necessary information concerning your employment with us. I know that you will enjoy your association with us and hope that you will have continued employment with our company.

Sincerely,



Pete Leathard
President

PL:jl

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FIELD PERSONNEL POLICIES AND CAMP RULES

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FIELD PERSONNEL POLICIES

The following policies are intended to provide you with information concerning subjects that directly affect you as a VECO employee. If any questions arise concerning these policies, the Anchorage Personnel Department will be glad to answer them and is the final authority on policy interpretation. These policies are subject to revision or change.

EMPLOYMENT

VECO believes in a system of fair employment practices. The company prohibits discrimination in employment on the basis of race, color, sex, age, religion, national origin and handicapped status. The company will take all necessary steps to comply with existing federal, state and local fair employment laws and guidelines.

Each employee of the company shall be treated with courtesy, dignity and consideration. The company is committed to fulfilling its obligations to its employees in regard to fair wages, job opportunities and job development. In return, each employee is obligated to give the company his or her cooperation, personal interest and best efforts. The company firmly believes third-party representation is not in the best interest of the company or any employee.

CATEGORIES OF EMPLOYMENT

- A. Permanent Employee: an employee who holds an indispensable administrative or management position. An employee in this category is eligible for all VECO benefit programs on the date of hire.
- B. Temporary Employee: an employee who is engaged in work full-time or part-time, with the understanding that his or her employment will be terminated or reassigned as of a specific date or upon completion of a specific assignment. An employee in this category is not eligible for any VECO benefit programs other than the medical plans when the eligibility requirements have been met.

COMPENSATION

Jobs are classified according to degree of responsibility and necessary skill or training. There are established salary and wage ranges for every job classification.

Employees are required to complete a "Check Destination Authorization" form. This form authorizes the company to send your paychecks to the destination indicated or hold them in the Anchorage office. You may also authorize another person to pick up your paycheck. A new form is to be completed whenever there is a change of information. If you fail to notify the company of a change, your paycheck will be held in the Anchorage office pending receipt of your instructions.

Our company is not a banking institution. Please do not request that we deposit your paychecks.

WORK SCHEDULE AND PAY PERIOD

Work schedules vary depending on job classification, job assignment and location. Employees are required to abide by schedules outlined by their supervisor or foreman. No pay is guaranteed if weather or workload does not permit a full schedule of work. If coffee breaks are given, such breaks will be taken at the job site.

VECO operates on a two week pay period which ends on a Sunday. Field personnel will be issued their paycheck on the tenth day after the end of the pay period, which is a Wednesday.

If you are on an hourly rate and entitled to be paid overtime, all hours worked in excess of eight (8) daily for forty (40) weekly shall be paid at one and one-half (1 1/2) times the straight time rate.

On a travel day, pay will start or stop when an employee arrives at or leaves the job site.

PROMOTIONS

Employees are promoted in relation to demonstrated ability and company requirements. Promotions are not automatic or based on the amount of time an employee has worked for the company.

PAYROLL DEDUCTIONS

Deductions from your paycheck are made in accordance with federal or state laws and your own authorization for optional items such as insurance premiums, travel expenses, United Way and the Credit Union.

SAFETY

The company is committed to providing the best possible working conditions for all of its employees. To do so, the company shall not only comply with all current occupational health, safety and environmental laws, it shall also develop the best feasible operations, procedures, technologies and policies to provide such conditions.

Company policy in this area is aimed at preventing any employee, visitor or customer in company facilities from being subjected to any unusual health or safety risk.

It is a condition of employment that each employee shall conduct his or her work in a safe and healthful manner. Each employee is directly responsible for the proper care of company property, equipment and vehicles placed in his or her charge either temporarily or permanently. Such property shall be used in a safe and proper manner.

ATTENDANCE

Each employee is required to work the hours normally scheduled for his or her position. There is not a single job that is not vital to the overall company operation. When employees fail to take this fact seriously, time-consuming rearrangements and costly replacements are often necessary to maintain continuity of operations. Each employee therefore is responsible for being present every day at the correct time.

The company defines its attendance policy in these terms:

1. Absence. The failure of an employee to report during the hours he or she is normally scheduled to work.
2. Tardiness. This occurs when an employee is not on the job at the time work is normally scheduled to begin.
3. Excused absence. This occurs when an employee notifies his or her immediate supervisor of an upcoming absence for an acceptable reason such as illness. The supervisor must give the employee permission to be absent — and note such permission in writing — for the absence to be considered "excused". Rare exceptions are permitted in cases where employee notification does not occur.
4. Unexcused absence. This is defined as an employee's failure to notify the immediate supervisor of absence prior to the normally scheduled work time, or an employee's decision to be absent even though supervisory permission was not granted when requested ahead of time.

ALCOHOL AND DRUG ABUSE

The use of alcohol and/or drugs can seriously affect an employee's ability to perform his or her job satisfactorily and may jeopardize the safety of other employees.

The use, possession or being under the influence of marijuana, or other controlled or illegal substances while on company time will result in termination of employment. Possession, consumption or being under the influence of alcohol or intoxicants on VECO controlled premises, vehicles, equipment or work locations while on company time, or their appearance or consumption during normal duty hours will result in termination of employment. Employees are not to be intoxicated on VECO controlled premises at any time.

Entry on VECO controlled premises constitutes CONSENT to and recognition of the right of VECO TO CONDUCT UNANNOUNCED SEARCHES of persons, property, vehicles and living quarters. Failure of an employee to cooperate with a search request will result in termination of employment.

EMPLOYEE BENEFITS

The following benefits are available to VECO employees:

A. Voluntary Group Accident Insurance Program.

This program provides Accidental Death and Dismemberment coverage for employees, their spouse and eligible dependent children. Employees who have not met the eligibility requirements for the regular VECO benefits plans may voluntarily elect to participate in this plan. The monthly premium is paid by the employee.

B. Comprehensive Major Medical Plan.

Temporary employees become eligible for coverage after they have worked 2,500 hours of continuous service without being on a layoff for a consecutive 120 day period of time.

Permanent employees become eligible for coverage on the date of hire.

Medical coverage for dependents must be applied for within one month of the date the employee becomes eligible. A premium contribution for the dependent portion will be required of the employee during the first year of dependent coverage. The first four months of premiums must be paid at the time dependents are enrolled in the plan. If an employee does not enroll his or her dependents within 30 days of eligibility, satisfactory evidence of insurability will be required before they can enroll.

Claim forms for this plan are available from the Personnel Department.

C. Life Insurance, Accidental Death and Dismemberment, Dentalcare and Visioncare Plans.

Employees and their dependents are not eligible to enroll in these plans until they have been covered under the Comprehensive Major Medical Plan for 12 continuous months. During the first year of Dentalcare coverage, benefits shall be limited to expenses incurred for preventive and routine treatment. Coverage for expenses of major treatment is not available until the second year of Dentalcare coverage. During the first year of Visioncare coverage, only eye examinations will be covered. Eyeglasses (lenses and frames) will not be covered until the second year of Visioncare coverage.

Claim forms for these plans are available from the Personnel Department.

D. Profit Sharing Plan.

Employees may join the plan after completing one year of service for the company, 1,000 or more hours, during the eligibility waiting period. The eligibility waiting period begins on the day you start working for the company and runs for the next 12 months. You also must be at least 21 years of age. Employees will begin to participate in the plan on the January 1 or July 1 which follows their completion of the eligibility requirements.

E. 401(K) Plan.

Employees may join the plan after completing one year of service for the company, 1,000 or more hours, during the eligibility waiting period. The eligibility waiting period begins on the day you start working for the company and runs for the next 12 months. You also must be at least 21 years of age. Employees may begin to participate in the plan on the January 1 or July 1 which follows their completion of the eligibility requirements.

Employees may make a voluntary contribution of up to 15 percent of their gross wages per year.

The employee benefit plans have been summarized above. In the event of any discrepancies, the master plan documents will govern.

CREDIT UNION

VECO employees are eligible to join the Alaska U.S.A. Federal Credit Union. After you have joined, your spouse and children may open their own personal accounts. Deposits can be made in employee accounts by payroll deduction. Contact the Personnel Department for information and details.

HOLIDAYS

Christmas Day is the only recognized paid holiday for field employees. Hourly rated employees who work on this day will receive double time pay.

If the holiday falls on Saturday, the preceding Friday will be observed as the holiday. If the holiday falls on Sunday, the following Monday will be observed as the holiday.

TRANSPORTATION

VECO will provide transportation for field personnel from Anchorage, Fairbanks, Barrow and designated areas to Prudhoe Bay and return. Employees will not be paid while traveling to Prudhoe Bay or returning. Your pay does not start until you report to work on your regular work schedule at your job site.

When air transportation is authorized, the company is responsible for obtaining your airline ticket. If you purchase your own airline ticket, and the company will not authorize the purchase based on the circumstances, no reimbursement will be made by the company.

CAMP RULES

All employees receive a copy of the Camp Rules and the rules are posted on the camp bulletin boards. Employees are expected to abide by the rules and violations will subject employees to disciplinary action up to and including discharge.

TERMINATION

VECO would like to provide continuing employment for its employees, but recognizes that circumstances may arise in which terminations are unavoidable.

Voluntary terminations occur when an employee is separated from the company at his or her request. An employee who voluntarily quits is requested to give at least a week's notice to his or her supervisor.

An involuntary termination is defined as:

1. Layoff: permanent or temporary reduction in the work force.
2. Release: inability to perform in a satisfactory manner the job for which hired.
3. Discharge: termination for cause, such as misconduct.

Field personnel who are discharged for cause or voluntarily quit prior to their normal R & R period are responsible for payment of all travel, baggage and tool expenses out of Prudhoe Bay or other job sites. No exceptions will be made.

Upon termination of employment or when departing on R & R, all personal belongings must be removed from your room and you must check out at the billeting office.

When your "Termination Notice" is completed, you are to provide a forwarding address and the disposition of your final paycheck.

PROBLEM SOLVING PROCEDURE

The company is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which problems, complaints, suggestions or questions are answered quickly and accurately by company supervisors or management. An employee may seek an answer to a complaint by following the steps listed to bring it to the company's attention.

1. An employee should first bring the complaint to his or her immediate supervisor, unless the complaint concerns that supervisor. In this case, the employee should go directly to the next level manager. The supervisor shall answer the employee within two working days.
2. If the employee is not satisfied, he or she may take the complaint to the Department Head/Project Manager. An answer will be given the employee within two working days.
3. If the employee remains unsatisfied, he or she may take the complaint to the Personnel Manager. After a thorough review of the complaint, the Personnel Manager will give the final answer to the employee within two working days.

The company hopes employees will follow all internal lines of discussion before referring a concern to outside agencies. The company will do its best to make a satisfactory reply.

TELEPHONE USAGE

Office telephones are to be used for business purposes only. No personal calls are to be made using office telephones. Pay phones are provided for personal telephone calls. Calls of an emergency nature may come to the office, and the message will be relayed to the employee. If you want to give a phone contact to friends or relatives, the pay phone numbers should be used for this purpose.

EMPLOYMENT OF RELATIVES

The company may hire relatives of current employees if the new employee will be working in a different department or location than the current employee, and does not work in a manager-subordinate relationship. A "relative" means spouse, mother or father, son or daughter, brothers and sisters, and mothers-in law and fathers-in-law.

Approval to hire a relative must be obtained from the Department Head/Project Manager, Personnel Manager and VECO President.

DRESS CODE

All employees present a certain image of VECO; therefore, your appearance is important. You are expected to use common sense and avoid extremes in clothing and grooming. The company emphasizes that employees use personal judgement in deciding what appearance is suitable for your position in accordance with acceptable standards. An employee who is in continued non-conformance with acceptable standards will be subject to termination of employment.

LOSS OF PERSONAL PROPERTY

VECO will insure the personal effects of each employee against fire or flood in an amount not to exceed \$500. Employees must provide their own coverage for valuable items that exceed the above stated amount.

VECO assumes no responsibility for the loss or theft of employee tools, personal effects or mail, and their security remains the sole responsibility of each employee.

Tools that are broken in the course of employment may be replaced or reimbursement made if satisfactory evidence is presented to management.

TRAFFIC CITATIONS

Employees are responsible for any traffic citations received while driving company vehicles. Depending on the severity of the citation, employees may be subject to termination of employment.

VECO CAMP RULES

The rules listed below are to be followed by all VECO employees working and living in VECO controlled facilities. These rules are not all inclusive and employees are expected to follow instructions of foremen and supervisors when working at remote sites. If you are working and living in a client facility, there may be additional rules that apply. It is your responsibility to find out what the rules are and abide by them. These rules are subject to revision or change.

SECTION A: YOU WILL BE SUBJECT TO DISCIPLINARY ACTION UP TO AND INCLUDING DISCHARGE IF YOU ARE IN VIOLATION OF THE FOLLOWING RULES:

1. Quiet hours are to be observed after 10:00 p.m. Excessive noise is prohibited at all times.
2. Your room must be kept neat at all times. Smoking in bed is prohibited.
3. On the job injuries must be reported to your supervisor on the day the injury occurs.
4. Soliciting in the camp area or on the job site.
5. Seat belts are to be worn while in a moving vehicle.
6. Posted speed limits are to be observed while driving a vehicle. Speeding is prohibited.
7. Unauthorized absence or tardiness.
8. Fighting or violence in the camp area or on the job site.
9. Engaging in any conduct which tends to create a safety hazard.
10. Engaging in lewd or profane conduct in the camp area.
11. Misuse of office telephones for personal calls.
12. Failure to wear required safety and/or personal protection gear.
13. VECO employees are under VECO supervision, regardless of work location. Any comments, suggestions or complaints MUST be discussed with VECO supervision and not the owner company. Any deviations are prohibited.

SECTION B. VIOLATIONS OF THE FOLLOWING RULES WILL RESULT IN TERMINATION OF EMPLOYMENT:

14. Reporting for work intoxicated or under the influence of drugs.
15. The use, possession or being under the influence of marijuana, or other controlled or illegal substance in the camp area or on the job site.

16. Possession, consumption or being under the influence of alcohol or intoxicants on VECO controlled premises, vehicles, equipment or work locations while on company time, or their appearance or consumption during normal duty hours.
17. Possession or use of weapons or explosives in the camp area or on the job site.
18. Entry on VECO controlled premises constitutes consent to and recognition of the right of VECO to CONDUCT UNANNOUNCED SEARCHES of persons, property, vehicles and living quarters. Failure to cooperate with a search request is grounds for termination.
19. Refusing to accept a work assignment, refusal to follow a foreman's orders or insubordinate conduct.
20. Sleeping on the job.
21. Theft of personal or company property.
22. Abuse or destruction of VECO or client materials, tools or equipment.
23. Using a company vehicle without supervisory authorization.
24. Disarming smoke or fire detectors.
25. Smoking in restricted areas.
26. Falsifying employee reports or records.

RECEIVED
AUG 9 1993

EXXON VALDEZ OIL SPILL
TRUSTEE COUNCIL
ADMINISTRATIVE RECORD

THIS PROGRAM WAS ARRANGED BY
B-D
CORROON & BLACK/DAWSON & CO.
4220 "B" Street
Anchorage, Alaska, 99501

THIS PROGRAM IS UNDERWRITTEN BY
AIG LIFE
AIG Life Insurance Company
1105 Market Street
Wilmington, DE 19801

AIG
A Member Company of
American International Group

voluntary group accident insurance program

DESIGNED FOR
THE EMPLOYEES OF
**VECO INTERNATIONAL
AND AFFILIATES**

Wherever you go . . . whatever you do
take this group accident protection with you.

ELIGIBILITY

All active, full-time employees of the Policyholder under age 70, their spouses under age 70 and their unmarried dependent children under 19 years of age (23 years of age if attending an accredited institution of higher education) and wholly dependent upon the insured employee for maintenance and support.

DESCRIPTION OF COVERAGE

24-hour, 365-day-a-year insurance against covered accidents in the course of business or pleasure. Coverage includes (but is not restricted to) accidents whether on or off the job, occurring in the home, traveling by train, airplane (except as limited by EXCLUSIONS stated below), automobile or other public and private conveyance. The benefits provided under this plan are payable in addition to any other insurance which may be in effect at time of accident. There are no geographical limits; it is worldwide accident protection.

BENEFITS

Individual Plan—You may select any amount of Principal Sum ranging from \$25,000.00 to \$100,000.00 in multiples of \$25,000.00 as shown by chart below.

Family Plan—Under this plan you may select any amount of Principal Sum for yourself ranging from \$25,000.00 to \$100,000.00 in multiples of \$25,000.00, and then your spouse and eligible dependent children are automatically covered as follows: your spouse is automatically insured for a Principal Sum equal to 40% of your Principal Sum and each eligible dependent child is insured for 10% of your amount. If you have no eligible dependent children, your spouse's Principal Sum is increased to 50% of yours. If you have no spouse, each eligible dependent child's amount is increased to 15% of your amount.

COST OF BENEFITS

Figure out your needs then select the amount of insurance (principal sum) listed that you feel offers the best protection. Your premiums will be automatically deducted from your paycheck.

Principal Sum	Monthly Cost	
	Individual Plan	Family Plan
\$ 25,000.00	\$2.45	\$ 3.10
\$ 50,000.00	\$4.90	\$ 6.20
\$ 75,000.00	\$7.35	\$ 9.30
\$100,000.00	\$9.80	\$12.40

EXCLUSIONS

The policy does not cover any loss to an Insured Person caused by or resulting from: suicide or any attempt thereof by the Insured Person while sane or self-destruction or any attempt thereof by the Insured Person while sane; disease of any kind; bacterial infections, except pyogenic infections which shall occur through an accidental cut or wound; hernia; declared or undeclared war or any act thereof; service in the military, naval, or air service of any country. Insurance provided under the policy includes riding as a passenger (but not as pilot or crew member) including boarding or alighting from, any aircraft being used for the transportation of passengers except aircraft owned, leased or operated by or on behalf of the Policyholder or by the employer of the Insured Person if other than the Policyholder unless a specific written agreement has been obtained from the Company to provide such coverage.

SCHEDULE OF BENEFITS

ACCIDENTAL DEATH AND DISMEMBERMENT INDEMNITY

When injury results in any of the following losses to an Insured Person within 120 days of the covered accident, the Insurance Company will pay in one sum the indicated amount of the Principal Sum for

Loss of Life	The Principal Sum
Loss of both hands or both feet	The Principal Sum
Loss of the entire sight of both eyes	The Principal Sum
Loss of one hand and one foot	The Principal Sum
Loss of one hand and the entire sight of one eye	The Principal Sum
Loss of one foot and the entire sight of one eye	The Principal Sum
Loss of one hand or one foot	One-half The Principal Sum
Loss of the entire sight of one eye	One-half The Principal Sum

"Loss" as above used with reference to hand or foot means actual severance through, or above the wrist or ankle joint and as used with reference to eye means irrecoverable loss of the entire sight thereof. Indemnity provided under the indemnity provision will not be paid, under any circumstances, for more than one of the losses, the greatest, sustained by any one Insured Person as the result of any one accident.

EFFECTIVE DATE OF COVERAGE

The effective date of coverage will be the first of the month next following receipt of your completed enrollment form by the Insurance Company.

CERTIFICATE OF INSURANCE

Each employee enrolling in the program will receive a certificate of insurance outlining the highlights of the coverage.

INDIVIDUAL TERMINATIONS

The insurance of any Insured Person shall immediately terminate on the earliest of the following dates:

- on the premium due date next following the date the Insured Person reaches 70 years of age;
- on the premium due date next following the date the Insured Person ceases to be an eligible employee of the Policyholder for insurance under the Master Policy;
- with respect to an Insured Person who is insured under the Master Policy as a spouse or dependent child, on the premium due date next following the date he or she ceases to be an eligible spouse or dependent child;
- on the premium due date if the Policyholder fails to pay the required premium for the Insured Person except as the result of an inadvertent error;
- on the date the Master Policy is terminated.

It is the present intent of the Policyholder and the Insurance Company that this plan shall continue indefinitely. Both the Policyholder and the Insurance Company, however, reserve the right to terminate the policy (Form EAP-1001) by giving written notice.

AGGREGATE LIMIT OF INDEMNITY

The Company shall not be liable for any amount in excess of \$1,000,000.00. If the aggregate amount of all indemnities otherwise payable by reason of coverage provided under the Master Policy exceeds such Aggregate Limit of Indemnity, the Company shall not be liable as respects each Insured Person for a greater proportion of the indemnity otherwise payable than the Aggregate Limit of Indemnity bears to the aggregate amount of all indemnities otherwise payable.

WAY TO ENROLL

- Select the benefit which best fits your needs.
- Complete the attached enrollment form. You may select one or two plans. One plan provides coverage for an employee only, and the other plan provides coverage for an employee, spouse, and eligible dependent children.
- Return the enrollment form to your Personnel Office.

enrollment form

POLICYHOLDER: VECO INTERNATIONAL
AND AFFILIATES

MASTER POLICY NO.: EAP 803 31 26
APPLICATION is hereby made to the AIG Life Insurance
Company for Accident Insurance under the terms of the
Master Policy identified above.

(PLEASE PRINT OR TYPE)

- Employee's Full Name
- Date of Birth
- Street Address
City State Zip Code
- Employee's Beneficiary
Relationship
- Amount of Insurance (Principal Sum) Desired
- Type of Plan (Check One)
☐ Individual ☐ Family
- Monthly Cost

Unless additional beneficiaries are named in a separate statement attached hereto, the beneficiary for a spouse and dependent children will be the Insured Employee named on the top line of this Enrollment Form.

CHECK ONE BOX

- ☐ Please deduct from my salary the premium for the insurance for which I have applied.
- ☐ I have been given the opportunity to apply for the insurance, but I do not desire to participate.

Employee's Signature

Date

Form 40707

EAP 4

Policy coverage, terms, conditions and exclusions are only briefly outlined here. For complete provisions, please refer to the Master Policy (EAP 803 31 26) itself.

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Alice Puster of The Times

FALL BLOOMS

Poppies form an island of color at 16th Avenue and Lake Otis Parkway, with the Downtown skyline in the background.

The blossoms thrive on a small plot of land left over from a road-straightening project many years ago.

Contract prompts audit

by Pat O'Brien
Times Writer

An unauthorized contract signed by the manager of the Anchorage Pioneer Home allowing an employee of the home to conduct fund-raising activities has triggered a special investigative audit of the facility. The Times has learned.

A notarized pact signed by manager David Herndon in late July gave one of his employees, Charles McKee, permission to publish promotional booklets for sale during September.

Said Herndon, who has been manager for two years, McKee was going to sell advertising in booklets which contained copies of old Fairbanks newspaper sto-

ries. From the proceeds of those ads, Herndon said, McKee expected to raise up to \$5,000.

For his efforts, McKee, doing business as Golden Days Publications, was to receive 50 percent of the profits from any monies he raised. The other half of the profits was to be given to an association of residents at the home, Herndon said.

In addition, Golden Days was given the OK to open a joint bank account in the name of the Anchorage Pioneer Home, the contract said.

But the plan ran into trouble almost immediately because both the split-profits arrangement and the bank account are

See Manager, page A-4

Anch Times 9-10-83

Inmates riot in Juneau

Times staff
and Associated Press

Guards at the Lemon Creek state prison in Juneau locked the doors and let about a dozen inmates tear their dorm apart late Thursday night rather than risk a confrontation with the prisoners.

Five inmates suffered minor injuries in the riot, which went on for about five hours and caused an estimated \$20,000 in damage, Alaska State Troopers reported.

"They started destroying everything that was in there," said

Partly cloudy
today and Sunday



Weather, page A-3

Sunday daylight	— 12 hrs. 19 min.
Sunrise	6:02 a.m.
Sunset	6:09 p.m.
Sunday tides	
High	10:02 a.m. 30.9 ft.
	10:12 p.m. 31.5 ft.

Index

Alaska State

Manager admits mistake

Continued from page A-1

prohibited by state regulations, officials said.

Two weeks after the contract between Herndon and McKee was signed, state Department of Administration Deputy Commissioner Eleanor Andrews issued a series of sharply worded memoranda declaring that the contract was invalid. She said in one letter she also had suspicions that more extensive problems had developed at the Anchorage Pioneer Home.

"I have recently become aware of some questionable management practices and reported administrative fiscal irregularities at the Anchorage Pioneer Home," Andrews wrote.

In a memo dated Aug. 15, Andrews said problems related to the Anchorage institution had been brought to her attention several weeks earlier by Legislative Auditor Gerald Wilkerson.

She said she "dispatched Pioneer Benefits administrative personnel to Anchorage to investigate questions raised, but that level of review has not been as in-depth as I feel necessary."

Because of her doubts, Andrews assigned the department's internal auditor to "thoroughly investigate the Golden Days Publications contract and any other management practices needing clarification or suggestions for improvement."

In addition, the Division of Legislative Audit has begun an extensive probe at the Anchorage Pioneer Home.

Both the department internal auditor and the legislative auditors are ordered to keep Andrews abreast of developments as they proceed.

Andrews also sent a letter to McKee, who is employed as a door guard at the Pioneer Home.

"You are requested to cease any fund raising... Herndon did not have the authority to enter into such an arrangement, nor does he have the authority to open a joint bank account," Andrews wrote.

Among those receiving copies of Andrews' letters was assistant Attorney General Jim Baldwin in Juneau, who said he had been contacted by the deputy commissioner as soon as she learned of the contract's existence.

Baldwin said he advised Andrews to "get a letter out right away" to prevent the parties involved from accepting any money on behalf of the home or the state.

In such situations, Baldwin said the state government cannot accept responsibility for funds lost by private citizens because there would be no legitimate contract allowing any fund-raising transactions to occur. Baldwin said the Herndon-McKee pact was "totally improper. It's certainly not the kind of contract a state employee should be authorizing."

Andrews did not return calls placed by The Times on Friday. A person answering the phone said McKee had gone camping.

In a telephone interview, Herndon said he had made a mistake in signing the agreement with McKee and allowing the plan to proceed from the beginning.

McKee had presented the idea to Herndon about two months before the contract was actually signed, Herndon said, adding that he hadn't paid much attention to the details.

"I got talked into something

here at a time I was very busy and I just didn't think the thing through," Herndon said.

Herndon said he objected to assertions there were fiscal irregularities at the Pioneer Home and that he expected no further problems to be uncovered in the auditing process, which he expects will continue for two weeks.

Responding to Baldwin's comment that the contract was improper, Herndon said, "He's

right. I was not aware the state could not accept money from that kind of source."

The Anchorage Pioneer Home, located at 923 W. 11th Ave., is one of five such institutions operating in the state. Designed to offer nursing home facilities for Alaska's senior citizens, the facilities — in Sitka, Fairbanks, Palmer, Ketchikan, Kotzebue and Anchorage — house about 600 persons.

Associated Press

Atlanta — A judge set Sept. 21 as a new execution date for a convicted murderer Friday, hours after the convict's stay of execution was vacated by a federal appeals court.

Georgia Attorney General Mike Bowers said he was "pleased" with the ruling, and added it raised "a significant likelihood" that Smith would die in September or October.

The 11th U.S. Circuit Court of Appeals lifted the stay of execution it granted John Eldon Smith

on Aug. 23. In a 2-1 ruling, the court said, "Smith has shown that the federal court could consider the merits of his claim under the existing legal authorities."

After the ruling, Superior Court Judge C. Cloud Morgan set a new execution date. Smith's execution, if conducted, would be the first in Georgia since Oct. 18, 1964.

Students
Senior Citizens
Military \$18.50

General admission
I.D. needed

With each
ticket sold
We pledge 50¢ to
M.D.A.

Scruples II
PRESENTS A


Country Extravaganza

ALASKAN TOUR '83

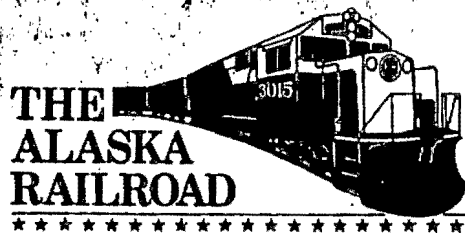
at the
International Banquet House
TWO SHOWS
September 13th & 14th 7:30
Tickets are on sale now

at the
INTERNATIONAL BANQUET HOUSE, SILVA SADDLE & BUCK STOVE (IN WASILLA)
PALMER VIDEO CASH INC.
RESERVED SEATS '25" GENERAL '22"

also appearing in
JUNEAU SEPT. 12th, Centennial Hall - FAIRBANKS SEPT. 15th, Hering Auditorium
IN ASSOCIATION WITH Western Airlines & KYAK RADIO



DAVID FRIZZEL



THE ALASKA RAILROAD

60 AND GOING PROUD
1 9 2 3 - 1 9 8 3

CELEBRATE ALASKA RAILROAD WEEK

SEPTEMBER 11-17, 1983

★ EXHIBITS ★ MODEL RAILROAD SHOW ★ EXCURSION TRAIN

Celebrate with us as The Alaska Railroad commemorates its 60th Anniversary with a gala week of special events. From 8:00 a.m. to 5:00 p.m. each day the Anchorage depot will feature a major historical exhibit provided by the Anchorage Fine Arts and Historical Museum. The exhibit highlights the railroad's history and honors the people who made history happen. In addition a local model railroad club will operate a model rail empire that will delight children of all ages! It's free and the public is invited!

SPECIAL COMMEMORATIVE POSTER

The fifth annual commemorative poster featuring the Alaska Railroad will go on sale beginning at 10:30 a.m. September 11. The 18-color collectors' edition poster is the work of Alaska artist Susan Ogle - who will host an autograph party in the Anchorage depot prior to the departure of the Sunday excursion. Posters will be on sale in the depots at Anchorage, Denali Park and Fairbanks. A second autograph party will be held from Noon to 1:00 p.m. Wednesday September 14th. In addition, author Ken Brovald will be present on Sunday to autograph copies of his best selling "Alaska's Wilderness Rails" book about the contemporary Alaska Railroad.


RIDE A SPECIAL TRAIN INTO HISTORY
SUNDAY - SEPT. 11, 1983

Come ride with us on an excursion into Alaska's colorful transportation past. Our special train will leave Anchorage at 11:30 a.m. and return at 6:00 p.m. The route is along our scenic line to Palmer where the train will pause for two hours for a tour of the Alaska Historical and Transportation Museum. Hot dogs and refreshments will be available on the grounds. This is an outstanding opportunity for a family fun adventure - complete with an inexpensive train ride. Share the excitement of railroading blended with the colorful past of our state's transportation systems. It's all in one day of fun Sunday September 11th during ALASKA RAILROAD WEEK!

Fare: \$10.25 per person. Tickets on sale at the Anchorage depot between 7:00 a.m. and 1:30 p.m. Monday through Friday. Saturday ticket hours 4:00 a.m.

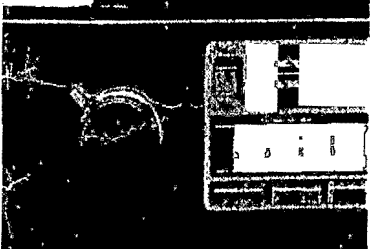
Call 265-2494 for additional info

• THE ALASKA RAILROAD - 19

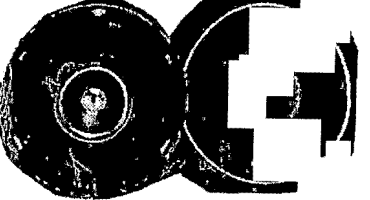


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Car, Cassette, Dec 1, 11/11




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FT-C70	\$22
FT-C38	\$13
FT-C120	\$25
FT-V92	\$23
FT-X140	\$32
FT-50	\$5
FT-C28	\$8
FT-2200	\$30
FT-590	\$42



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Pioneer Home fund raiser vows to continue

by Pat O'Brien
Times Writer

An ex-employee of the Anchorage Pioneer Home said Thursday he is proceeding with plans to collect money for residents of the institution, even though his former bosses declared last month the man has no authority to do fund-raising work for the home.

State Department of Administration officials said in August that a contract signed by Pioneer Home manager David Herndon on July 28, giving Charles McKee permission to raise money on behalf of the home, was invalid.

McKee was a door guard at the home until last week, when his temporary status expired.

The officials said Herndon had no authority to let McKee solicit donations or establish a joint bank account in the name of the Anchorage Pioneer Home.

But, to the chagrin of Pioneer Benefits' Division officials, McKee has made public a copy of a second contract signed on Aug. 4, which he contends is legal and binding on the state.

"I'd like to see the statute in regards to that being invalid," McKee said. "Until I do, I'm going to consider it legal."

State officials found the original July 28 contract so improper that they immediately assigned investigative auditors to look into the pact as well as other faulty management processes within the Anchorage home.

An investigation of the Anchorage Pioneer Home operation by the Division of Legislative Audit began last week, officials said earlier.

The Aug. 4 contract — with language only slightly different from the first document — was drafted with the assistance of George Michael, a top Pioneer Benefits' Division official, McKee said.

Michael was reportedly sent to Anchorage from Juneau to find out why Herndon had signed a contract with McKee. Michael's boss, Pioneer's Division Director Lou Keller, said the second contract resulted from "unfortunate advice."

"He's certainly persistent," Keller said of McKee. Keller said Herndon had been admonished "that we do not do business under any circumstances with an employee. It's absolutely not a valid contract."

Keller said the "state would disclaim any responsibility" for money lost by private donors who gave money to any unauthorized collector.

Documents that surfaced earlier in the matter included a sharply worded memo written by Eleanor Andrews, deputy commissioner of administration,

after she learned of the July 28 McKee-Herndon contract.

That contract gave McKee permission to seek donations for the home through his Golden Days Publications Co. For his services, McKee was to be allowed to keep 50 percent of the money he raised. He also was allowed to open the joint bank account.

The Aug. 4 contract — notarized by another Pioneer Home employee and signed by Herndon — omits the bank account reference, but essentially leaves intact the provisions of the earlier covenant.

McKee said he intends to re-publish copies of old Fairbanks newspapers and include new paid advertisements from local firms on the pages. Earlier this week, he said the plan would net about \$10,000, after expenses.

Half the money would go to residents of the home and half would be used to

buy computer equipment to be donated to the Anchorage school district, McKee said.

However, Herndon said McKee had told him from the beginning of their negotiations, that he intended to keep half the money for himself.

"It was only later on, when the contract came into question, that he suggested he was going to give the money to the school district," Herndon said Thursday.

McKee contests Herndon's statement.

"I didn't tell him I had the other agreement," to donate equipment to the school district. "It was going to be something I wasn't even going to announce. I was just going to buy the computers, give them to the schools and write it off on my income tax," McKee said, adding that it was something like donating to a church.

Former state officials testify on Knik crossing

by Al Campbell
Times Valley Reporter

Wasilla — Two retired senior state officials differed Thursday over the best Matanuska-Susitna corridor for the Matanuska-Susitna end of the proposed Knik Arm crossing.

Ted Smith and Maurey Wilson were among eight people making formal presentations here as the consulting group for the crossing ended its first phase of public hearings on the question of the overall route.

Wilson is the former director of the Matanuska-Susitna State Fair and was a member of the Matanuska-Susitna State Fair Board.

Smith is the former director of the Department of Transportation and Public Facilities.

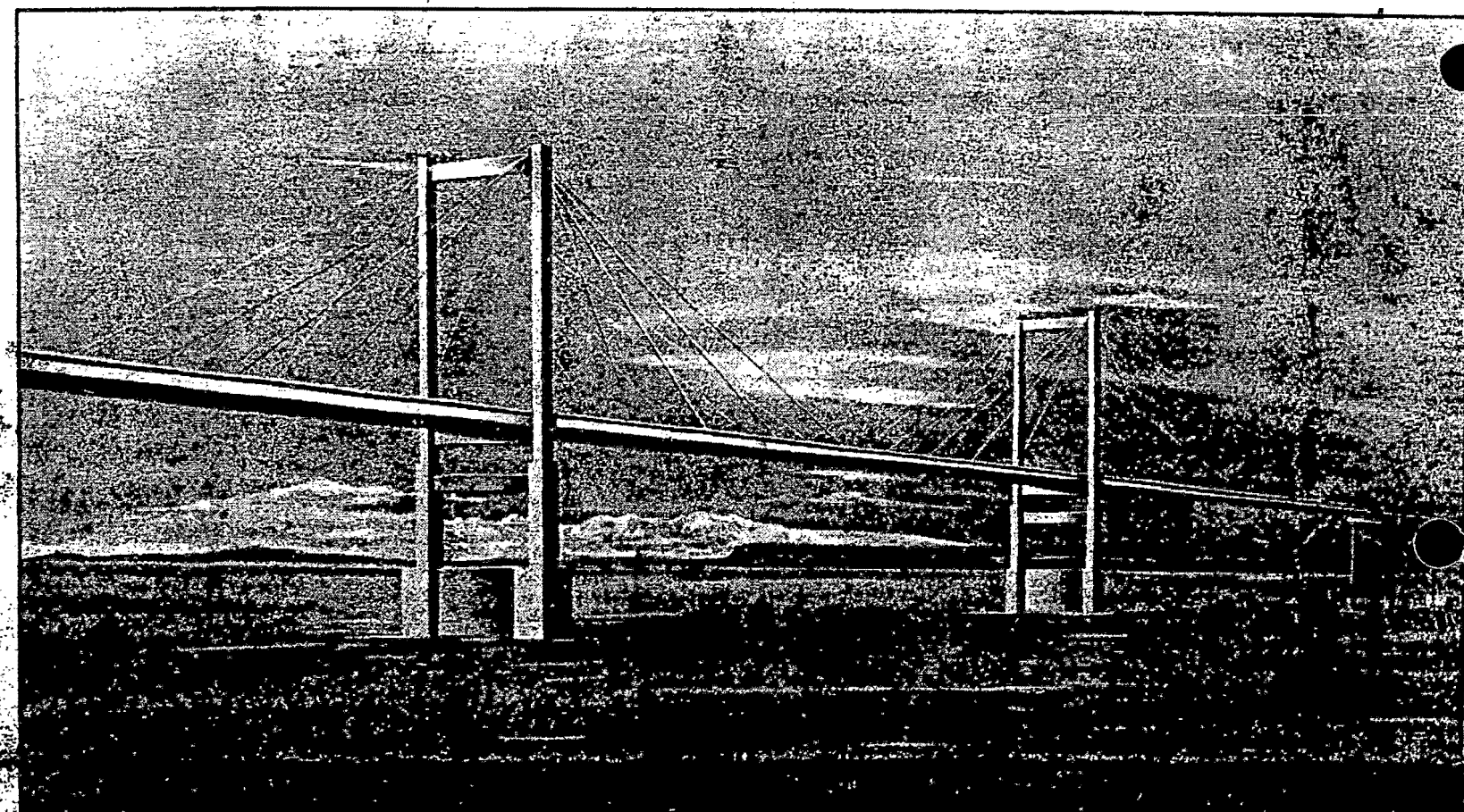
way would eliminate that problem, Wilson said.

Wasilla Mayor Harold Newcomb defended the Wasilla-Knik route, suggesting that the success of the crossing as a revenue source depended on further development at the Mat-Su end.

"Right now, the market is in the Palmer-Wasilla area," said Newcomb, a real estate developer.

Houston City Clerk Elsie O'Bryan said, however, that putting more traffic into Wasilla would aggravate an already serious problem there, and people living north of Wasilla should have a direct route to Anchorage.

Those testifying here favored a route of crossing, connecting that a quicker route between Anchorage and Mat-Su



New sketch released by state officials shows bridge might appear as Knik Arm and link downtown Anchorage to Point Barrow.

Golden Days Publications

This agreement is made July 28th 1983 between the

CLIENT: NAME: ANCHORAGE PIONEERS HOME

ADDRESS: 923 WEST 11th AVENUE

ANCHORAGE, ALASKA 99502

and the CONTRACTOR:

BUSINESS NAME: GOLDEN DAYS PUBLICATIONS

ADDRESS: 2704 FAIRBANKS STREET

ANCHORAGE, ALASKA 99503

This agreement is made for the purpose of establishing an independent contract relationship and contractual agreement between the parties identified above and excludes absolutely any employee-employer style relationship.

That the CLIENT and CONTRACTOR do covenant and agree as follows:

SERVICES

CONTRACTOR agrees to provide the services of fund raising for the month of September, 1983.

COMPENSATION

CLIENT agrees to pay Contractor as follows: 50% of the monies after expenses for the project will be paid in cash and from said joint account as established from this contract.

RESOLUTION

Golden Days Publications will be allowed to open a joint bank account in the name of Anchorage Pioneers Home, and Golden Days Publications for the purpose of fund raising.

TAXES

CONTRACTOR agrees to accept full responsibility for any and all taxes that may be lawfully due to any governmental unit and to hold the CLIENT harmless from any liability from the non-payment of taxes due from the second party to any governmental unit.

IN WITNESS WHEREOF, the parties have executed this agreement at:

Anchorage, Alaska on the day and year first written above.

CLIENT [Signature]

CONTRACTOR Charles McKee

THIRD JUDICIAL DISTRICT
STATE OF ALASKA

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This is to certify that on this 28th day of July 1983 before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Charles McKee, to me known to be the person(s) described in and who executed the above and foregoing instruments, and acknowledge to me that he signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

[Signature]
Notary Public for State of Alaska
My Commission Expires July 22, 1986

INDEPENDENT CONTRACTOR AGREEMENT

This agreement is made August 4 1983 between the

CLIENT: NAME: ANCHORAGE PIONEERS HOME

ADDRESS: 923 WEST 11th AVENUE

ANCHORAGE, ALASKA 99502

and the CONTRACTOR:

BUSINESS NAME: GOLDEN DAYS PUBLICATIONS

ADDRESS: 2704 FAIRBANKS STREET

ANCHORAGE, ALASKA 99503

This agreement is made for the purpose of establishing an independent contract relationship and contractual agreement between the parties identified above and excludes absolutely any employee-employer style relationship.

That the CLIENT and CONTRACTOR do covenant and agree as follows:

SERVICES

CONTRACTOR agrees to provide the services of fund raising for the month of September, 1983. Fund Raising is in the form of newspaper advertising sales.

COMPENSATION

CLIENT agrees to pay Contractor as follows: 50% of the monies after expenses for the project will be paid in cash to the contractor.

RESOLUTION

IT IS agreed upon by client to verify to Contractor any and all calls referring to the fund raising stated therein.

TAXES

CONTRACTOR agrees to accept full responsibility for any and all taxes that may be lawfully due to any governmental unit and to hold the CLIENT harmless from any liability from the non-payment of taxes due from the second party to any governmental unit.

IN WITNESS THEREOF, the parties have executed this agreement at:

Anchorage, Alaska on the day and year first written above.

ALL previous contracts are null and void.

CLIENT [Signature]

CONTRACTOR Charles McKee

THIRD JUDICIAL DISTRICT)ss
STATE OF ALASKA)ss

This is to certify that on this 4th day of Aug 1983 before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Charles McKee, to me known to be the person(s) described in and who executed the above and foregoing instruments, and acknowledge to me that he signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

[Signature]
Notary Public for State of Alaska
My Commission Expires Jan 5, 1984

EXXON VALDEZ OIL SPILL
TRUSTEE COUNCIL
ADMINISTRATIVE RECORD

AUG 6 1993

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