

SUMMARY OF COMMUNITY INFORMATION

PORT LIONS

Exxon Company, U.S.A.  
NRDA and Litigation Support Group  
Houston, Texas

27301273420-5

SER 1591

OIL SPILL LITIGATION WORK PRODUCT  
OF EXXON  
Prepared for Counsel  
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**TAB 13**  
**COMMUNITY PAYMENT SUMMARIES**

This section contains information on community reimbursements contained in "Exxon's Response to Community and Native Needs." This section may contain part or all of the following:

- Government-Native Reimbursement Summary-1989.
- Government-Native Reimbursement Summary-1990.
- Government-Native Reimbursement Summary-1991.
- Payments to Boroughs, Cities, Villages, Native Regional Corporation and Native Regional Associations Vs. Time - Year 1989.
- Shoreline Monitoring Agreements.

SER 1592

17301273428-8

GOVERNMENT-NATIVE REIMBURSEMENT SUMMARY-1988

*(Latest Update 1/19/92)*

LOCATION	DESCRIPTION	DATE	AMOUNT REQUESTED	DATE ACTION	AMOUNT APPROVD	DATE PAID	AMOUNT ADVANCED	AMOUNT PAID	AMOUNT REJECTED	REMARKS	VERIFIED	ACCT. COM LUNSON	APPROVED(PAID) BY:	OTHER
Port Graham	Winter Agreement	8/1	1844	10/22	8000	10/26	8000	8000	-8000	Excess Agreement-NoDues	NYed		8000	0
Port Graham	Overibus Proposed	8/10	70700	8/22	0		0	0	70700	Disapproved by Lt-8722	NA		0	0
Port Graham	Compensation	VAR	-5000	10/17	-3000	<1/80	0	-3000	0	Summarized small invoices	Yes		0	-3000
Port Graham	General	VAR	8250	10/17	8250	<1/80	0	8250	0	Summarized small invoices	Yes		0	8250
Port Graham	Village Council	VAR	10000	10/17	10000	<1/80	0	10000	0	Summarized small invoices	Yes		0	10000
Port Graham	Winter-JustPaid	11/20	3002	11/20	3002	11/20	0	3002	0	Excess Inhabited Program	NYed		3002	0
PORT GRAHAM SUB TOTAL			819662		71802		8000	71802	747000				63002	17000
Port Lione		4/17	37000	4/20	37000	4/20	0	37000	0		Yes		0	37000
Port Lione		4/21	10700	5/03	10700	5/03	0	10700	0		Yes		0	10700
Port Lione	Relocation	7/01	15001	8/00	15001	8/00	0	15001	0		Yes		15001	0
Port Lione	Winter Agreement	8/01	8200	7/00	7000	10/00	7000	7000	-7000	Excess Agreement-NoDues	Yes		7000	0
Port Lione	Winter-JustPaid	11/07	8007	11/10	8007	10/00	0	8007	0	Excess Inhabited Program	Yes		8007	0
PORT LIONE SUB TOTAL			81108		151100		7000	151100	-7000				84015	80200
Bellevue	Winter Agreement	8/01	6714	7/00	7000	8/27	7000	7000	-7000	Excess Agreement-NoDues	Yes		7000	0
Bellevue	Equipment	8/01	30040	8/00	3000	8/00	3000	30040	NA	Equipment Other	NA		30040	0
Bellevue	Spill Control	8/04	112004	8/14	21000	8/14	0	21000	89811	Letter dated 8/14/80	Yes		21000	0
Bellevue	Spill Control	8/04	24021	8/14	0		0	0	24021	Disapproved by Letter	NA		0	0
Bellevue	Spill Control	8/05	70040	10/27	0		0	0	70040	Letter dated 10/27	NA		0	0
Bellevue	Schoolbus Prog.	10/20	10000	10/20	0		0	0	10000	Letter issued to city	NA		0	0
Bellevue	Death Benefit	10/10	6707	1/00	0		0	0	6707	Letter dated 1/00	NA		0	0
BELLEVUE SUB TOTAL			204000		87770		8000	123441	141807				123441	0

SER 1593

77301273429-6

GOVERNMENT-NATIVE RESUBURSEMENT SUMMARY-1992

(Latest Update 1/19/92)

LOCATION	DESCRIPTION	REBT	DATE	AMOUNT REQUESTED	ACTION	DATE APPROVD	AMOUNT PAID	AMOUNT ADVANCED	AMOUNT PAID	REJECTED	AMOUNT	REMARKS	VERIFIED ACOT.	APPROVED(PAY) BY:	
														COM LIAISON	OTHER
Outside	Partial Car	2/80	2/80	2700	2700	2700	2700	0	2700	0	1646	Ltr 2/70-paid 8/20/84		2388	0
Perryville	Water-Insuffund	1/81	2/86	121	2000	121	2000	0	2000	0	0		Yes	2000	0
Perryville	Water-Insuffund	2/87	2/87	215	215	215	215	0	215	0	215		Yes	215	0
PERRYVILLE	SUB TOTAL			2648		2648		0	2648	0	0			2648	0
Port Graham	ORDTO	4/81	21000	720	12500		0	0	0	0	9100	MOA signed 7/28/90			0
Port Graham	ORDTO	8/78	8618	818	7881	818	7881	0	7881	0	1234	Doc for MOA of 7/28/90	Yes	7881	0
Port Graham	ORDTO	8/84	8114	806	4818	811	4818	0	4818	0	166	8/11 Ltr - Ends MOA	Yes	4818	0
PORT GRAHAM	SUB TOTAL			36429		23000		0	12500	0	10439			12500	0
Port Lions	ORDTOA	7/78	0	7118	8618	7118	8000	8000	8000	0	-8618	MOA-7/18/88-Doc-Ltr 7/78	Yes	8000	0
Port Lions	ORDTOA	8/88	4818	806	4818	806	4818	0	4818	0	0	7/18 MOA Doc. provided	Yes	4818	0
PORT LIONS	SUB TOTAL			4818		16256		8000	8018	0	-8618			8618	0
Beckwith	Workare Comp	8/81	8200	2118	8200		0	0	0	0	0	8/21 Ltr - Other-Comp-Equip	NA	NA	NA
Beckwith	Premises													NA	NA
Beckwith	Food Pkch.													NA	NA
BECKWITH	SUB TOTAL			8200		8200		0	0	0	0			0	0

8/19 - Above was for log boom project.  
8/87 - Received all outstanding invoices, including equipment.

SER 1594

27301273430-4

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Updated 11/26/91

PAYMENTS TO BOROUGH, CITIES, VILLAGES, NATIVE REGIONAL CORPORATIONS  
AND NATIVE REGIONAL ASSOCIATIONS VS. TIME - YEAR 1989

LOCATION	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
<b>CITIES AND BOROUGHS</b>											
Cordova	0	0	100330	90749	49019	63400	0	16740	0	0	320254
Nome	0	0	0	10294	19148	70925	197700	32403	0	0	330470
Kemai Peninsula Borough	0	2000000	0	0	0	0	0	0	0	0	2000000
Kodiak (City)	0	0	0	0	0	0	26028	0	0	0	26028
Kodiak Island Borough	0	0	596605	38467	198822	0	457798	70000	0	0	1341690
Selawik	0	0	0	0	0	0	123641	0	0	0	123641
Seward	0	0	0	0	25000	0	26895	103079	15785	0	170759
Valdez	0	0	240033	736461	0	164071	487714	251835	190579	143731	2216446
Whittier	0	0	12036	81831	70631	10283	71598	62038	22000	9950	341167
<b>CITIES/BOROUGHS MO. TOTALS</b>	<b>0</b>	<b>2000000</b>	<b>949024</b>	<b>957802</b>	<b>362616</b>	<b>308679</b>	<b>1391176</b>	<b>536915</b>	<b>220364</b>	<b>153661</b>	<b>6882233</b>
<b>CITIES/BOROUGHS ACCUM.</b>	<b>0</b>	<b>2000000</b>	<b>2949024</b>	<b>3906826</b>	<b>4269442</b>	<b>4578121</b>	<b>5969295</b>	<b>6506210</b>	<b>6734574</b>	<b>6882233</b>	
<b>NATIVE ORGAN./LOCATIONS</b>											
Achikak	0	0	0	0	0	3157	0	4000	8967	0	54124
Chenaig	0	0	115000	0	0	0	0	114877	8962	310828	549619
Chignik	0	0	0	0	687	1494	40000	0	0	0	42181
Chugach Alaska Corporation	0	0	0	507600	0	363639	0	0	71434	23323	968996
Fish Bay	0	0	0	0	0	0	50000	0	0	0	50000
Iluq	0	0	0	0	0	0	0	40000	0	0	40000
Kodiak Area Native Assoc.	0	0	0	0	0	200000	0	0	0	100000	300000
Larsen Bay	0	0	0	0	60841	21566	11262	70000	12338	16173	192160
Old Harbor	0	0	0	0	0	0	0	70000	8967	0	78967
Quintie	0	0	0	0	203776	0	0	70000	-4533	608	279248
Perryville	0	0	0	0	0	0	0	40000	0	0	40000
Port Graham	0	0	0	0	0	0	0	50000	3992	17899	71891
Port Lions	0	37500	18750	0	0	15951	0	70000	0	8967	151148
Tattletalk	0	0	976	381	381	381	381	40381	381	0	43862
The North Pacific Rim	0	0	400000	0	0	0	0	0	0	0	400000
<b>NATIVE MONTHLY TOTALS</b>	<b>0</b>	<b>37500</b>	<b>534726</b>	<b>507981</b>	<b>265485</b>	<b>608188</b>	<b>101623</b>	<b>605258</b>	<b>110648</b>	<b>483147</b>	<b>3254376</b>
<b>NATIVE ACCUMULATED TOTALS</b>	<b>0</b>	<b>37500</b>	<b>572226</b>	<b>1080207</b>	<b>1345692</b>	<b>1954080</b>	<b>2055703</b>	<b>2640961</b>	<b>2771429</b>	<b>3254876</b>	
<b>GRAND ACCUMULATED TOTALS</b>	<b>0</b>	<b>2037500</b>	<b>3521250</b>	<b>4987033</b>	<b>5413334</b>	<b>6532201</b>	<b>8024498</b>	<b>9147171</b>	<b>9506003</b>	<b>10142811</b>	<b>10142811</b>

SER 1595

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SHORELINE MONITORING AGREEMENTS

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(Latest Update 11/21/91)

LOCATION	AREA	ACTION TAKEN			INITIAL PAYMENT			WORKMAN'S COMPENSATION			TOTAL PAYMENT	
		DATE SIGNED	CONTRACT AMOUNT	DATE OK'D	APPROVAL DATE BY	DATE PAID	AMOUNT PAID	DATE REC'D	DATE PAID	AMOUNT PAID		
Ahtok	Kodiak Island	8/18	\$40,000	10/04	10/04	O.R.Harrison	0/04	\$40,000	11/08	11/08	\$8,967.09	\$48,967.09
Chenege	PWS	10/10	\$80,000	10/10	10/10	O.R.Harrison	0/10	\$80,000	11/07	11/14	\$3,922.00	\$83,922.00
Chignik	Aleutian Chain	8/10	\$40,000	8/10	8/11	H.W.Seathard	8/11	\$40,000	3/90	3/90	\$9,333.00	\$49,333.00
English Bay	Kanal Peninsula	8/13	\$50,000	8/13	8/27	C.B.Lopple	8/27	\$50,000				\$50,000.00
Homer	Kanal Peninsula	8/12	\$70,000	8/12	8/12	O.R.Harrison	8/13	\$70,000				\$70,000.00
Karluk	Kodiak Island	8/18	\$40,000	10/04	10/04	O.R.Harrison	0/04	\$40,000	1/90	4/90	\$8,967.09	\$48,967.09
Kodiak Bor.	Kodiak Island	8/17	\$70,000	10/02	10/02	C.B.Lopple	0/02	\$70,000				\$70,000.00
Larsen Bay	Kodiak Island	8/23	\$70,000	10/04	10/04	O.R.Harrison	0/05	\$70,000	12/05	12/14	\$8,967.09	\$78,967.09
Old Harbor	Kodiak Island	8/18	\$70,000	10/02	10/02	C.B.Lopple	0/02	\$70,000	10/25	11/08	\$8,967.09	\$78,967.09
Ouzinkie	Kodiak Island	8/18	\$70,000	10/04	10/04	O.R.Harrison	0/04	\$70,000	10/30	11/03	\$8,967.09	\$78,967.09
Perryville	Aleutian Chain	8/27	\$40,000	10/05	10/05	C.B.Lopple	0/05	\$40,000	1/90	1/90	\$3,948.00	\$43,948.00
Port Graham	Kanal Peninsula	10/04	\$60,000	10/05	10/05	C.B.Lopple	0/05	\$60,000	11/08	11/28	\$3,982.45	\$63,982.45
Port Laine	Kodiak Island	8/30	\$70,000	10/04	10/04	D. Carpenter	0/05	\$70,000	11/07	12/05	\$8,967.09	\$78,967.09
Seldovia	Kanal Peninsula	8/14	\$70,000	8/14	8/27	C.B.Lopple	8/27	\$70,000	5/90	5/90	\$9,350.00	\$79,350.00
Seward	Kanal Peninsula	8/28	\$70,000	8/28	8/28	C.B.Lopple	0/01	\$70,000				\$70,000.00
Tastek	PWS	8/28	\$40,000	8/28	8/29	C.B.Lopple	0/01	\$40,000				\$40,000.00
<b>TOTALS</b>			<b>\$820,000</b>					<b>\$820,000</b>			<b>\$84,347.89</b>	<b>\$1,004,347.89</b>

SER 1596

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**SEWARD**  
SUMMARY OF COMMUNITY INFORMATION

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SER 1597

2730127344-5

DIL SPILL LITIGATION WORK PRODUCT  
OF EXXON  
Prepared for Counsel  
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TAB 13  
COMMUNITY PAYMENT SUMMARIES

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- Government-Native Reimbursement Summary-1990.
- Government-Native Reimbursement Summary-1991.
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- Shoreline Monitoring Agreements.

SER 1598

17301273452-8



GOVERNMENT-NATIVE REIMBURSEMENT SUMMARY-1989

*(Latest Update 9/19/92)*

LOCATION	DESCRIPTION	RECD DATE	AMOUNT REQUESTED	ACTION DATE	APPRVD AMOUNT	PAID DATE	AMOUNT ADVANCED	PAID AMOUNT	REJECTED AMOUNT	REMARKS	VERIFIED APPROVE(PAID) BY:		
											ACCT.	COM	LAISON
Sevard	Advance	7/24	25000	7/29	35000	7/28	25000	25000	0	7/18/90-Confirmed by Clifford	Yes	25000	0
Sevard	Reimbursement	8/17	24886	8/22	24886	8/11	0	24886	0		Yes	24886	0
Sevard	Outboard Motors	8/29	13000	10/06	13000	10/08	0	13000	0		Yes	13000	0
Sevard	Police Dept	8/29	134400	8/13	0		0	0	134400	Returned for more info.	NA	0	0
Sevard	Winter Agreement	9/01	70000	8/25	70000	10/01	70000	70000	0	-70000 Exxon Agreement-NoDoc	Yes	70000	0
Sevard	Reimbursement	9/25	9307	10/06	9307	10/16	0	9307	0		Yes	9307	0
Sevard	Street Repair	10/02	12300	10/08	12300		0	NA	0	App for Reimb-see 8/90	NA	0	0
Sevard	Reimbursement	10/17	11772	10/17	11772	10/17	0	11772	0	Summarized small invoices	Yes	0	11772
Sevard	Reimbursement	10/23	18443	11/02	18443	11/07	0	18443	0		Yes	18443	0
SEWARD	SUB TOTAL		248122		183048		86000	179786	66084			156968	11772
Tattler	Reimbursement	6/01	978	5/13	978	6/13	0	978	0		Yes	978	0
Tattler	Reimbursement	6/01	381	6/10	381	6/10	0	381	0		Yes	381	0
Tattler	Reimbursement	7/01	381	7/11	381	7/11	0	381	0		Yes	381	381
Tattler	Reimbursement	6/01	381	6/07	381	6/07	0	381	0		Yes	381	381
Tattler	Reimbursement	6/01	381	6/08	381	6/08	0	381	0		Yes	381	381
Tattler	Winter Agreement	6/01	40000	6/28	40000	10/01	40000	40000	0	-40000 Exxon Agreement-NoDoc	Not	40000	0
Tattler	Reimbursement	10/02	381	10/18	381	10/18	0	381	0		Yes	0	381
Tattler	Reimbursement	11/01	381	11/08	381	11/08	0	381	0		Yes	0	381
TATTLER	SUB TOTAL		3083		43208		40000	43203	-40000			41327	1008
TPWR	No. Pwr Plan	4/25	40000	4/29	40000	5/12	40000	40000	40000	40000 Agreement-Doc	Yes	40000	0
TPWR	No. Pwr Plan	7/14	2081204	7/28	0		0	0	2081204	Letter dated 7/28/88	NA	0	0
TPWR	No. Pwr Plan	9/27	542783	10/01	0		0	0	542783	Debit met w/TPWR ~ 12/8	NA	0	0
TPWR	SUB TOTAL		408083		40000		40000	40000	410364			40000	0

SER 1599

27301273453-6

GOVERNMENT-NATIVE REIMBURSEMENT SUMMARY-1960

*Yadot Update 5/1/92*

LOCATION	DESCRIPTION	DATE	RECD	AMOUNT REQUESTED	ACTION DATE	AMOUNT APPROVD	DATE PAID	AMOUNT ADVANCED	AMOUNT PAID	AMOUNT REJECTED	REMARKS	VERIFIED ACCT. COM.	APPROVED(PAID) BY:	OTHER
Several	Winter-Infestured	1/16		To be billed at completion of program.										
Several	Reimb-Aug-Nov	8/28		2783	9/17	34853	3/17	0	34853	2500	Lr dtd 3/17/60	Yes	34853	0
Several	Reimb-Lugia	4/29		20000	4/28	When agreed to reimburse some past legislative cost.								
Several	Patrol Car	8/15		18000	8/19	12000	8/21	12000	12000	8000	Lr dtd 8/21/60-McDoe	Yes	12000	0
Several	Woods CR	8/16		18000	8/23	15000	8/27	0	18000	NA	Cost exceeded est.	Yes	18000	0
Several	Reimb-D.J.F.	8/16		29642	8/27	29642	8/11	-24000	40005	0	Lr dtd 8/10-Reimb-Adv	Yes	29542	0
Several	Reimb-M.J.M.	8/29		28033	8/27	28033	8/11	Included above		0	Lr dtd 8/18-Reimb-Adv	Yes	28033	0
Several	Reimb-to 6/28	8/28		18614	8/16	13838	8/11	0	17822	1878	Lr dtd 8/11-Reimb	Yes	17822	0
Several	Wages from work	8/23		4872	8/18	4717	8/11	Included above		218	Lr dtd 8/11-Reimb	Yes	Included above	
Several	Commut-Drug Bkts	8/28		855	8/18	833	8/11	Included above		0	Lr dtd 8/11-Reimb	Yes	Included above	
Several	Reimb-Suppl	8/24		1885	12/12	1885	12/28	0	1885	0	Money to Char Mont-12/12	Yes	1885	0
Several	Street Rep-10/80	8/22		7878	8/28	7878	8/28	0	7878	0	8/28 LR - Sented 12.3K MOA	Yes	7878	0
SEWARD CITY	SUB TOTAL			106126		120442		-12000	131678	18386			131678	0
La. Marathon	OSDTOT-1st March	7/26		0	7/16	4795	7/29	4795	4795	-4795	MOA-7/16/60-Doa.			
Tribal	Reimb-1960 Trd	1/16		48782	4/23	48782	4/23	0	48782	0	Lr dtd 4/28 from Doan	Yes	48782	0
Tribal	OSDTOT	7/26		3788	7/28-Oral MOA sent to Seward									
TATITILEK	SUB TOTAL			63612		48782		0	48782	0			48782	0
THPR	Wanderer-XOH2	12/14		84122	2/24	42430	2/24	42430	42430	36153	Documentation Required		42430	0
THPR	Apr-Suppl-XOH2	3/23		84128	5/28	23272	5/27	24008	24008	24008	Lr Dtd 5/19/60-Doa		24008	0
THPR	Apr-Suppl-XOH2													
THPR	Quadriceps XOH2	7/11		46438	7/26-Tr Doan for analysis.									
THPR	SUB TOTAL			231771		110882		73238	73238	70466			48420	0

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**GOVERNMENT-NATIVE REIMBURSEMENT SUMMARY-1991**  
 (Latest update 1/9/92)

Page 1 of 2

LOCATION	DESCRIPTION	RECD	AMOUNT REQUESTED	ACTION DATE	AMOUNT APPROV	DATE PAID	AMOUNT ADVANCED	AMOUNT PAID	REJECTED	AMOUNT	REMARKS	VERIFIED ACCT.	APPROVED (PAID) BY,	
													COM LIMSON OTHER	
Chenega Corp	Serv. Contract Total	1881	NA	1881	98817	1881	NA	98817	NA	98817	Invoices 1-18 (No # 15)	Yes	0	98817
Chenega Corp	Terr. Lease Fee	181	60000	~481	18100	4/17	18100	18100	31600	18100		Yes	0	18100
Chenega Corp	Lease-Land Use			10000	927			10000	NA	10000		Yes	0	10000
Chenega Corp	Lease-Land Use			18500	870			18500	NA	18500		Yes	0	18500
<b>CHEGEA COR</b>	<b>SUB TOTAL</b>		<b>60000</b>		<b>181817</b>		<b>181000</b>	<b>181817</b>	<b>31600</b>	<b>31600</b>			<b>0</b>	<b>181817</b>
Chenega IRA	Land Use	819	20000	821	20000	10228	0	20000	0	20000	0 LI 821-req. signature		0	20000
Cardovia Oh	COFU Reimburs.	548	41267	871	41267	8/6	0	41267	0	41267	LI-Final Payment	Yes	0	41267
Homer City	Harbor Fees			4382	7112		0	4382	NA	4382	Harbor Fee-Lig-Settled	Yes	0	4382
KANA	Medical Exp	1960	31668	5/7	22638	4/23	0	22638	18010	4/11 LI - Agreed to settle		Yes	0	22638
KANA	Response Costs	1960	70000	5/7	22638	4/23	0	22638	47372	for total of \$48269.48.		Yes	0	22638
<b>KANA</b>	<b>SUB TOTAL</b>		<b>181668</b>		<b>42267</b>		<b>0</b>	<b>42267</b>	<b>62382</b>	<b>62382</b>			<b>0</b>	<b>42267</b>
Kanal Bar.	Tutorial Workshop	475	3000	478	3000	~8/1	0	3000	0	3000	0 Boom deployed on 4/7-4/8		0	3000
Perryville	Work Camp Audit	472	2463	472	2463	4/22	0	2463	0	2463	0 4/23-LI to Homer state	Yes	0	2463
Puerto Rico	Assess Fee	NA	NA	478	2000	4/28	2000	2000	NA	2000	NA Puerto Rico, W.B. Chugach In.	Yes	0	2000
Seaward OTH	Volunteer/Ambr Corp	1208	1500	1/12	1500	1/18	0	1500	0	1500	0 1988 Summer Ambrul Serv.	Yes	0	1500
Seaward OTH	Unsubsidized	828	70000	2/12	50000	2/18	0	50000	18058	2/28 LI - Release rec'd		Yes	0	50000
<b>SEWARD OTH</b>	<b>SUB TOTAL</b>		<b>71507</b>		<b>54488</b>		<b>0</b>	<b>54488</b>	<b>18058</b>	<b>18058</b>			<b>0</b>	<b>54488</b>

SER 1601

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 Updated 11/28/91

PAYMENTS TO BOROUGH, CITIES, VILLAGES, NATIVE REGIONAL CORPORATIONS  
 AND NATIVE REGIONAL ASSOCIATIONS VS. TIME - YEAR 1989

LOCATION	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
<b>CITIES AND BOROUGH</b>											
Cordova	0	0	100330	90749	49015	63400	0	16740	0	0	320254
Homer	0	0	0	10294	19148	70925	197700	32403	0	0	320470
Kenai Peninsula Borough	0	2000000	0	0	0	0	0	0	0	0	2000000
Kodiak (City)	0	0	0	0	0	0	26028	0	0	0	26028
Kodiak Island Borough	0	0	594603	58447	198822	0	457796	70000	0	0	1361690
Seldovia	0	0	0	0	0	0	125441	0	0	0	125441
Seward	0	0	0	0	25000	0	26895	103079	15780	0	170739
Valdez	0	0	240033	736461	0	164071	487714	251855	190379	143731	2214446
Whittier	0	0	12036	81831	70631	10283	71598	42838	22000	9930	341147
<b>CITIES/BOROUGH NO. TOTALS</b>	<b>0</b>	<b>2000000</b>	<b>949024</b>	<b>957802</b>	<b>342616</b>	<b>308679</b>	<b>1391174</b>	<b>534915</b>	<b>228364</b>	<b>153641</b>	<b>6888233</b>
<b>CITIES/BOROUGH ACCUM.</b>	<b>0</b>	<b>2000000</b>	<b>2949024</b>	<b>3906826</b>	<b>4269442</b>	<b>4378121</b>	<b>5969295</b>	<b>6506210</b>	<b>4734574</b>	<b>6888233</b>	
<b>NATIVE ORGAN./LOCATIONS</b>											
Ahtiak	0	0	0	0	0	5157	0	40000	8967	0	54134
Chenega	0	0	115000	0	0	0	0	114877	8922	310820	549619
Chignik	0	0	0	0	687	1694	40000	0	0	0	42481
Chugach Alaska Corporation	0	0	0	507600	0	363639	0	0	71434	25323	968996
Iliak Bay	0	0	0	0	0	0	50000	0	0	0	50000
Iliuk	0	0	0	0	0	0	0	40000	0	0	40000
Kodiak Area Native Assoc.	0	0	0	0	0	200000	0	0	0	100000	300000
Larsen Bay	0	0	0	0	60841	21546	11242	70000	12338	16173	192160
Old Harbor	0	0	0	0	0	0	0	70000	8967	0	78967
Oslinkie	0	0	0	0	203776	0	0	70000	-4533	6005	275248
Perryville	0	0	0	0	0	0	0	40000	0	0	40000
Port Graham	0	0	0	0	0	0	0	50000	3992	17859	71851
Port Lions	0	37500	18750	0	0	15951	0	70000	0	8967	151168
Tatitlek	0	0	976	381	381	381	381	40381	381	0	43262
The North Pacific Rim	0	0	400000	0	0	0	0	0	0	0	400000
<b>NATIVE MONTHLY TOTALS</b>	<b>0</b>	<b>37500</b>	<b>534726</b>	<b>507981</b>	<b>263485</b>	<b>408186</b>	<b>101423</b>	<b>605258</b>	<b>110448</b>	<b>483147</b>	<b>3254576</b>
<b>NATIVE ACCUMULATED TOTALS</b>	<b>0</b>	<b>37500</b>	<b>572226</b>	<b>1080207</b>	<b>1343892</b>	<b>1954080</b>	<b>2055703</b>	<b>2640961</b>	<b>2771429</b>	<b>3254576</b>	
<b>GRAND ACCUMULATED TOTALS</b>	<b>0</b>	<b>2037500</b>	<b>3521250</b>	<b>4987033</b>	<b>5415334</b>	<b>6532201</b>	<b>8024998</b>	<b>9167171</b>	<b>9506003</b>	<b>10142811</b>	

SER 1602

27301273456-9

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SHOPELINE MONITORING AGREEMENTS

(Latest Update 11/21/91)

LOCATION	AREA	DATE			CONTRACT			ACTION TAKEN			INITIAL PAYMENT			WORKMANS COMPENSATION		
		SIGNED	AMOUNT	OK'D	DATE	APPROVAL	BY	DATE	PAID	AMOUNT	DATE	REC'D	DATE	PAID	AMOUNT	TOTAL
Alutok	Kodiak Island	9/18	\$40,000	10/04	10/04	O.R.Harrison		0/04	\$40,000	11/08	11/08	11/08	\$4,967.09	\$4,967.09		
Cheneqa	PWS	10/10	\$60,000	10/10	10/18	O.R.Harrison		0/18	\$60,000	11/07	11/14	11/14	\$3,922.00	\$3,922.00		
Chignik	Aleutian Chain	9/10	\$40,000	9/10	9/11	H.W. Beuthard		9/11	\$40,000		3/90		\$9,333.00	\$9,333.00		
English Bay	Kenai Peninsula	9/13	\$50,000	9/13	9/27	C.B. Loggje		9/27	\$50,000					\$50,000.00		
Homer	Kenai Peninsula	9/12	\$70,000	9/12	9/12	O.R.Harrison		9/13	\$70,000					\$70,000.00		
Karluk	Kodiak Island	9/18	\$40,000	10/04	10/04	O.R.Harrison		0/04	\$40,000	1/90	4/90		\$9,967.09	\$48,967.09		
Kodiak Bar	Kodiak Island	9/17	\$70,000	10/02	10/02	C.B. Loggje		0/02	\$70,000					\$70,000.00		
Larsen Bay	Kodiak Island	9/23	\$70,000	10/04	10/04	O.R.Harrison		0/05	\$70,000	12/05	12/14		\$4,967.09	\$78,967.09		
Old Harbor	Kodiak Island	9/18	\$70,000	10/02	10/02	C.B. Loggje		0/02	\$70,000	10/25	11/08		\$4,967.09	\$78,967.09		
Ouzinkie	Kodiak Island	9/18	\$70,000	10/04	10/04	O.R.Harrison		0/04	\$70,000	10/30	11/03		\$4,967.09	\$78,967.09		
Perryville	Aleutian Chain	9/27	\$40,000	10/05	10/05	C.B. Loggje		0/05	\$40,000	1/90	1/90		\$3,948.00	\$43,948.00		
Port Graham	Kenai Peninsula	10/04	\$50,000	10/05	10/05	C.B. Loggje		0/05	\$50,000	11/08	11/28		\$3,982.45	\$53,982.45		
Port Lions	Kodiak Island	9/30	\$70,000	10/04	10/04	D. Carpenter		0/05	\$70,000	11/07	12/05		\$4,967.09	\$78,967.09		
Seldovia	Kenai Peninsula	9/14	\$70,000	9/14	9/27	C.B. Loggje		9/27	\$70,000	5/90	5/90		\$9,350.00	\$79,350.00		
Seward	Kenai Peninsula	9/28	\$70,000	9/28	9/28	C.B. Loggje		0/01	\$70,000					\$70,000.00		
Tartak	PWS	9/28	\$40,000	9/28	9/29	C.B. Loggje		0/01	\$40,000					\$40,000.00		
<b>TOTALS</b>			<b>\$920,000</b>						<b>\$920,000</b>				<b>\$64,347.99</b>	<b>\$1,004,347.99</b>		

AK Aquaterra	PWS	9/22	\$10,000	9/27	9/27	C.B. Loggje		0/01	\$10,000				\$0.00	\$10,000.00		
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SER 1603

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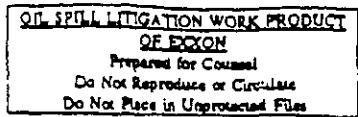
SUMMARY OF COMMUNITY INFORMATION

**CORDOVA/EYAK**

Exxon Company, U.S.A.  
NRDA and Litigation Support Group  
Houston, Texas

SER 1604

27301273477-5



**TAB 13**  
**COMMUNITY PAYMENT SUMMARIES**

This section contains information on community reimbursements contained in "Exxon's Response to Community and Native Needs." This section may contain part or all of the following:

- Government-Native Reimbursement Summary-1989.
- Government-Native Reimbursement Summary-1990.
- Government-Native Reimbursement Summary-1991.
- Payments to Boroughs, Cities, Villages, Native Regional Corporation and Native Regional Associations Vs. Time - Year 1989.
- Shoreline Monitoring Agreements.

SER 1605

27 301273491-6

GOVERNMENT-NATIVE REIMBURSEMENT SUMMARY-1999

(Latest update 1/9/93)

LOCATION	DESCRIPTION	REQD DATE	AMOUNT REQUESTED	ACTION DATE	AMOUNT APPROV	DATE PAID	AMOUNT ADVANCED	AMOUNT PAID	AMOUNT REJECTED	REMARKS	VERIFIED ACCT.	COMPLETION	APPROVAL BY	OTHER
ChumCorp	Advance Agre.	6/26	500000	6/26	500000	6/26	500000	500000	0	Documentation received	Yes		600000	0
ChumCorp	May, June	6/26	143410	6/26	143410	6/26	0	143410	0		Yes		143410	0
ChumCorp	July + Aug bal.	7/21	229219	6/13	229219	6/13	0	229219	0		Yes		229219	0
ChumFish		6/27	7000	6/27	7000	6/27	0	7000	0		Yes		0	7000
ChumCorp	Aug + Sept bal.	8/21	71434	11/10	71434	11/10	0	71434	0		Yes		71434	0
ChumCorp	Sept + Oct bal.	9/26	33333	12/13	33333	12/13	0	33333	0		Yes		33333	0
CHUGACH AK	SUB TOTAL		900000		900000		900000	900000	0				853335	7000
Car-donCity	Publshur rement	6/22	300	6/16	300	6/16	0	300	0		Yes		0	300
Car-donCity	Publshur rement	6/21	100000	6/21	0	6/23	100000	100000	0	NA Not Paid by acct.	No		0	100000
Car-donCity	Outsh Child Cr	6/26	60000	6/26	10000	6/26	0	10000	42000		Yes		10000	0
Car-donCity	Advance	6/15	252208	6/21	0		0	0	252208	Disapproved	NA		0	0
Car-donCity	Publshur rement	6/13	602157	6/26	30075	6/27	0	30075	571482		Yes		30075	0
Car-donCity		6/23	30300	7/11	30300	7/11	0	30300	0		Yes		0	30300
Car-donCity	Term	6/25	30074	6/26	30074	6/27	0	30074	0		Yes		30074	0
Car-donCity	Publshur rement	7/12	70381	7/22	43383	7/22	0	43383	26997		Yes		43383	0
Car-donCity	Permpress Com.	7/26	2000	7/22	2000	7/22	0	2000	0		Yes		2000	0
Car-donCity	MDA First Sheet	6/22	23400	6/26	23400	6/23	23400	23400	0	No documentation requested	Yes		23400	0
Car-donCity	MDA Prep Office	6/22	40000	6/22	40000	6/23	40000	40000	0	No documentation requested	Yes		40000	0
Car-donCity	Publshur rement	6/25	20418	10/26	10000	10/26	0	10000	11300	Lr of 10/4 sent mch/beck	Yes		10000	0
Car-donCity	Publshur rement	10/25	1700	10/26	1700	10/26	0	1700	0		Yes		0	1700
CORDOVA	SUB TOTAL		700000		223258		183400	220258	30372				214001	100000
ENGLISH BAY	Whiter Agreement	6/21	0	6/13	50000	6/27	50000	50000	-50000	Essen Agreement-NoDoc	NA		50000	0

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GOVERNMENT-NATIVE REIMBURSEMENT SUMMARY-1991

(Latest update 1/9/92)

Page 1 of 2

LOCATION	DESCRIPTION	REQD DATE	AMOUNT REQUESTED	ACTION DATE	AMOUNT APPROVD	DATE PAID	AMOUNT ADVANCED	AMOUNT PAID	REJECTED AMOUNT	REMARKS	VERIFIED ACCT.	APPROVED(PARDY) BY:
												COM LIAISON OTHER
Chenega Corp	Serv.Contract/Fuel	1/81	NA	1/81	900017	1/81	NA	900017	NA	Invoices 1-18(No # 19)	Yes	900017
Chenega Corp	Terra Lease/Fee	1/81	80000	~4/81	10000	4/17	10000	10000	31000		Yes	10000
Chenega Corp	Lit Fee-Land/Use				10000	6/27		10000	NA		Yes	10000
Chenega Corp	Lit Fee-Land/Use				10000	6/28		10000	NA		Yes	10000
CHENEGA CORP SUB TOTAL			80000		1018717		10000	1018717	31000			1018717
Chenega IRA	Landfill	6/10	20000	6/21	20000	10/20	0	20000	0	6 Lit M21-req. signature	Yes	20000
Cordova/Chit	COFU Reimbursm.	6/9	41307	6/21	41307	6/6	0	41307	0	6 Lit-Final Payment	Yes	41307
Nome/Chit	Harbor Fee				4302	7/12	0	4302	NA	Harbor Fee/Litg-Budget	Yes	0
SIANA	Medical Exp	1/80	23036	2/7	23036	4/22	0	23036	18020	4/7/82-Agreed to settle	Yes	23036
SIANA	Prospective Costs	1/80	70000	2/7	23020	4/22	0	23020	47372	for total of 941000.46.	Yes	23020
SIANA SUB TOTAL			107000		46057		0	46057	65392			46057
Kanai Bar.	Tulul/Habitat	4/79	2000	4/79	2000	~6/1	0	2000	0	0 Room deployed on 4/7-9/80		2000
Perryville	Wash Camp Aerial	4/72	2000	4/72	2000	4/72	0	2000	0	0 4/72-Lit in Home state	Yes	2000
Purkulua/Corp	Assess/Fees	NA	NA	4/79	2000	4/79	2000	2000	NA	Purkulua/Corp, Cheungahla.	Yes	0
Seawater/Corp	Volunteer/Assess/Corp	1/79	1000	1/12	1000	1/16	0	1000	0	0 1980 Summer Aerial Surv.	Yes	1000
Seawater/Corp	License/Assess	3/79	70000	2/12	60000	2/19	0	60000	10000	2/26 Lit-Release req'd	Yes	60000
SEAWATER OTH SUB TOTAL			71000		60000		0	60000	10000			60000

SER 1608

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PAYMENTS TO BOROUGH, CITIES, VILLAGES, NATIVE REGIONAL CORPORATIONS  
 AND NATIVE REGIONAL ASSOCIATIONS VS. TIME - YEAR 1989

LOCATION	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
<b>CITIES AND BOROUGHS</b>											
Cordova	0	0	100350	90749	49015	63400	0	16740	0	0	320254
Healy	0	0	0	10294	19148	70923	197700	32403	0	0	330478
Kenai Peninsula Borough	0	2000000	0	0	0	0	0	0	0	0	2000000
Kodiak (City)	0	0	0	0	0	0	26028	0	0	0	26028
Kodiak Island Borough	0	0	596403	38467	198822	0	657798	70000	0	0	1341690
Seldovia	0	0	0	0	0	0	123441	0	0	0	123441
Seward	0	0	0	0	25000	0	26893	103079	15785	0	170759
Valdez	0	0	240033	734461	0	164071	487714	251853	190379	143731	2216444
Whittier	0	0	12034	81831	70631	10283	71598	42838	22000	9930	341147
<b>CITIES/BOROUGHS MO. TOTALS</b>	<b>0</b>	<b>2000000</b>	<b>949024</b>	<b>957802</b>	<b>342616</b>	<b>308679</b>	<b>1391176</b>	<b>536915</b>	<b>228364</b>	<b>133461</b>	<b>6888235</b>
<b>CITIES/BOROUGHS ACCLM.</b>	<b>0</b>	<b>2000000</b>	<b>2949024</b>	<b>3906606</b>	<b>4268442</b>	<b>4578121</b>	<b>5969295</b>	<b>6506210</b>	<b>8734576</b>	<b>6888235</b>	
<b>NATIVE ORGAN./LOCATIONS</b>											
Aldieak	0	0	0	0	0	5157	0	40000	8967	0	34124
Chenauga	0	0	115000	0	0	0	0	114877	8922	310828	540619
Chignik	0	0	0	0	687	1494	40000	0	0	0	42181
Chugach Alaska Corporation	0	0	0	507800	0	363639	0	0	71434	23325	980994
Chukchi Bay	0	0	0	0	0	0	50000	0	0	0	50000
Chuk	0	0	0	0	0	0	0	40000	0	0	40000
Kodiak Area Native Assoc.	0	0	0	0	0	200000	0	0	0	100000	300000
Larsen Bay	0	0	0	0	60861	21564	11262	70000	12338	16173	192160
Old Harbor	0	0	0	0	0	0	0	70000	8967	0	78967
Quinhic	0	0	0	0	203776	0	0	70000	-4533	4088	275248
Perryville	0	0	0	0	0	0	0	40000	0	0	40000
Port Graham	0	0	0	0	0	0	0	50000	3992	17889	71881
Port Lions	0	37500	18750	0	0	15951	0	70000	0	8967	151168
Tatitlek	0	0	976	381	381	381	381	40381	381	0	43262
The North Pacific Rim	0	0	400000	0	0	0	0	0	0	0	400000
<b>NATIVE MONTHLY TOTALS</b>	<b>0</b>	<b>37500</b>	<b>334726</b>	<b>507981</b>	<b>263485</b>	<b>608188</b>	<b>101623</b>	<b>605258</b>	<b>110448</b>	<b>487147</b>	<b>3254376</b>
<b>NATIVE ACCUMULATED TOTALS</b>	<b>0</b>	<b>37500</b>	<b>572226</b>	<b>1080207</b>	<b>1343692</b>	<b>1954080</b>	<b>2059703</b>	<b>2660961</b>	<b>2771429</b>	<b>3254376</b>	
<b>GRAND ACCUMULATED TOTALS</b>	<b>0</b>	<b>2037500</b>	<b>3321250</b>	<b>4967033</b>	<b>5615334</b>	<b>6536201</b>	<b>8026498</b>	<b>9167171</b>	<b>9506003</b>	<b>10142811</b>	<b>10142811</b>

SER 1609

27301273495-7

SUMMARY OF COMMUNITY INFORMATION

LARSEN BAY

Exxon Company, U.S.A.  
NRDA and Litigation Support Group  
Houston, Texas

SER 1610

27301273536-8

OIL SPILL LITIGATION WORK PRODUCT  
OF EXXON  
Prepared for Counsel  
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**TAB 13  
COMMUNITY PAYMENT SUMMARIES**

This section contains information on community reimbursements contained in "Exxon's Response to Community and Native Needs." This section may contain part or all of the following:

- Government-Native Reimbursement Summary-1989.
- Government-Native Reimbursement Summary-1990.
- Government-Native Reimbursement Summary-1991.
- Payments to Boroughs, Cities, Villages, Native Regional Corporation and Native Regional Associations Vs. Time - Year 1989.
- Shoreline Monitoring Agreements.

SER 1611

27301273544-2

GOVERNMENT-NATIVE REIMBURSEMENT SUMMARY-1988

*Correct Update 4/19/92*

LOCATION	DESCRIPTION	REQD DATE	AMOUNT REQUESTED	ACTION DATE	APPROV DATE	PAID DATE	AMOUNT ADVANCED	AMOUNT PAID	AMOUNT REJECTED	REMARKS	VERIFIED ACCT.	APPROVALS/PAID BY:
Larsen City	Reimburse ment	6/21	7642	7/26	7642	7/26	0	7642	0	0 checks-Larsen Bay	Yes	0 7842
Larsen City	Reimbursement	7/61	3667	7/26	3667	7/26	0	3667	0	Included above w/ chks.	Yes	0 3667
Larsen City	Winter Agreement	6/61	70000	6/23	70000	10/04	70000	70000	-70000	Exam Agreement-NoDoc	Yes	70000 0
Larsen City	June & July	6/66	11242	6/11	11242	6/17	0	11242	0		Yes	11242 0
Larsen City	Aug. Sep. City	10/13	7206	12/07	7206	12/16	0	7206	0	Reasonable & Non Recurring	N/et	7206 0
Larsen City	Winter-Isafeland	12/04	6667	12/11	6667	12/14	0	6667	0	Exam Initiated Program	N/et	6667 0
Larsen Trib	Reimbursement	7/61	46302	7/11	46302	7/11	0	46302	0		Yes	46302 0
Larsen Trib	Jul. Aug. Sep.	7/75	46666	7/26	0	0	0	0	8130	Returned-resubmitted 8/08	NA	0 0
Larsen Trib	Reimbursement	8/63	21546	8/64	21546	8/09	0	21546	8296		Yes	21546 0
Larsen Trib	Jul. Aug. Sep.	8/66	12336	10/21	12336	11/61	0	12336	25467	Letter dated 10/20/88	N/et	12336 0
Larsen Trib	Modified-J.A.S	11/27	25467									0 0
(Reconciliation: Requested = \$49,261.78 + \$1,636.66 + \$7,836.32 = \$58,734.76 - See M. dated 11/27/88.												
LARSEN BAY	SUB TOTAL		216365		182166		70000	182166	-30187			160820 11636
Old Harbor	Winter Agreement	8/61	70000	8/16	70000	10/02	70000	70000	-70000	Exam Agreement-NoDoc	Yes	70000 0
Old Harbor	Winter-Isafeland	10/28	6667	11/06	6667	11/06	0	6667	0	Exam Initiated Program	Yes	6667 0
OLD HARBOR	SUB TOTAL		6667		76667		70000	76667	-70000			76667 0
Doubside	Reimbursement	4/26	203776	7/26	203776	7/26	0	203776	0		Yes	203776 0
Doubside	Winter Agreement	6/61	70000	6/16	70000	10/04	70000	70000	-70000	Exam Agreement-NoDoc	Yes	70000 0
Doubside	Reimbursement	10/16	10001	12/11	6006	-12/06	0	6006	3098	Ltr. dated 12/7/88	N/et	0 0
Doubside	Island	10/24	-13600	11/61	-13600	11/16	0	-13600	0	Letter accepting offer	Yes	-13600 0
Doubside	Winter-Isafeland	10/26	6667	11/23	6667	11/27	0	6667	0	Exam Initiated Program	Yes	6667 0
OUZINZE	SUB TOTAL		206244		278246		70000	278246	-66006			268243 0
PERRYVILLE	Winter Agreement	6/61	0	6/27	40000	10/06	40000	40000	-40000	Exam Agreement-NoDoc	N/et	40000 0
PERRYVILLE	SUB TOTAL		0		40000		40000	40000	-40000			40000 0

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Updated 11/26/91

PAYMENTS TO BOROUGH, CITIES, VILLAGES, NATIVE REGIONAL CORPORATIONS  
AND NATIVE REGIONAL ASSOCIATIONS VS. TIME - YEAR 1989

LOCATION	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
<b>CITIES AND BOROUGHS</b>											
Cordova	0	0	100350	90749	49015	63400	0	16740	0	0	320254
Kosar	0	0	0	10294	19148	70925	197700	32403	0	0	330470
Kenai Peninsula Borough	0	2000000	0	0	0	0	0	0	0	0	2000000
Kodiak (City)	0	0	0	0	0	0	26028	0	0	0	26028
Kodiak Island Borough	0	0	594603	38447	198822	0	457798	70000	0	0	1341490
Seldovia	0	0	0	0	0	0	123441	0	0	0	123441
Seward	0	0	0	0	25000	0	26895	103079	15785	0	170759
Valdez	0	0	240033	734441	0	164071	487714	251855	190579	143731	2214444
Whittier	0	0	12034	81831	70631	10283	71598	62838	22000	9930	341147
<b>CITIES/BOROUGHS MO. TOTALS</b>	<b>0</b>	<b>2000000</b>	<b>949024</b>	<b>957802</b>	<b>342616</b>	<b>308679</b>	<b>1391174</b>	<b>536913</b>	<b>228344</b>	<b>153441</b>	<b>6888235</b>
<b>CITIES/BOROUGHS ACCUM.</b>	<b>0</b>	<b>2000000</b>	<b>2949024</b>	<b>3906826</b>	<b>4269442</b>	<b>4578121</b>	<b>5969295</b>	<b>6506210</b>	<b>6734574</b>	<b>6888235</b>	
<b>NATIVE ORGAN./LOCATIONS</b>											
Akhiak	0	0	0	0	0	9157	0	40000	8967	0	54124
Chignik	0	0	115000	0	0	0	0	114877	8922	210820	549419
Chignik	0	0	0	0	687	1494	40000	0	0	0	42181
Chugach Alaska Corporation	0	0	0	507600	0	343439	0	0	71434	23323	969996
Fish Bay	0	0	0	0	0	0	50000	0	0	0	50000
Iliuk	0	0	0	0	0	0	0	40000	0	0	40000
Kodiak Area Native Assoc.	0	0	0	0	0	200000	0	0	0	100000	300000
Larsen Bay	0	0	0	0	60841	21544	11242	70000	12338	16173	192160
Old Harbor	0	0	0	0	0	0	0	70000	8967	0	78967
Ouzinkie	0	0	0	0	203776	0	0	70000	-4333	6005	273248
Perryville	0	0	0	0	0	0	0	40000	0	0	40000
Port Graham	0	0	0	0	0	0	0	50000	3992	17859	71851
Port Lions	0	37500	18750	0	0	15931	0	70000	0	8967	131148
Tatitlek	0	0	976	381	381	381	381	40381	381	0	43262
The North Pacific Riv	0	0	400000	0	0	0	0	0	0	0	400000
<b>NATIVE MONTHLY TOTALS</b>	<b>0</b>	<b>37500</b>	<b>534724</b>	<b>507981</b>	<b>265485</b>	<b>608188</b>	<b>101623</b>	<b>605258</b>	<b>110448</b>	<b>483147</b>	<b>3254576</b>
<b>NATIVE ACCUMULATED TOTALS</b>	<b>0</b>	<b>37500</b>	<b>572224</b>	<b>1080207</b>	<b>1345892</b>	<b>1954080</b>	<b>2035703</b>	<b>2660961</b>	<b>2771429</b>	<b>3254576</b>	
<b>GRAND ACCUMULATED TOTALS</b>	<b>0</b>	<b>2037500</b>	<b>3321250</b>	<b>4967033</b>	<b>5615334</b>	<b>6532201</b>	<b>8034998</b>	<b>9167171</b>	<b>9506003</b>	<b>10142811</b>	<b>10142811</b>

SER 1613

27301273546-7

SHORELINE MONITORING AGREEMENTS

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(Latest Update 11/21/91)

LOCATION	AREA	DATE SIGNED	CONTRACT AMOUNT	OK'D DATE	ACTION TAKEN			INITIAL PAYMENT			WORKMANS COMPENSATION			TOTAL PAYMENT
					APPROVAL DATE	BY	DATE PAID	AMOUNT PAID	DATE PAID	AMOUNT PAID	DATE PAID	AMOUNT PAID		
Ahtook	Kodiak Island	9/18	\$40,000	10/04	O.R.Harrison	0/04	\$40,000	11/08	11/08	\$8,967.09		\$48,967.09		
Chenega	PWS	10/10	\$60,000	10/18	O.R.Harrison	0/16	\$60,000	11/07	11/14	\$3,922.00		\$63,922.00		
Chignik	Alutian Chain	9/10	\$40,000	9/11	H.W.Beathard	9/11	\$40,000		3/90	\$9,333.00		\$49,333.00		
English Bay	Kanal Peninsula	9/13	\$50,000	9/13	C.B.Logghe	9/27	\$50,000					\$50,000.00		
Homer	Kanal Peninsula	9/12	\$70,000	9/12	O.R.Harrison	9/13	\$70,000					\$70,000.00		
Karuk	Kodiak Island	9/18	\$40,000	10/04	O.R.Harrison	0/04	\$40,000	1/90	4/90	\$8,967.09		\$48,967.09		
Kodiak Bor.	Kodiak Island	9/17	\$70,000	10/02	C.B.Logghe	0/02	\$70,000					\$70,000.00		
Larsen Bay	Kodiak Island	9/23	\$70,000	10/04	O.R.Harrison	0/05	\$70,000	12/05	12/14	\$8,967.09		\$78,967.09		
Old Harbor	Kodiak Island	9/18	\$70,000	10/02	C.B.Logghe	0/02	\$70,000	10/25	11/06	\$8,967.09		\$78,967.09		
Ouzible	Kodiak Island	9/18	\$70,000	10/04	O.R.Harrison	0/04	\$70,000	10/30	11/03	\$8,967.09		\$78,967.09		
Perryville	Alutian Chain	9/27	\$40,000	10/05	C.B.Logghe	0/05	\$40,000	1/90	1/90	\$3,948.00		\$43,948.00		
Port Graham	Kanal Peninsula	10/04	\$50,000	10/05	C.B.Logghe	0/05	\$50,000	11/08	11/28	\$3,992.45		\$53,992.45		
Port Lions	Kodiak Island	9/30	\$70,000	10/04	D. Carpenter	0/05	\$70,000	11/07	12/05	\$8,967.09		\$78,967.09		
Seldovia	Kanal Peninsula	9/14	\$70,000	9/14	C.B.Logghe	9/27	\$70,000	5/90	5/90	\$9,350.00		\$79,350.00		
Seward	Kanal Peninsula	9/26	\$70,000	9/28	C.B.Logghe	0/01	\$70,000					\$70,000.00		
Tadliak	PWS	9/28	\$40,000	9/28	C.B.Logghe	0/01	\$40,000					\$40,000.00		
<b>TOTALS</b>			<b>\$920,000</b>				<b>\$920,000</b>			<b>\$84,347.99</b>		<b>\$1,004,347.99</b>		

SER 1614

27301273547-5



**SUMMARY OF COMMUNITY INFORMATION**

**OLD HARBOR**

**Exxon Company, U.S.A.  
NRDA and Litigation Support Group  
Houston, Texas**

SER 1615

**27301273558-2**

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TAB 13  
COMMUNITY PAYMENT SUMMARIES

This section contains information on community reimbursements contained in "Exxon's Response to Community and Native Needs." This section may contain part or all of the following:

- Government-Native Reimbursement Summary-1989.
- Government-Native Reimbursement Summary-1990.
- Government-Native Reimbursement Summary-1991.
- Payments to Boroughs, Cities, Villages, Native Regional Corporation and Native Regional Associations Vs. Time - Year 1989.
- Shoreline Monitoring Agreements.

SER 1616

17301273566-5

GOVERNMENT-NATIVE REIMBURSEMENT SUMMARY-1989

*Submit update 4/9/92*

LOCATION	DESCRIPTION	REC'D	AMOUNT REQUESTED	ACTION DATE	AMOUNT APPRD	DATE PAID	AMOUNT ADVANCED	AMOUNT PAID	REJECTED AMOUNT	VERIFIED ACCT.	APPROVED(PAY) BY:	
											COMMISSION OTHER	
Larson City	Reimbursement	8/1	7842	7/20	7842	7/20	0	7842	0	Yes	0 7842	
Larson City	Reimbursement	7/81	3087	7/20	3087	7/20	0	3087	0	Yes	0 3087	
Larson City	Winter Agreement	8/1	623	7/20	7000	10/24	7000	7000	-7000	Yes	7000 0	
Larson City	June & July	6/9	11242	8/11	11242	8/17	0	11242	0	Yes	11242 0	
Larson City	Aug. Sep.-City	10/18	7206	12/87	7206	12/18	0	7206	0	Yes	7206 0	
Larson City	Winter-In-Indian	12/24	8987	12/11	8987	12/14	0	8987	0	Yes	8987 0	
Larson Trib	Reimbursement	7/81	42302	7/11	42302	7/11	0	42302	0	Yes	42302 0	
Larson Trib	Ad. Aug. Sep.	7/81	6506	7/28	0	0	0	0	0	NA	0 0	
Larson Trib	Reimbursement	8/3	17932	8/4	21508	8/28	0	21508	4288	Yes	21508 0	
Larson Trib	Ad. Aug. Sep.	8/28	27328	10/21	12328	11/81	0	12328	25000	Yes	12328 0	
Larson Trib	Modified-J.A.S	11/27	24487	11/27	24487	11/27	0	24487	0	Yes	24487 0	
(Reconciliation: Requested \$48,281.78 + \$1,526.56 + \$7,326.22 = \$57,134.56 - See Br. dated 11/27/82.)												
LARSON BAY	SUB TOTAL		215345		182180		70000	182180	-30167		180820	11539
Old Harbor	Winter Agreement	6/81		8/18	70000	10/82	70000	70000	-70000	Yes	70000 0	
Old Harbor	Winter-In-Indian	10/25	8987	11/26	8987	11/28	0	8987	0	Yes	8987 0	
OLD HARBOR	SUB TOTAL		3987		78967		70000	78967	-70000		78967	0
Quibble	Reimbursement	4/79	243776	7/26	243776	7/26	0	243776	0	Yes	203778 0	
Quibble	Winter Agreement	6/81		8/18	70000	10/84	70000	70000	-70000	Yes	70000 0	
Quibble	Reimbursement	10/18	10081	12/11	8005	-12/28	0	8005	2008	Yes	8005 0	
Quibble	Refund	12/24	-12000	11/81	-12000	11/16	0	-12000	0	Yes	-12000 0	
Quibble	Winter-In-Indian	10/28	8987	11/23	8987	11/27	0	8987	0	Yes	8987 0	
QUIZZNEE	SUB TOTAL		98244		273246		70000	273246	-80008		299243	0
PERRYVILLE	Winter Agreement	8/81	0	9/27	40000	10/88	40000	40000	-40000	Yes	40000 0	
PERRYVILLE	SUB TOTAL		0		40000		40000	40000	-40000		40000	0

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GOVERNMENT-NATIVE REIMBURSEMENT SUMMARY-1890

*(Revised 4/19/92)*

Page 2 of 8

LOCATION	DESCRIPTION	REQD DATE	AMOUNT REQUESTED	ACTION DATE	APPROV DATE	PAID DATE	AMOUNT ADVANCED	AMOUNT PAID	AMOUNT REJECTED	REMARKS	VERIFIED ACCT.	APPROVED (P/UB) BY:
											COMPLIATION	OTHER
KANA	Reimb-O.M.D.	2/14	18287	5/28	7/3/90	8/1/90	0	73706	119186	3/2/90 Lu.	Yes	7/3/90
KANA	9 mos. extension	4/28	81860	5/28	7/4/90		0		16500	8/20/90-Dash MOA sent		
KANA	Reimb-9 mos.	8/14	23787	2/28	10/1/90	9/28/90	0	19718	4878	8/28/90-Agreement closed	Yes	10/1/90
KANA	Medical Services	8/21	34811	8/24	To July-waiting on further documentation from KANA							
KANA	SUB TOTAL		243444		146944		0	93426	172828			83426
KARLUK	Water-Overhead	1/17	8987	2/12	8/27	~4/01		8987	0		None	8/27
Kasul Bar.	Advance Agree.	8/28	-408643	8/28	-4/28/93	8/28	0	-408643	0			
Kodiak City	Reimb-S.O.M.D.	2/14	20498	2/28	10/74	NA	NA	0	11282	2/28/93-8004.18 adv-remains	NA	10/74
Kodiak City	9 mos extension	2/14	21686	2/28	0	0	0	0	21000	Lr. dated 2/28/90	NA	0
Kodiak City	Reimb-S.O.M.D.	8/18	508	8/18	2/17	NA	NA	0	-1618	8/18/93-64336.83 adv-remains		
Kodiak City	Reimb from City	8/13	-4837	8/13	0	8/13	NA	-4837	-4837	Reimb from city.		
KODIAK CITY	SUB TOTAL		47931		21081		0	-4837	25649			10074
Kodiak Bar.	Reimb 812-Insuff	2/28	41881	7/18	WJLT preparing response to 812 & 814.							
Kodiak Bar.	Reimb 812-D.J.P.	2/18	17418	4/28	Reimb to Ferry				17418	Lr. 4/4 - 4/2/90		
Kodiak Bar.	Reimb 814-Insuff	2/21	20877	7/18	WJLT preparing response to 812 & 814.							
Kodiak Bar.	Reimb 815-Logg	8/22	58186	4/28	Reimb to Ferry							
Kodiak Bar.	Reimb 816-Payrol	2/28	2428	4/13	Returned income to Ferry							
Kodiak Bar.	Reimb 817-Adm	8/18	18886	8/14	To Cassin for analysis							
Kodiak Bar.	Reimb 818-Payrol	8/18	8818	8/14	To Cassin for analysis							
KODIAK BDR.	SUB TOTAL		146879		0		0	0	48808			0
Old Harbor	CHDIOA	6/22	0	7/18	8/28	8/22	1808	1808	-688	MOA-7/18/90-Doc.	Yes	8/30
Old Harbor	CHDIOA	8/27	4438	8/28	4438	8/28	0	4438	0	MOA-7/18/90-Doc.	Yes	NA
OLD HARBOR	SUB TOTAL		4438		1808		1808	8038	-688			8/30

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Updated 11/26/91

PAYMENTS TO BOROUGHES, CITIES, VILLAGES, NATIVE REGIONAL CORPORATIONS  
AND NATIVE REGIONAL ASSOCIATIONS VS. TIME - YEAR 1989

LOCATION	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
<b>CITIES AND BOROUGHS</b>											
Carver	0	0	100350	90749	49015	63600	0	16740	0	0	320754
Kosof	0	0	0	10294	19148	70925	197700	32403	0	0	330470
Katmai Peninsula Borough	0	2000000	0	0	0	0	0	0	0	0	2000000
Kotlik (City)	0	0	0	0	0	0	26028	0	0	0	26028
Kotlik Island Borough	0	0	396403	38447	198822	0	437798	70000	0	0	1361490
Seldovia	0	0	0	0	0	0	123661	0	0	0	123661
Seward	0	0	0	0	25000	0	28895	103079	15785	0	170759
Valdez	0	0	240033	736441	0	164071	487714	231835	190579	143731	2214444
Whittier	0	0	12036	81831	70631	10283	71598	62838	22000	9930	341167
<b>CITIES/BOROUGHS MO. TOTALS</b>	<b>0</b>	<b>2000000</b>	<b>949024</b>	<b>977802</b>	<b>362616</b>	<b>308679</b>	<b>1391174</b>	<b>536913</b>	<b>228364</b>	<b>153661</b>	<b>6888233</b>
<b>CITIES/BOROUGHS ACCUM.</b>	<b>0</b>	<b>2000000</b>	<b>2949024</b>	<b>3904826</b>	<b>4269442</b>	<b>4378121</b>	<b>5969295</b>	<b>6506210</b>	<b>6734574</b>	<b>6888233</b>	
<b>NATIVE ORGAN./LOCATIONS</b>											
Akiak	0	0	0	0	0	9157	0	40000	8967	0	51124
Chenaig	0	0	115000	0	0	0	0	114077	8922	318828	548619
Chignik	0	0	0	0	487	1494	40000	0	0	0	42181
Chugach Alaska Corporation	0	0	0	587600	0	363639	0	0	71434	23323	960996
Hick Bay	0	0	0	0	0	0	50000	0	0	0	50000
Iliuk	0	0	0	0	0	0	0	40000	0	0	40000
Kodiak Area Native Assoc.	0	0	0	0	0	200000	0	0	0	100000	300000
Larsen Bay	0	0	0	0	60841	21566	11242	70000	12338	16173	192160
Old Harbor	0	0	0	0	0	0	0	70000	8967	0	78967
Ouzinkie	0	0	0	0	203776	0	0	78000	-4533	6023	273248
Perryville	0	0	0	0	0	0	0	40000	0	0	40000
Port Graham	0	0	0	0	0	0	0	50000	3992	17809	71801
Port Lions	0	37500	18750	0	0	15931	0	70000	0	8967	151168
Tadivik	0	0	976	381	381	381	381	40381	381	0	43262
The North Pacific Rim	0	0	400000	0	0	0	0	0	0	0	400000
<b>NATIVE MONTHLY TOTALS</b>	<b>0</b>	<b>37500</b>	<b>534726</b>	<b>507981</b>	<b>263605</b>	<b>608188</b>	<b>101623</b>	<b>405258</b>	<b>170448</b>	<b>483167</b>	<b>3254576</b>
<b>NATIVE ACCUMULATED TOTALS</b>	<b>0</b>	<b>37500</b>	<b>572226</b>	<b>1080207</b>	<b>1343892</b>	<b>1954080</b>	<b>2057703</b>	<b>2660961</b>	<b>2771429</b>	<b>3254576</b>	
<b>GRAND ACCUMULATED TOTALS</b>	<b>0</b>	<b>2037500</b>	<b>3521250</b>	<b>4982703</b>	<b>5615336</b>	<b>6532201</b>	<b>8024998</b>	<b>9167171</b>	<b>9506003</b>	<b>10142811</b>	<b>10142811</b>

SER 1619

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SHORELINE MONITORING AGREEMENTS

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(Latest Update 11/21/81)

LOCATION	AREA	DATE SIGNED	CONTRACT AMOUNT	APPROVAL DATE	APPROVAL BY	ACTION TAKEN		INITIAL PAYMENT		WORKMANS COMPENSATION		TOTAL PAYMENT
						OK'D DATE	BY	PAID	REC'D DATE	PAID	AMOUNT	
Adiak	Kodiak Island	8/18	\$40,000	10/04	O.R.Harrison	0/04		\$40,000	11/08	11/08	\$8,967.08	\$48,967.08
Chemega	PWS	10/10	\$60,000	10/10	O.R.Harrison	0/10		\$60,000	11/07	11/14	\$3,822.00	\$63,822.00
Chignik	Aleutian Chain	8/10	\$40,000	8/11	H.W.Beathard	8/11		\$40,000	3/90		\$8,333.00	\$48,333.00
English Bay	Kenai Peninsula	8/13	\$50,000	8/13	C.B.Loggje	8/27		\$50,000				\$50,000.00
Homeer	Kenai Peninsula	8/12	\$70,000	8/12	O.R.Harrison	8/13		\$70,000				\$70,000.00
Karuk	Kodiak Island	8/18	\$40,000	10/04	O.R.Harrison	0/04		\$40,000	1/90	4/90	\$8,967.08	\$48,967.08
Kodiak Box	Kodiak Island	8/17	\$70,000	10/02	C.B.Loggje	0/02		\$70,000				\$70,000.00
Larsen Bay	Kodiak Island	8/23	\$70,000	10/04	O.R.Harrison	0/05		\$70,000	12/05	12/14	\$8,967.08	\$78,967.08
Old Harbor	Kodiak Island	8/18	\$70,000	10/02	C.B.Loggje	0/02		\$70,000	10/28	11/08	\$8,967.08	\$78,967.08
Ouzinkie	Kodiak Island	8/18	\$70,000	10/04	O.R.Harrison	0/04		\$70,000	10/30	11/03	\$8,967.08	\$78,967.08
Perryville	Aleutian Chain	8/27	\$40,000	10/05	C.B.Loggje	0/05		\$40,000	1/90	1/90	\$3,948.00	\$43,948.00
Port Graham	Kenai Peninsula	10/04	\$60,000	10/05	C.B.Loggje	0/05		\$60,000	11/08	11/28	\$1,982.45	\$61,982.45
Port Lions	Kodiak Island	8/30	\$70,000	10/04	D. Carpenter	0/05		\$70,000	11/07	12/05	\$8,967.08	\$78,967.08
Salida	Kenai Peninsula	8/14	\$70,000	8/14	C.B.Loggje	8/27		\$70,000	5/90	5/90	\$8,350.00	\$78,350.00
Seeward	Kenai Peninsula	8/28	\$70,000	8/28	C.B.Loggje	0/01		\$70,000				\$70,000.00
Tadstak	PWS	8/28	\$40,000	8/28	C.B.Loggje	0/01		\$40,000				\$40,000.00
<b>TOTALS</b>			<b>\$620,000</b>					<b>\$620,000</b>			<b>\$84,347.88</b>	<b>\$1,004,347.88</b>

SER 1620

27301273570-7

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**SUMMARY OF COMMUNITY INFORMATION**

**KODIAK ISLAND BOROUGH**

**Exxon Company, U.S.A.  
NRDA and Litigation Support Group  
Houston, Texas**

SER 1621

27301273583-0

Q11 LITIGATION WORK PRODUCT  
OF EXXON  
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TAB 13  
COMMUNITY PAYMENT SUMMARIES

This section contains information on community reimbursements contained in "Exxon's Response to Community and Native Needs." This section may contain part or all of the following:

- Government-Native Reimbursement Summary-1989.
- Government-Native Reimbursement Summary-1990.
- Government-Native Reimbursement Summary-1991.
- Payments to Boroughs, Cities, Villages, Native Regional Corporation and Native Regional Associations Vs. Time - Year 1989.
- Shoreline Monitoring Agreements.

SER 1622

27301273593-9



GOVERNMENT-NATIVE REIMBURSEMENT SUMMARY-1988

*Handwritten:* 10/27/88, 10/27/88, 10/27/88

LOCATION	DESCRIPTION	RECT	AMOUNT	DATE	ACTION	AMOUNT	DATE	PAID	ADVANCED	AMOUNT	PAID	REJECTED	AMOUNT	REMARKS	VERIFIED	ACCT. COMMISSION	APPROVED(PAID) BY:	OTHER
Kodiak Bar.	Fuel Invoice	476	36000	11/84		32241	11/70		0	NA	NA	34487	0	Credit against advance	NA		Yes	0
Kodiak Bar.	Advance	478	0	6/08	300000	0/08	0/08	300000	300000	300000	300000	-300000	0	Advanced against Invoice	Yes		300000	0
Kodiak Bar.	Adv & Reimburs	571	11223	5/12	111223	5/13	5/13	100000	100000	111223	111223	-100000	0	Two miles by accounting	Yes		111223	0
Kodiak Bar.	Reimbursment	577	185340	5/75	185340	5/78	5/78	0	0	185340	185340	0	0		Yes		185340	0
Kodiak Bar.	Reimbursment	578	34487	5/14	34487	5/14	5/14	0	0	34487	34487	0	0		Yes		34487	0
Kodiak Bar.	Reimbursment	579	203280	7/08	186222	7/08	7/08	0	0	186222	186222	425	0		Yes		186222	0
Kodiak Bar.	Reimbursment	718	128255	9/82	87796	9/85	9/85	0	0	87796	87796	70420	0	Summary Letter 8/2/88	Yes		87796	0
Kodiak Bar.	Advance	718	0	9/82	400000	8/05	8/05	400000	400000	400000	400000	-400000	0	Summary Letter 8/2/88	Yes		400000	0
Kodiak Bar.	Reimbursment	871	142533	11/04	73362			0	0	NA	NA	88171	0	Credit against advance	NA		Yes	0
Kodiak Bar.	Reimbursment	874	136878	11/04	29882			0	0	NA	NA	104026	0	Credit against advance	NA		Yes	0
Kodiak Bar.	Reimbursment	878	20503	11/04	11481			0	0	NA	NA	18383	0	Credit against advance	NA		Yes	0
Kodiak Bar.	Winter Agreement	901	0	8/17	70000	10/82		70000	70000	70000	70000	-70000	0	Escon Agreement-Indo	Not		70000	0
Kodiak Bar.	Whit List	907	649733	9/12	0			0	0	0	0	649733	0	Letter to Sully 8/12	NA		0	0
Kodiak Bar.	Reimbursment	972	84728	11/04	28814			0	0	NA	NA	34808	0	Credit against advance	NA		Yes	0
Kodiak Bar.	Reimbursment	1176	156408	1/11	30003			0	0	NA	NA	83488	0	Credit-LR dated 1/23/88	NA		Yes	0
Kodiak Bar.	Reimb #11	1278	18037	1/11	To cost for sample					Not	Not	Not	0		Not		Not	0
KODIAK	SUB TOTAL		967795		147753			87600	87600	136108	136108	618205	0				136108	0
Kodiak City	Advance	801	70044	8/04	30328	8/17	8/17	30328	30328	30328	30328	52088	0	Letter dated 8/1/88	Yes		30328	0
Kodiak City	Advance	1183	24880	10/12	0			0	0	0	0	24008	0	LR dated 12/1/88	NA		0	0
KODIAK	SUB TOTAL		102094		30328			30328	30328	30328	30328	76096	0				30328	0

SER 1623

27301273594-7

GOVERNMENT-MATIVE REIMBURSEMENT SUMMARY-1990

*Not used 6/22/90 to 7/1/90*

LOCATION	DESCRIPTION	DATE REQUESTED	AMOUNT REQUESTED	ACTION DATE	APPROV PAID	DATE PAID	AMOUNT ADVANCED	AMOUNT PAID	REJECTED AMOUNT	VERIFIED	APPROVED & PAID BY:
										ACCT. COM. LIN/BOON	OTHER
KANA	Police-O.N.D.J	2/14	152687	6/08	7/1/88	6/16	0	73706	118140	Yes	73706
KANA	6 memo-advance	4/28	81960	5/20	7/2/20		0		16598	MOA-7/1/88-MOA sent	
KANA	Police-O.N.D.J	8/14	23787	8/08	10/18	8/09	0	19719	4978	MOA-7/1/88-Agreement closed	19719
KANA	Medical Services	8/11	24511	8/21	To body-walking on target documentation from KANA						
KANA	SUB TOTAL		343444		168846		0	83426	142826		83426
KARLUK	Winter-ice/Police	1/17	2867	3/12	8/67	~4/01		2867	0	NA	2867
Karluk Bar.	Advance Agree.	2/08	-428643	2/08	-428643	3/08	0	-428643	0		
Kodiak City	Police-O.N.D.J	2/14	26466	3/28	10/74	NA	NA	0	11262	3/28/88-88664.18 adv remains	19074
Kodiak City	6 memo advance	2/14	21600	3/28	0		0	0	21600	Lt. dead 3/28/88	0
Kodiak City	Police-O.N.D.J	5/16	802	6/18	8/17	NA	NA	0	-1516	8/16/88-84634.83 adv remains	0
Kodiak City	Police from City	8/13	-4837	8/13	0	8/15	NA	-4837	-4837	Police from city	
KODIAK CITY	SUB TOTAL		67931		21001		0	-4837	25648		19074
Kodiak Bar.	Police #12-Insuff	2/08	41881	7/18	WRST preparing response to #12 & #14.						
Kodiak Bar.	Police #13-D.J.F.	5/19	37418	4/88	Returned to Puerry				17418	Lt. dead -4/28/88	
Kodiak Bar.	Police #14-Insuff	3/21	20877	7/18	WRST preparing response to #12 & #14.						
Kodiak Bar.	Police #15-Legal	3/22	28186	4/88	Returned to Puerry				28186	Lt. dead -4/28/88	
Kodiak Bar.	Police #16-Puerry	5/08	2422	4/18	Returned memo to Puerry						
Kodiak Bar.	Police #17-Memo	6/18	18096	8/14	To Combs for analysis						
Kodiak Bar.	Police #18-Puerry	8/18	8813	8/14	To Combs for analysis						
KODIAK BAR.	SUB TOTAL		148879		0		0	0	48808		0
Old Harbor	O BOTOA	5/22	0	7/16	8/20	5/22	1800	1800	-8038	MOA-7/1/88-MOA.	6630
Old Harbor	O BOTOA	8/20	4430	8/28	4/30	8/03		4430	0	MOA-7/1/88-MOA.	NA
OLD HARBOR	SUB TOTAL		4430		10390		1800	6630	-8038		6630

SER 1624

27301273595-4

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Updated 11/26/91

PAYMENTS TO BOROUGHES, CITIES, VILLAGES, NATIVE REGIONAL CORPORATIONS  
AND NATIVE REGIONAL ASSOCIATIONS VS. TIME - YEAR 1989

LOCATION	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
<b>CITIES AND BOROUGHES</b>											
Cordova	0	0	100350	90749	49019	63400	0	16740	0	0	320254
Kenai	0	0	0	10294	19148	70923	197700	32403	0	0	330470
Kenai Peninsula Borough	0	2000000	0	0	0	0	0	0	0	0	2000000
Kodiak (City)	0	0	0	0	0	0	26028	0	0	0	26028
Kodiak Island Borough	0	0	596403	38447	198822	0	437798	70000	0	0	1361690
Seldovia	0	0	0	0	0	0	123441	0	0	0	123441
Seward	0	0	0	0	25000	0	24895	103079	15785	0	170759
Valdez	0	0	240033	73644	0	164071	487714	251853	190579	143731	2214444
Whittier	0	0	12036	81831	70631	10283	71598	42838	22000	9930	341147
<b>CITIES/BOROUGHES MO. TOTALS</b>	<b>0</b>	<b>2000000</b>	<b>949024</b>	<b>957802</b>	<b>342814</b>	<b>308679</b>	<b>1391174</b>	<b>538913</b>	<b>228344</b>	<b>153441</b>	<b>6882233</b>
<b>CITIES/BOROUGHES ACCUM.</b>	<b>0</b>	<b>2000000</b>	<b>2949024</b>	<b>3906826</b>	<b>4289442</b>	<b>4378121</b>	<b>5969295</b>	<b>6506210</b>	<b>4734376</b>	<b>6882233</b>	
<b>NATIVE ORGAN./LOCATIONS</b>											
Akiak	0	0	0	0	0	5157	0	40000	8967	0	54124
Chena	0	0	115000	0	0	0	0	114877	8922	310820	546619
Chignik	0	0	0	0	687	1494	40000	0	0	0	42181
Chugach Alaska Corporation	0	0	0	507600	0	343639	0	0	71434	23323	969996
Iliak Bay	0	0	0	0	0	0	50000	0	0	0	50000
Iliuk	0	0	0	0	0	0	0	40000	0	0	40000
Kodiak Area Native Assoc.	0	0	0	0	0	200000	0	0	0	100000	300000
Larsen Bay	0	0	0	0	60841	21546	11242	70000	12338	14173	192160
Old Harbor	0	0	0	0	0	0	0	70000	8967	0	79967
Quinhagak	0	0	0	0	203776	0	0	70000	-4533	6000	273248
Perryville	0	0	0	0	0	0	0	40000	0	0	40000
Port Graham	0	0	0	0	0	0	0	50000	3992	17899	71891
Port Lions	0	37500	18750	0	0	15951	0	70000	0	8967	151168
Tatitlek	0	0	978	381	381	381	381	40381	381	0	43262
The North Pacific Rim	0	0	400000	0	0	0	0	0	0	0	400000
<b>NATIVE MONTHLY TOTALS</b>	<b>0</b>	<b>37500</b>	<b>534726</b>	<b>507981</b>	<b>265485</b>	<b>608188</b>	<b>101623</b>	<b>603258</b>	<b>110448</b>	<b>403147</b>	<b>3254576</b>
<b>NATIVE ACCUMULATED TOTALS</b>	<b>0</b>	<b>37500</b>	<b>572226</b>	<b>1080207</b>	<b>1343892</b>	<b>1954080</b>	<b>2053703</b>	<b>2666961</b>	<b>2771429</b>	<b>3254576</b>	
<b>GRAND ACCUMULATED TOTALS</b>	<b>0</b>	<b>2037500</b>	<b>3321250</b>	<b>4987033</b>	<b>5413334</b>	<b>6532201</b>	<b>8024998</b>	<b>9167171</b>	<b>9506003</b>	<b>10743811</b>	<b>10743811</b>

SER 1625

27301273596-2

SHORELINE MONITORING AGREEMENTS

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(Latest Update 11/21/81)

LOCATION	AREA	DATE SIGNED	CONTRACT AMOUNT	OK'D DATE	ACTION TAKEN		INITIAL PAYMENT		WORKMAN'S COMPENSATION		TOTAL PAYMENT
					APPROVAL DATE	APPROVAL BY	DATE PAID	AMOUNT PAID	DATE PAID	AMOUNT PAID	
Alukok	Kodiak Island	9/16	\$40,000	10/04	10/04	O.R.Harrison	0/04	\$40,000	11/08	11/08	\$48,967.09
Cheneaga	PWS	10/10	\$60,000	10/10	10/10	O.R.Harrison	0/19	\$60,000	11/07	11/14	\$43,822.00
Chignik	Aleutian Chain	9/10	\$40,000	9/10	9/11	H.W.Beachard	9/11	\$40,000		3/90	\$48,333.00
English Bay	Kanal Peninsula	9/13	\$50,000	9/13	9/27	C.B.Loggie	9/27	\$50,000			\$50,000.00
Homer	Kanal Peninsula	9/12	\$70,000	9/12	9/12	O.R.Harrison	9/13	\$70,000			\$70,000.00
Kuruk	Kodiak Island	9/18	\$40,000	10/04	10/04	O.R.Harrison	0/04	\$40,000	1/90	4/90	\$48,967.09
Kodiak Bar.	Kodiak Island	9/17	\$70,000	10/02	10/02	C.B.Loggie	0/02	\$70,000			\$70,000.00
Larsen Bay	Kodiak Island	9/23	\$70,000	10/04	10/04	O.R.Harrison	0/05	\$70,000	12/05	12/14	\$48,967.09
Old Harbor	Kodiak Island	9/18	\$70,000	10/02	10/02	C.B.Loggie	0/02	\$70,000	10/25	11/08	\$48,967.09
Ouzinkie	Kodiak Island	9/18	\$70,000	10/04	10/04	O.R.Harrison	0/04	\$70,000	10/30	11/03	\$48,967.09
Perryville	Aleutian Chain	9/27	\$40,000	10/05	10/05	C.B.Loggie	0/05	\$40,000	1/90	1/90	\$43,848.00
Port Graham	Kanal Peninsula	10/04	\$50,000	10/05	10/05	C.B.Loggie	0/05	\$50,000	11/08	11/28	\$53,892.45
Port Lions	Kodiak Island	9/30	\$70,000	10/04	10/04	D. Carpenter	0/05	\$70,000	11/07	12/05	\$48,967.09
Seldovia	Kanal Peninsula	9/14	\$70,000	9/14	9/27	C.B.Loggie	9/27	\$70,000	5/90	5/90	\$48,350.00
Seward	Kanal Peninsula	9/26	\$70,000	9/28	9/28	C.B.Loggie	0/01	\$70,000			\$70,000.00
Tadliak	PWS	9/28	\$40,000	9/28	9/28	C.B.Loggie	0/01	\$40,000			\$40,000.00
<b>TOTALS</b>			<b>\$820,000</b>					<b>\$820,000</b>			<b>\$64,347.99</b>

SER 1626

27301273597-0

SUMMARY OF COMMUNITY INFORMATION

**OUZINKIE**

Exxon Company, U.S.A.  
NRDA and Litigation Support Group  
Houston, Texas

SER 1627

27301271605-1

OIL SPILL LITIGATION WORK PRODUCT  
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**TAB 13**  
**COMMUNITY PAYMENT SUMMARIES**

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- Government-Native Reimbursement Summary-1990.
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- Shoreline Monitoring Agreements.

SER 1628

17301273613-5

GOVERNMENT-NATIVE REIMBURSEMENT SUMMARY-1949

*10/10/49 10/10/49*

LOCATION	DESCRIPTION	REQD DATE	AMOUNT REQUESTED	ACTION DATE	APPROVD DATE	DATE PAID	AMOUNT ADVANCED	AMOUNT PAID	AMOUNT REFLECTED	REMARKS	VERIFIED ACCT.	APPROVED(PAID) BY:
Larson City	Reimbursement	8/21	7442	7/26	7/42	7/26	0	7442	0	0 checks-Larson City	Yes	0 7442
Larson City	Reimbursement	7/81	2687	7/26	2687	7/26	0	2687	0	0 Included above into other.	Yes	0 2687
Larson City	Winter Agreement	8/01	70000	8/23	70000	10/04	70000	70000	-70000	Exam Agreement-NoDoc	Yes	70000 0
Larson City	June 8 July	8/08	11242	8/11	11242	8/17	0	11242	0	0	Yes	11242 0
Larson City	Aug-Sep-City	10/13	7200	12/07	7200	12/15	0	7200	0	0 Reasonable & Non Recurring	N/pt	7200 0
Larson City	Winter-Indianland	12/26	8887	12/11	3887	12/14	0	8887	0	0 Exam Initiated Program	N/pt	8887 0
Larson Trib	Reimbursement	7/81	48202	7/11	48202	7/11	0	48202	0	0	Yes	48202 0
Larson Trib	Jul-Aug-Sep.	7/26	48000	7/26	0	0	0	48000	0	0 Returned-reimbursed 8000	NA	0 0
Larson Trib	Reimbursement	8/00	21600	8/04	21600	8/09	0	21600	0	0	Yes	21600 0
Larson Trib	Jul-Aug-Sep.	8/00	12228	10/21	12228	11/01	0	12228	0	25487 Letter dated 10/20/49	N/pt	12228 0
Larson Trib	Modified-J.A.S	11/27	25487	Duplicate requests-need to resolve difference-to Des Moines 1/50								
Photocopy: Programmed = 940,381.75 + 21,626.00 + 27,826.22 = \$1,049,753.89-See lr. dated 1/27/88.												
LARSEN BAY	SUB TOTAL		225245		182100		70000	182100	-30187			180620 11130
Old Harbor	Winter Agreement	8/01	8410	8/10	70000	10/02	70000	70000	-70000	Exam Agreement-NoDoc	Yes	70000 0
Old Harbor	Winter-Indianland	10/13	8887	11/08	8887	11/08	0	8887	0	0 Exam Initiated Program	Yes	8887 0
OLD HARBOR	SUB TOTAL		8887		71887		70000	71887	-70000			71887 0
Quakale	Particular account	4/29	203776	7/29	203776	7/26	0	203776	0	0	Yes	203776 0
Quakale	Winter Agreement	8/01	8710	8/10	70000	10/04	70000	70000	-70000	Exam Agreement-NoDoc	Yes	70000 0
Quakale	Reimbursement	10/10	10001	10/11	8000	10/28	0	8000	2000	0 Exam Initiated 12/7/49	N/pt	8000 0
Quakale	Reimbursement	10/24	12000	11/01	12000	11/18	0	12000	0	0 Letter accepting offer	Yes	12000 0
Quakale	Winter-Indianland	10/26	8887	11/03	8887	11/07	0	8887	0	0 Exam Initiated Program	Yes	8887 0
QUAKALE	SUB TOTAL		508244		573240		70000	573240	-80000			288240 0
PERRYVILLE	Winter Agreement	8/01	0	8/27	40000	10/06	40000	40000	-40000	Exam Agreement-NoDoc	N/pt	40000 0
PERRYVILLE	SUB TOTAL		0		40000		40000	40000	-40000			40000 0

27301273614-3

GOVERNMENT-NATIVE REIMBURSEMENT SUMMARY-1999

LOCATION	DESCRIPTION	DATE REC'D	AMOUNT REQUESTED	ACTION DATE	AMOUNT APPROV	DATE PAID	AMOUNT ADVANCED	AMOUNT PAID	AMOUNT REJECTED	REMARKS	VERIFIED ACCT.	COM LAMON	APPROVED (PAID) BY:	OTHER
Outsiders	Panel Car	2/20	3000	2/20	2350	2/20	0	2350	1648	Lt 2/20 - paid \$58/day			2350	0
Porterville	Winter-Insulated	1/81	2000	1/21	2000	1/22	0	2000	0		Yes		2000	0
Porterville	Winter-Insulated	3/27	842	3/13	842	~3/13	0	842	0		Yes		842	0
FERRIVILLE	SUB TOTAL		2042		2042		0	2042	0				2042	0
Port Graham	CREDIT	4/81	21000	7/20	12500		0	0	9100	MOA signed 7/20/99				0
Port Graham	CREDIT	8/13	8415	8/15	7841	8/19	0	7841	1234	Due for MOA of 7/20/99	Yes		7841	0
Port Graham	CREDIT	9/04	8114	9/05	4818	9/11	0	4818	108	8/11 Lt. - Ende MOA	Yes		4818	0
PORT GRAHAM	SUB TOTAL		36529		25650		0	12660	10629				12660	0
Port Llane	CREDIT	7/19	0	7/15	6410	7/19	5000	5000	-4619	MOA-7/19/99-Due-Lt 7/19	Yes		5000	0
Port Llane	CREDIT	8/26	4819	8/08	4819	8/08	0	4819	0	7/19 MOA Due, provided	Yes		4819	0
PORT LLANE	SUB TOTAL		4819		14029		5000	9619	-4619				9619	0
Subsiders	Workers Camp	5/81	6288	5/19	5260		0	0	0	5/21 Lt-Client-Comp-Equity	NA		NA	NA
Subsiders	Panama												NA	NA
Subsiders	Panel Truck												NA	NA
SELDONA	SUB TOTAL		6288		6260		0	0	0				0	0

8/19-Amount sent for log house project.  
 8/27 Provided all outstanding items, including equipment.

SER 1630

27301273615-C



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 Updated 11/26/91

ATTENDS TO BOROUGH, CITIES, VILLAGES, NATIVE (INDIAN) CORPORATIONS  
 AND NATIVE REGIONAL ASSOCIATIONS VS. TIME - YEAR 1989

LOCATION	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
<b>CITIES AND BOROUGHS</b>											
Cordova	0	0	100350	90749	49015	43400	0	16740	0	0	320254
Kosar	0	0	0	10294	19148	70925	197700	32403	0	0	330470
Kasil Peninsula Borough	0	2000000	0	0	0	0	0	0	0	0	2000000
Kodiak (City)	0	0	0	0	0	0	26028	0	0	0	26028
Kodiak Island Borough	0	0	594603	38447	198822	0	457798	70000	0	0	1361690
Seldovia	0	0	0	0	0	0	123441	0	0	0	123441
Seward	0	0	0	0	25000	0	24893	103079	15785	0	178759
Valdez	0	0	240033	734481	0	164071	487714	251855	190579	143731	2214444
Whittier	0	0	12036	81831	70631	10283	71598	62838	22000	9930	341167
<b>CITIES/BOROUGHS MO. TOTALS</b>	<b>0</b>	<b>2000000</b>	<b>949024</b>	<b>957802</b>	<b>342616</b>	<b>308679</b>	<b>1391174</b>	<b>534915</b>	<b>228344</b>	<b>153441</b>	<b>688223</b>
<b>CITIES/BOROUGHS ACCUM.</b>	<b>0</b>	<b>2000000</b>	<b>2949024</b>	<b>3906826</b>	<b>4269442</b>	<b>4578121</b>	<b>5969295</b>	<b>6506210</b>	<b>6734574</b>	<b>688223</b>	
<b>NATIVE ORGAN./LOCATIONS</b>											
Ahtik	0	0	0	0	0	3157	0	40000	8967	0	54124
Chenaux	0	0	115000	0	0	0	0	114877	8932	310820	549619
Chignik	0	0	0	0	687	1494	40000	0	0	0	42181
Chugach Alaska Corporation	0	0	0	507600	0	363639	0	0	71434	23323	945996
Iliak Bay	0	0	0	0	0	0	50000	0	0	0	50000
Iliak	0	0	0	0	0	0	0	40000	0	0	40000
Kodiak Area Native Assoc.	0	0	0	0	0	200000	0	0	0	100000	300000
Larsen Bay	0	0	0	0	60841	21546	11242	70000	12338	16173	192160
Old Harbor	0	0	0	0	0	0	0	70000	8967	0	78967
Quintile	0	0	0	0	203776	0	0	70000	-4333	4005	273448
Perryville	0	0	0	0	0	0	0	40000	0	0	40000
Port Graham	0	0	0	0	0	0	0	50000	3992	17809	71811
Port Laramie	0	37500	18730	0	0	15931	0	70000	0	8967	131168
Yatitlak	0	0	976	381	381	381	381	40381	381	0	43262
The North Pacific Rim	0	0	400000	0	0	0	0	0	0	0	400000
<b>NATIVE MONTHLY TOTALS</b>	<b>0</b>	<b>37500</b>	<b>534726</b>	<b>507981</b>	<b>265485</b>	<b>608188</b>	<b>101623</b>	<b>603258</b>	<b>110448</b>	<b>483147</b>	<b>3254376</b>
<b>NATIVE ACCUMULATED TOTALS</b>	<b>0</b>	<b>37500</b>	<b>572226</b>	<b>1080207</b>	<b>1345892</b>	<b>1954080</b>	<b>2035703</b>	<b>2660961</b>	<b>2771429</b>	<b>3254376</b>	
<b>GRAND ACCUMULATED TOTALS</b>	<b>0</b>	<b>2037500</b>	<b>3521250</b>	<b>4967033</b>	<b>5413334</b>	<b>6532201</b>	<b>8024998</b>	<b>9167171</b>	<b>9506903</b>	<b>10142811</b>	

SER 1631

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SHORELINE MONITORING AGREEMENTS

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(Latest Update 11/21/81)

LOCATION	AREA	DATE			CONTRACT		ACTION TAKEN			INITIAL PAYMENT			WORKMANS COMPENSATION		TOTAL PAYMENT
		SIGNED	OK'D	DATE	APPROVAL	BY	AMOUNT	PAID	DATE	REC'D	DATE	AMOUNT	PAID		
Alhik	Kodiak Island	8/18	8/18	10/04	10/04	O.R.Harrison	840,000	840,000	11/08	11/08	840,000	840,000	11/08	840,000	840,000.00
Chenege	PWS	10/10	10/10	10/10	10/10	O.R.Harrison	840,000	840,000	11/07	11/14	840,000	840,000	11/14	840,000	840,000.00
Chignik	Aleutian Chain	8/10	8/10	8/11	8/11	H.W.Beastard	850,000	850,000	8/27		850,000	850,000	3/90	850,000	850,000.00
English Bay	Kanal Peninsula	8/13	8/13	8/13	8/27	C.B.Logg	870,000	870,000	8/12	8/12	870,000	870,000		870,000	870,000.00
Homer	Kanal Peninsula	8/12	8/12	8/12	8/12	O.R.Harrison	840,000	840,000	10/04	10/04	840,000	840,000	1/80	840,000	840,000.00
Karluk	Kodiak Island	8/18	8/17	10/02	10/02	C.B.Logg	870,000	870,000	0/02		870,000	870,000	12/05	870,000	870,000.00
Kodiak Bar	Kodiak Island	8/23	8/23	10/04	10/04	O.R.Harrison	870,000	870,000	10/02	10/02	870,000	870,000	11/08	870,000	870,000.00
Larsen Bay	Kodiak Island	8/18	8/18	10/02	10/02	C.B.Logg	870,000	870,000	10/04	10/04	870,000	870,000	11/03	870,000	870,000.00
Old Harbor	Kodiak Island	8/18	8/18	10/04	10/04	O.R.Harrison	840,000	840,000	10/06	10/06	840,000	840,000	1/80	840,000	840,000.00
Quashnet	Kodiak Island	8/27	8/27	10/06	10/06	C.B.Logg	850,000	850,000	10/06	10/06	850,000	850,000	11/28	850,000	850,000.00
Perryville	Aleutian Chain	10/04	10/04	10/06	10/06	C.B.Logg	870,000	870,000	10/04	10/04	870,000	870,000	11/07	870,000	870,000.00
Port Graham	Kanal Peninsula	8/30	8/30	8/14	8/27	D. Carpenter	870,000	870,000	8/28	8/28	870,000	870,000	5/80	870,000	870,000.00
Port Lions	Kodiak Island	8/14	8/14	8/28	8/28	C.B.Logg	840,000	840,000	8/28	8/28	840,000	840,000		840,000	840,000.00
Seddon	Kanal Peninsula	8/26	8/26	8/26	8/26	C.B.Logg	840,000	840,000	8/26	8/26	840,000	840,000		840,000	840,000.00
Seward	Kanal Peninsula	8/28	8/28	8/28	8/28	C.B.Logg	840,000	840,000	8/28	8/28	840,000	840,000		840,000	840,000.00
Taluk	PWS														
<b>TOTALS</b>							<b>8920,000</b>	<b>8920,000</b>			<b>8920,000</b>	<b>8920,000</b>		<b>8920,000</b>	<b>8920,000.00</b>

SER 1632

27301273617-6



IN THE SUPERIOR COURT FOR THE STATE OF ALASKA  
THIRD JUDICIAL DISTRICT, AT ANCHORAGE

In re: )  
EXXON VALDEZ OIL SPILL LITIGATION )

THIS DOCUMENT RELATES TO:

Case No.: 3KO-89-264 )  
Kodiak Island Borough v. )  
Exxon Corporation, et al., )

Case No. 3KO-92-134 )  
City of Seward, et al. v. )  
Exxon Corporation, et al., )

Case No. 3AN-89-4827A )  
Chugach Alaska Corporation, et al., )  
v. )  
Exxon Corporation et al., )

Case No. 3AN-89-4827A )  
Chenega et al., v. )  
Exxon Corporation, et al., )

Case No.: 3AN-89-2533 Civil  
(Consolidated)

JURY VERDICT FORM

Chugach Alaska Corporation

1. We the jury find land damages in the amount of:  
\$ 2,075,015.57.
2. We the jury find archaeological damages in the amount of:  
\$ 728,803.10.

Arnold L. Owen  
Jury Foreperson  
September 24, 1994

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

THIRD JUDICIAL DISTRICT, AT ANCHORAGE

In re: )  
EXXON VALDEZ OIL SPILL LITIGATION )

THIS DOCUMENT RELATES TO:

Case No.: 3KO-89-264 )  
Kodiak Island Borough v. )  
Exxon Corporation, et al., )

Case No. 3KO-92-134 )  
City of Seward, et al. v. )  
Exxon Corporation, et al., )

Case No. 3AN-89-4827A )  
Chugach Alaska Corporation, et al., )  
v. )  
Exxon Corporation et al., )

Case No. 3AN-89-4827A )  
Chenega et al., v. )  
Exxon Corporation, et al., )

Case No.: 3AN-89-2533 Civil  
(Consolidated)

JURY VERDICT FORM

Chenega Corporation

1. We the jury find land damages in the amount of:  
\$3,196,934.41.

2. We the jury find archaeological damages in the amount of:  
\$665,120.62.

Arnold Lee Owen  
Jury Foreperson  
September 24, 1994

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA  
THIRD JUDICIAL DISTRICT, AT ANCHORAGE

In re: )  
EXXON VALDEZ OIL SPILL LITIGATION )

THIS DOCUMENT RELATES TO:

Case No.: 3KO-89-264 )  
Kodiak Island Borough v. )  
Exxon Corporation, et al., )

Case No. 3KO-92-134 )  
City of Seward, et al. v. )  
Exxon Corporation, et al., )

Case No. 3AN-89-4827A )  
Chugach Alaska Corporation, et al., )  
v. )  
Exxon Corporation et al., )

Case No. 3AN-89-4827A )  
Chenega et al., v. )  
Exxon Corporation, et al., )

Case No.: 3AN-89-2533 Civil  
(Consolidated)

JURY VERDICT FORM

The Eyak Corporation

We the jury find land damages in the amount of:

\$ 0

*Harold Lee Jensen*  
Jury Foreperson  
September 24, 1994

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA  
THIRD JUDICIAL DISTRICT, AT ANCHORAGE

In re: )  
EXXON VALDEZ OIL SPILL LITIGATION )

THIS DOCUMENT RELATES TO:

Case No.: 3KO-89-264  
Kodiak Island Borough v.  
Exxon Corporation, et al., )

Case No. 3KO-92-134  
City of Seward, et al. v.  
Exxon Corporation, et al., )

Case No. 3AN-89-4827A  
Chugach Alaska Corporation, et al.,  
v.  
Exxon Corporation et al., )

Case No. 3AN-89-4827A  
Chenega et al., v.  
Exxon Corporation, et al., )

Case No.: 3AN-89-2533 Civil  
(Consolidated)

JURY VERDICT FORM

The Tatitlek Corporation

We the jury find land damages in the amount of:  
\$ 243,940.00.

David Sullivan  
Jury Foreperson  
September 24, 1994

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA  
THIRD JUDICIAL DISTRICT, AT ANCHORAGE

In re: )  
EXXON VALDEZ OIL SPILL LITIGATION )

THIS DOCUMENT RELATES TO:

Case No.: 3KO-89-264 )  
Kodiak Island Borough v. )  
Exxon Corporation, et al., )

Case No. 3KO-92-134 )  
City of Seward, et al. v. )  
Exxon Corporation, et al., )

Case No. 3AN-89-4827A )  
Chugach Alaska Corporation, et al., )  
v. )  
Exxon Corporation et al., )

Case No. 3AN-89-4827A )  
Chenega et al., v. )  
Exxon Corporation, et al., )

Case No.: 3AN-89-2533 Civil  
(Consolidated)

JURY VERDICT FORM

Port Graham Corporation

1. We the jury find land damages in the amount of:  
\$ 204,810.38
2. We the jury find archaeological damages in the amount of:  
\$ 755,456.02.

Harold Luonen  
Jury Foreperson  
September 24, 1994



IN THE SUPERIOR COURT FOR THE STATE OF ALASKA  
THIRD JUDICIAL DISTRICT, AT ANCHORAGE

In re: )  
EXXON VALDEZ OIL SPILL LITIGATION )  
\_\_\_\_\_ )

THIS DOCUMENT RELATES TO: )  
Case No.: 3KO-89-264 )  
Kodiak Island Borough v. )  
Exxon Corporation, et al., )  
Case No. 3KO-92-134 )  
City of Seward, et al. v. )  
Exxon Corporation, et al., )  
Case No. 3AN-89-4827A )  
Chugach Alaska Corporation, et al., )  
v. )  
Exxon Corporation et al., )  
Case No. 3AN-89-4827A )  
Chenega et al., v. )  
Exxon Corporation, et al., )

Case No.: 3AN-89-2533 Civil  
(Consolidated)

JURY VERDICT FORM

English Bay Corporation

1. We the jury find land damages in the amount of:  
\$ 225,821.55 .
2. We the jury find archaeological damages in the amount of:  
\$ 797,598.89 .

Harold Lu Devan  
Jury Foreperson  
September 24, 1994



# BOGLE & GATES

---

LAW OFFICES

PATRICK W. CRUMB

1031 West 4th Avenue  
Suite 600  
Anchorage, Alaska 99501

Main Office: (907) 276-4557  
Facsimile: (907) 276-2594  
Direct Dial: (907) 257-7831

Anchorage  
Bellevue  
Olympia  
Portland  
Tacoma  
Vancouver, B.C.  
Washington, D.C.

22137/49619

September 7, 1994

HAND DELIVERED

Ralph V.L. Ertz, Jr.  
Birch, Horton, Bittner & Cherot  
1127 West 7th Avenue  
Anchorage, Alaska 99501

Re: Exxon Valdez Oil Spill Litigation:  
Stipulation and Release re CAC's  
Administrative Cost Claims

Dear Ralph:

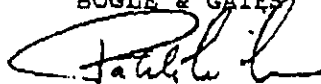
Enclosed are the Stipulation and Partial Release regarding the Chugach Alaska Corporation administrative cost claims. Upon receipt of fully executed originals of these documents I will provide you with the \$60,000 settlement check.

If you have any questions, please do not hesitate to contact me.

Best regards.

Very truly yours,

BOGLE & GATES



Patrick W. Crumb

Enclosures

SER 1641

EXHIBIT 21

**EXXON COMPANY, U.S.A.**  
A DIVISION OF EXXON CORPORATION  
HOUSTON, TEXAS

CHECK NUMBER

**K 20951**

\*\*\*\*\*60,000\*DOLLARS AND 00 CENTS

**\$\*60,000.00**

PAY TO THE ORDER OF

REFERENCE NO.

HDQA

DATE

08/15/94

BIRCH, HORTON, BITTNER & CHEROT  
TRUSTEES FOR CHUGACH ALASKA CORP.

VOID AFTER SIX MONTHS  
REGULAR ACCOUNT

*[Handwritten Signature]*

WACHOVIA BANK & TRUST CO.  
WINSTON-SALEM, N.C.

⑆020951⑆ ⑆053100494⑆⑆018734 026951⑆

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA  
THIRD JUDICIAL DISTRICT

In re: )  
 )  
EXXON VALDEZ OIL SPILL )  
LITIGATION )

----- )  
This Document Relates To: )  
Case No. 3KO-89-264 )  
Kodiak Island Borough v. )  
Exxon Corporation, et al. )

Case No. 3KO-92-134 )  
City of Seward, et al. v. )  
Exxon Corporation, et al. )

Case No. 3AN-89-4827 )  
Chugach Alaska Corporation, )  
et al. v. )  
Exxon Corporation, et al. )

Case No. 3AN-89-4827A )  
Chenega, et al., v. )  
Exxon Corporation, et al. )

Case No. 3AN-89-2533 Civil  
(Consolidated)

STIPULATION AND [PROPOSED] ORDER DISMISSING WITH  
PREJUDICE CERTAIN CLAIMS OF CHUGACH ALASKA CORPORATION

A. Claims Dismissed

The Exxon defendants and plaintiff Chugach Alaska Corporation ("Chugach"), including its subsidiaries, for the purpose of limiting the issues to be heard at trial, stipulate that the following compensatory damage claims are surrendered by Chugach and shall be dismissed with prejudice:

1. Any and all claims relating to business operations of Chugach, and its subsidiaries including, without limitation, any assertion that the spill distracted Chugach's management, caused or contributed to any financial difficulties or otherwise disrupted its business;

2. Any and all claims relating to administrative and related costs incurred by Chugach as a result of the oil spill or in connection with the oil spill response activities, and damage assessment costs;

3. Any and all claims relating to any increase in interest or financing costs to Chugach as a result of the spill;

4. Specifically excluded from the scope of this Stipulation are all claims for damage to real property owned by Chugach or its subsidiaries, or selected but un conveyed real property, pursuant to the Alaska Native Claims Settlement Act, including archaeological or historical sites selected pursuant to 14(h)(1) of said Act. Nothing in this Stipulation shall be construed as affecting in any way Chugach's right to pursue punitive damages; or attorneys' fees, pre- or post-judgment interest or costs related to the non-dismissed claims.

This Stipulation shall not be read to specifically limit or preclude the introduction of evidence; but rather, all evidence concerning matters discussed above shall be subject to the normal rules of relevance and admissibility as to claims remaining in the litigation.

By entering this Stipulation, defendants do not agree or concede that any of plaintiffs' claims are compensable or proper, and defendants reserve all rights to challenge such claims.

Each party will bear its own costs and fees with respect to the claims surrendered and dismissed above.

BIRCH, HORTON, BITTNER & CHEROT

8 Sep. 1994  
DATED By [Signature]  
Timothy J. Petumenos  
Attorneys for Plaintiffs  
Chugach Alaska Corporation

BOGLE & GATES

DATED By \_\_\_\_\_  
Douglas J. Serdahely  
Attorneys for defendant  
Exxon Shipping Company

CLOUGH & ASSOCIATES

DATED By \_\_\_\_\_  
John F. Clough, III  
Attorneys for defendant  
Exxon Corporation

ORDER

IT IS SO ORDERED.

ENTERED: \_\_\_\_\_

\_\_\_\_\_  
HONORABLE BRIAN C. SHORTELL  
Superior Court Judge



PARTIAL RELEASE OF CLAIMS AND RIGHTS

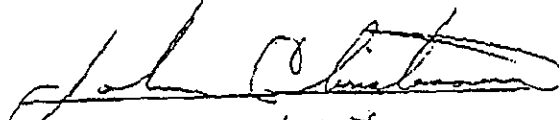
For and in consideration of the sum of SIXTY THOUSAND AND NO/100th DOLLARS (\$60,000.00), receipt of which is hereby acknowledged, Chugach Alaska Corporation and its officers, directors, subsidiaries and affiliates ("Releasor") hereby release and forever discharge Exxon Corporation, Exxon Company USA, Exxon Shipping Company, SeaRiver Maritime, Inc., and their officers, directors, employees, agents and contractors, and the T/V EXXON VALDEZ, and its officers and crew, ("Releasees") from any and all rights, claims, causes of action, demands and damages of every kind and character, known or unknown, existing or arising in the future, which relate to administrative and damage assessment costs, costs associated with increased interest or financing charges, diversion of corporate staff or management, or disruption to general business activities, and arising in any way, directly or indirectly, from the discharge of crude oil from the T/V EXXON VALDEZ on March 24, 1989, or thereafter, including any oil containment or cleanup operations that followed ("the released claims").

Specifically excluded from the scope of this partial release are all claims for damage to real property owned by releasor or selected by releasor pursuant to the Alaska Native Claims Settlement Act, including archaeological or historical sites selected under § 14(h)(1) of said Act. Nothing in this release shall be construed as affecting in any way releasor's right to pursue punitive damages; or attorneys fees, pre- or post-judgment interest or costs relating to the non-released claims.


Releasor understands and agrees that releasee's payment is a compromise of a disputed claim and without any admission of liability by the releasees. Releasor's signatory below represents and warrants that he/she is fully and legally authorized by releasor to execute this release on its behalf and that he/she has done so following consultation with the releasor's legal counsel, Birch, Horton, Bittner & Cherot. Releasor also represents and warrants that it has not assigned or transferred the released claims, or any of them, to any other person or entity.

EXECUTED this 9<sup>th</sup> day of September 1994, at Anchorage, Alaska.

CHUGACH ALASKA CORPORATION

  
By John Christensen  
Its Chairman of the Board

APPROVED AS TO FORM:

  
Timothy Petumencs  
Birch, Horton, Bittner & Cherot



## SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is made and entered into by Exxon Mobil Corporation and SeaRiver Maritime, Inc., named in the litigation as Exxon Shipping Company ("ExxonMobil"), English Bay Corporation and Port Graham Corporation ("EBC and PGC"). ExxonMobil, and EBC and PGC may be referred to herein collectively as "the Parties."

WHEREAS, there is pending in the Superior Court for the State of Alaska, Third Judicial District Anchorage, an action entitled Chenega Corporation, et al. v. Exxon, Case No. 3AN-89-2533 (the "Action"), and

WHEREAS, the Parties now wish permanently and fully to resolve and compromise the Action, as well as all other compensatory claims, rights, and actions, whether arising in contract, tort, statute, or regulation, existing now or at any time between and among the Parties, it being understood and agreed, however, that this Agreement is not intended to affect EBC's and PGC's rights in their capacity as members of the mandatory punitive damages class in connection with an action entitled In re the Exxon Valdez, Case No. A89-095 Civil (HRH) (Consolidated), or any further action arising out of that case as a result of the appeals currently pending or further appeals;

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. Payment by ExxonMobil. Upon execution of the Agreement ExxonMobil shall pay to EBC and PGC jointly by check pursuant to instruction provided by EBC's and PGC's counsel the amount of Five Hundred Thirty Two Thousand Five Hundred Dollars (\$532,500), one third of which is allocated as compensatory damages and the remaining two thirds of which

SER 1650

are allocated to costs and attorney's fees. Such allocation does not affect any allocations between EBC, PGC or their attorneys.

2. Settlement of Litigation and Dismissal with Prejudice. Upon payment as provided in Paragraph 1 of this Agreement, EBC and PGC shall cause to be filed a stipulation in the form annexed hereto dismissing the Action with prejudice, with all Parties bearing their own costs and attorney's fees.

3. No Admission of Liability. No aspect of this Agreement or the settlement which has led to it is intended to be nor shall it at any time be deemed, construed, or treated in any respect as an admission of the truth of any allegations made in the Action by any person or entity.

4. Release. EBC and PGC on behalf of themselves, and for their directors, officers, subsidiaries, affiliates, shareholders, members, partners, employees, representatives, predecessors, successors, alter egos, joint ventures, assigns, parents, attorneys, agents, beneficiaries and trustees, each generally and specifically hereby settle, release and forever discharge ExxonMobil, and its respective directors, officers, subsidiaries, affiliates, shareholders, members, partners, employees, representatives, predecessors, successors, alter egos, joint ventures, assigns, parents, attorneys, agents, beneficiaries and trustees, of and from any and all rights, claims, expenses, debts, demands, costs, contracts, liabilities, obligations, actions and/or causes of action of any nature, whatsoever and whether known or unknown, past, present, or future, ascertained or unascertained, suspected or unsuspected, existing, or unclaimed to exist, which exist currently or may exist in the future including without limitation all compensatory damage claims in the Action, provided that nothing in this Agreement is intended to affect EBC's and PGC's rights in their capacity as members of the mandatory punitive damages class

in the aforementioned federal action or any further causes of action arising out of that action as a result of the appeals currently pending or further appeals.

5. Integration Clause. This Agreement constitutes the complete and intended agreement of the Parties with respect to its subject matter. It is fully integrated, and there are no provisions of any nature whatsoever relating to the subject matter of this Agreement which are not contained herein. This document constitutes the entire agreement between the Parties with respect to the subject matter thereof and supercedes all prior and contemporaneous oral and written agreements, discussions and representations. This Agreement may only be amended by an agreement in writing, signed by the Parties hereto.

6. Authority to Enter Agreement. The Parties to this Agreement represent and warrant that (1) they have the right and authority to enter into this Agreement without the consent of any third party and (2) they are represented by counsel in connection with the making of this Agreement and have entered into this Agreement with full knowledge of its legal and practical effect.

7. Advice of Counsel. The Parties acknowledge that they have been represented throughout negotiations leading to this Agreement by counsel, and that they have been advised by those attorneys of the meaning of this Agreement and the consequences of their signing it.

8. Acknowledgment of Non-Reliance. EBC and PGC acknowledge and agree that they have executed this Agreement freely and voluntarily, and that no representation or promise not expressly contained in the Agreement has been made by ExxonMobil or its agents, employees, representatives or attorneys. EBC and PGC further acknowledge that they are not entering into this Agreement on the basis of any oral representation, express or implied. EBC and PGC further acknowledge that they are signing this Agreement without any coercion

whatsoever and further, that they knowingly and voluntarily waive any and all rights to void this Agreement or any of its provisions due to economic or business compulsion. EBC and PGC further acknowledge that they are fully knowledgeable about the Alaska Supreme Court's rulings in Witt v. Watkins, 579 P.2d 1065 (Alaska 1978), Helstrom v. North Slope Borough, 797 P.2d 1192 (Alaska 1990), and Zeilinger v. Sohio Alaska Petroleum Co., 823 P.2d 653 (Alaska 1992), and that they have expressly waived all protections provided under these and other similar decisions.

9. Applicable Law. This Agreement shall be interpreted and construed according to the internal and substantive laws of the State of Alaska.

10. Absence of Duress. The Parties to this Agreement agree and acknowledge that this Agreement, and each term, condition and provision hereof, is fair, just and equitable, and was freely and voluntarily entered into in the absence of coercion and duress. It is to be fairly and equitably construed and interpreted or construed as if drafted by all Parties hereto jointly.

11. Successor and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, heirs, executors, trustees, administrators, and assigns and successors.

12. No Reliance. The Parties have all conducted their own investigation of all facts they deem to be material concerning their decision to enter into this Agreement, and have not based that decision on any representations by any other party not expressly contained in this Agreement.

13. Further Documents and Acts. Each Party agrees, in good faith, to do all things necessary and convenient to execute and deliver such additional documents and instruments, and

to perform such additional acts as may be necessary or appropriate to effectuate or consummate, or to perform the terms and intent of this Agreement.

14. Confidentiality. The parties shall keep the terms of this settlement confidential, except that the parties are free to disclose publicly the fact that a settlement has been reached herein, and are further free to state the terms of this settlement to the Alaska Judicial Council (pursuant to the requirements of Alaska Civil Rule 41(a)(3)), to auditors, the Internal Revenue Service, any state or international taxing service, and to other parties in this litigation to the extent such terms must be revealed for allocation or other purposes and provided that except as provided herein, such parties further agree to keep such terms confidential other than for the purposes for which they are intended.



15. Execution of Agreement. This Agreement may be executed by the Parties in duplicate original counterparts at different places and different times.

DATED: \_\_\_\_\_

ENGLISH BAY CORPORATION

By: \_\_\_\_\_

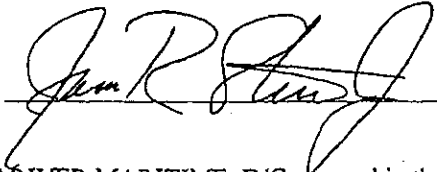
DATED: \_\_\_\_\_

PORT GRAHAM CORPORATION

By: \_\_\_\_\_

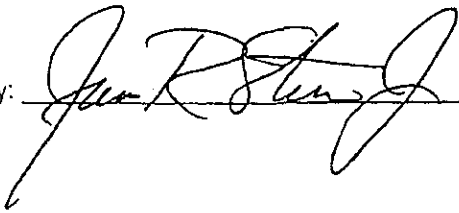
DATED: 6/1/2000

EXXON MOBIL CORPORATION

By: 

DATED: 6/1/2000


SEARIVER MARITIME, INC., named in the litigation as EXXON SHIPPING COMPANY

By: 

15. Execution of Agreement. This Agreement may be executed by the Parties in duplicate original counterparts at different places and different times.


DATED: 6-1-2000

ENGLISH BAY CORPORATION

By: 

DATED: 6-1-2000

PORT GRAHAM CORPORATION

By: 

DATED: \_\_\_\_\_

EXXON MOBIL CORPORATION

By: \_\_\_\_\_

DATED: \_\_\_\_\_

SEARIVER MARITIME, INC., named in the litigation as EXXON SHIPPING COMPANY

By: \_\_\_\_\_



SETTLEMENT AGREEMENT AND RELEASE

This settlement agreement (the "Agreement") is entered into by and between the Trans-Alaska Pipeline Liability Fund (the "Fund") and Chugach Alaska Corporation and Subsidiaries, Chenega Corporation and Subsidiaries, English Bay Corporation and Subsidiaries, and Port Graham Corporation and Subsidiaries (collectively the "Native Corporations").

WHEREAS, pursuant to Order No. 35, In Re Exxon Valdez, No. A89-095 Civil (HRH) (Consolidated) (D. Alaska Dec. 14, 1990), persons who had filed actions for damages allegedly caused by the Exxon Valdez oil spill were directed to submit claims for such damages to the Fund for administrative resolution of those claims under the Trans-Alaska Pipeline Authorization Act ("TAPAA"), 43 U.S.C. § 1651 et seq.;

WHEREAS, the Fund retained the Honorable John J. Gibbons, the retired Chief Judge of the United States Court of Appeals for the Third Circuit, to serve as the Fund's Administrator -- Exxon Valdez Claims;

WHEREAS, the Fund Board granted Judge Gibbons full authority over claims arising out of the Exxon Valdez oil spill, and Judge Gibbons thereupon oversaw the Fund's entire Exxon Valdez claim-determination process, reviewing and rendering decision on each of the submitted claims;

SER 1658

EXHIBIT 23

WHEREAS, Judge Gibbons issued determinations for all claims and detailed memoranda explaining the governing legal principles and central findings of fact for each principal claim category;

WHEREAS, claimants were entitled to appeal their Fund claim-determinations, and the Court established a separate proceeding specifically to consider such appeals, In re Joint Briefing of Issues on Appeal From the Trans-Alaska Pipeline Fund, No. T92-1000 Civil (HRH) (Consolidated);

WHEREAS, among the claims submitted, reviewed, and determined to be compensable by Judge Gibbons were claims submitted by the Native Corporations for, inter alia, land damages;

WHEREAS, the Native Corporations were determined through the Fund's Exxon Valdez claim-determination process to have suffered approximately \$18.8 million in land damages, before allowable interest;

WHEREAS, the Native Corporations also continued to pursue their claims for land damages against Exxon in the Superior Court for the State of Alaska, In re Exxon Valdez Oil Spill Litigation, JAN-89 2533 Civil (Consolidated) (the "State Court Action");

WHEREAS, the jury in the State Court Action found that the Native Corporations had suffered approximately \$6 million in land damages, before allowable interest;

WHEREAS, the difference between the Fund's and the state court jury's land damage determinations, including prejudgment interest on the respective determinations, is approximately \$21 million;

WHEREAS, the Fund filed an action against Exxon, TRANS-Alaska Pipeline Liability Fund v. Exxon Shipping Co., No. A94-462 Civil (HRH) (the "Fund Reimbursement Action"), seeking, among other relief, to recover under TAPAA, 43 U.S.C. § 1653(c)(8), the amount of its payments to claimants;

WHEREAS, the Court ruled in the Fund Reimbursement Action that the Fund could not recovery against Exxon the amount of the difference between the Fund's claim-determinations and the state court jury verdicts for the Native Corporations (the "Difference");

WHEREAS, the Fund and the Native Corporations believe that the \$21 million difference between the Fund's and the state court jury's land damage determinations overstates the Difference because it fails to account for the amount by which the jury verdicts on archaeological damages exceeded the Fund's determinations for such damages. Consideration of the differences in the archaeological damage determinations would

reduce the amount of the Difference by \$1,134,807, plus interest and the aliquot portion of Fund earnings on such difference.

WHEREAS, in conjunction with the Fund's payment of claims, each Native Corporation signed a Release, Covenant, and Assignment that assigned to the Fund "an undivided interest in such claims as Claimant has against any other entity for damages arising out of the Exxon Valdez spill" (the "Assignments");

WHEREAS, the Fund takes no position as to the dispute between Exxon and plaintiffs in In re Exxon Valdez concerning plaintiffs' entitlement to punitive damages;

WHEREAS, the Fund contends that the Assignments encompass the Native Corporations' punitive damages claims against Exxon and that the Fund is entitled to recover on a first-dollar basis out of any punitive damages that may be awarded to the Native Corporations;

WHEREAS, the Native Corporations challenge this contention and assert, inter alia, that the Assignments do not encompass punitive damages and therefore that the Fund is not entitled to any portion of any punitive damages awarded to the Native Corporations;

WHEREAS, the Native Corporations recognize the public interest to be served by reimbursement to the Fund of sums it has paid to claimants, plus interest, which reimbursement, pursuant

to Section 8102(a)(2)(B) of the Oil Pollution Act of 1990 ("OPA"), Pub. L. 101-380, 104 Stat. 484, 565, would go to the Oil Spill Liability Trust Fund to compensate victims of future oil spills under OPA and to the State of Alaska (for its pro rata contributions to the Fund as an owner of oil);

WHEREAS, the Fund and the Native Corporations believe that the Fund's independent, reasoned evaluation and determination of claims is highly relevant to the allocation of any punitive damages award;

WHEREAS, the Fund and the Native Corporations agree that, if the Court concurs that Fund claim-determinations for the Native Corporations should play a significant role in determining the allocation of punitive damages among plaintiffs, then in fairness and equity the Fund should recover any shortfall in the recovery it is able to obtain from Exxon for sums paid to the Native Corporations out of those Native Corporations' punitive damages recovery;

WHEREAS, in light of these factors and to avoid the expense and disruption of litigation, the Fund and the Native Corporations have determined that it would be equitable for the Fund to settle and dismiss any claims it has against the Native Corporations (whether based on the Assignments or otherwise); for the Fund to share in any punitive damages recovery by the Native Corporations, (which will be paid entirely to the new spill fund



and the State of Alaska); and for the Fund's share of any such punitive damages to be distributed over an allocation that reflects a consideration of the Fund's determination of the extent of the damages suffered by the Native Corporations; and

WHEREAS, the Fund and the Native Corporations understand and intend any payments provided under this Agreement to be in excess of any liability Exxon is determined to have, either through litigation or settlement, for Fund payments to the Native Corporations, and, moreover, do not understand or intend this Agreement to settle, or otherwise compromise, resolve, or limit, any portion of any liability Exxon (or any other party) otherwise has to the Fund for amounts paid by the Fund to the Native Corporations.

NOW THEREFORE, in consideration of the foregoing and the mutual promises set forth below, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Fund and the Native Corporations agree as follows:

1. Following execution of this Agreement, the Fund will fully release any and all causes of action that it has, has had, or might have against the Native Corporations in connection with the Exxon Valdez oil spill, whether under Assignments or otherwise (subject to retention of the right to enforce this Agreement), in the form of Exhibit A hereto.

2. This Agreement clarifies and reaffirms that the Native Corporations have released any and all claims they have, have had, or might have against the Fund, including any claims to any proceeds the Fund may recover from Exxon for reimbursement of amounts paid by the Fund to the Native Corporations in connection with the Fund's Exxon Valdez claim-determination process. This Agreement also clarifies and reaffirms that the Native Corporations agree that any and all claims for attorneys' fees, of whatever nature, in whatever amount, and arising from whatever context, are released.

3. The Fund's recovery from the Native Corporations under this Agreement is intended to reimburse the amount of the difference between the Fund's land damages payments to the Native Corporations and the state court jury verdicts on land damages, plus interest and the aliquot portion of Fund earnings on such difference, that the Fund, as of the time any punitive damages award becomes final, has not recovered from Exxon (the "Shortfall"). Accordingly, the Fund's recovery from the Native Corporations under this Agreement (exclusive of post-judgment interest) will not exceed the amount (if any) of the Shortfall. Further, the Native Corporations expressly do not waive their interest in the existing or any future jury verdicts in the State Court Action to the extent (i) that the Native Corporations prevail on appeal on the set-off and collateral source rule

issues or (ii) that the verdicts exceed the amount of the Shortfall.

4. Following execution of this Agreement, the Fund will jointly move with the Native Corporations for dismissal with prejudice of the Exxon third-party claims in the Fund Reimbursement Action.

5. In return for the Fund's compromise of its assignments and other rights, the Fund will be re-paid out of any share of punitive damages recovered by the Native Corporations in accordance with the enclosed schedules, subject to the limitation that the amount of that recovery (exclusive of post-judgment interest) will not exceed the amount (if any) of the Shortfall. Under these schedules, the Fund will receive a set, linear amount (\$1.68 million) for each percentage of the total punitive damages award allocated to the Native Corporations, up to a total recovery by the Fund of the Shortfall (plus post-judgment interest, as set forth below). That linear ratio applies to all partial, as well as whole, percentages. So, for example, on a one-half percent allocation, the Fund would recover one-half of \$1.68 million, or \$840,000.

6. Any such recovery by the Fund will bear its aliquot share of the post-judgment interest paid on any punitive damages portion of a judgment or settlement.

7. The Fund will pay 25 percent of any such recovery by the Fund (including any share of post-judgment interest) to the Native Corporations for attorneys' fees, as provided for in the enclosed schedules.

8. The Fund will appear as a party in interest before the District Court in In re Exxon Valdez to support the position that, as reflected by the Fund claim-determinations for the Native Corporation claims, the Native Corporations suffered a significant portion of the damages caused by the Exxon Valdez oil spill and should, accordingly, receive a substantial allocation of any punitive damages award.

9. With respect to the state court appeal being prosecuted by the Native Corporations (No. 7252, filed August 16, 1995): (a) the appeal will continue to be prosecuted in the name of the Native Corporations; (b) the Native Corporations will retain control over the portion of the appeal addressing Fund offset and collateral source issues; (c) the Fund will control all other issues and retains an absolute right to end its participation in the appeal at any point; (d) subject to the terms of clause (e) of this paragraph, the Fund will pay reasonable attorneys' fees in the briefing of those issues on appeal that are subject to its control, plus the costs of preparing an appendix and any costs that may be taxed against appellants in connection with appellate litigation of such issues; (e) if the Fund decides to abandon the appeal or its

participation therein, it will have no obligation for any attorneys' fees or costs incurred after the Fund informs the Native Corporations that its participation has ended. Under such circumstances, however, the Fund will pay the Native Corporations a lump sum of \$10,000, in full compensation of all such reasonable attorneys' fees and costs, if the Native Corporations continue to prosecute the appeal of issues other than the offset/collateral source issues. Any such reasonable attorneys' fees or costs (including the \$10,000 lump sum payment) shall be credited against the Fund's obligation for attorneys' fees as that obligation is set out in paragraph 7 hereof and the enclosed schedules. If the Fund is still participating at the time of any remand, the Fund and the Native Corporations will, at that time, address the legal work to be done on remand.

10. The Fund agrees that the Native Corporations may, in their sole discretion, settle or compromise with their plaintiffs, in mediation or in other proceeding, the issue of the allocation of punitive damages, provided that the Fund receives the benefit of any such settlement according to the agreed-on schedules. Likewise, the Fund may, in its sole discretion, settle or compromise its dispute with Exxon, provided that the Native Corporations receive the benefit from any such settlement or compromise, to the extent such settlement results in a reduction in the Shortfall. The Native Corporations and the Fund further agree to conduct any settlement negotiations in good

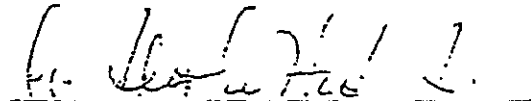
faith and not for the purpose of avoiding or limiting any obligation or right under this Agreement.

11. On execution of this Agreement and execution of the supplemental assignments, the Fund will forward to counsel for the Native Corporations, either by courier or overnight mail, the checks for the Fund's second distribution to the Native Corporations.


12. Counsel signing below warrant that they have full authority to enter this Agreement on behalf of their respective clients.

IN WITNESS WHEREOF, the Fund and the Native Corporations have executed this Agreement through their counsel of record.

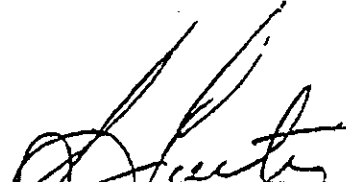
Date: January 7, 1996

  
A. Stephen Rut, Jr.  
Counsel for the Trans-Alaska  
Pipeline Liability Fund

Date: 28 February 1996

  
Timothy J. Petimenos  
Counsel for Chugach Alaska  
Corporation and Subsidiaries

Date: Feb 17, 1996

  
Stadel J. Fortier  
Counsel for Chenega Corporation  
and Subsidiaries, English Bay  
Corporation and Subsidiaries,  
and Port Graham Corporation  
and Subsidiaries

RELEASE

The Trans-Alaska Liability Fund (the "Fund") does hereby release, remise, and forever discharge Chugach Alaska Corporation and Subsidiaries, Chenega Corporation and Subsidiaries, English Bay Corporation and Subsidiaries, and Port Graham Corporation and Subsidiaries (collectively the "Native Corporations") from any and all claims, obligations, actions, causes of action, debts, demands, suits, agreements, damages, administrative complaints, claims in alternative dispute resolution including binding arbitration, and claims of every nature, including all claims for compensatory or punitive damages, costs disbursements, attorneys' fees, or interest, whether in contract or tort, whether legal or equitable, pursuant to statute or common law, known or unknown, which the Fund now has, has had, or may hereafter have against the Native Corporations arising out of, relating to, or incurred in connection with the Exxon Valdez oil spill, provided, however, that this release shall not in any way limit or impair the Fund's right or ability to enforce the terms of any settlement agreement entered into between the Fund and the Native Corporations.

Date: \_\_\_\_\_

\_\_\_\_\_  
E. William Cole, Jr.  
Administrator  
Trans-Alaska Pipeline  
Liability Fund

EXHIBIT A

SER 1670



SCHEDULE OF RECOVERY AT \$1 BILLION IN PUNITIVE DAMAGES

INCREMENTAL AMOUNT OF PUNITIVE DAMAGE AWARD	INCREMENTAL AMOUNT TO NATIVE CORPORATIONS	INCREMENTAL AMOUNT TO THE FUND	INCREMENTAL AMOUNT TO ATTORNEYS' FEES	INCREMENTAL AMOUNT NET TO THE FUND
First \$10,000,000	\$ 8,320,000	\$ 1,680,000	\$ 420,000	\$ 1,260,000
Next \$10,000,000	\$ 8,320,000	\$ 1,680,000	\$ 420,000	\$ 1,260,000
Next \$10,000,000	\$ 8,320,000	\$ 1,680,000	\$ 420,000	\$ 1,260,000
Next \$10,000,000	\$ 8,320,000	\$ 1,680,000	\$ 420,000	\$ 1,260,000
Next \$10,000,000	\$ 8,320,000	\$ 1,680,000	\$ 420,000	\$ 1,260,000
Next \$10,000,000	\$ 8,320,000	\$ 1,680,000	\$ 420,000	\$ 1,260,000
Next \$10,000,000	\$ 8,320,000	\$ 1,680,000	\$ 420,000	\$ 1,260,000
Next \$10,000,000	\$ 8,320,000	\$ 1,680,000	\$ 420,000	\$ 1,260,000
Next \$10,000,000	\$ 8,320,000	\$ 1,680,000	\$ 420,000	\$ 1,260,000
Next \$10,000,000	\$ 8,320,000	\$ 1,680,000	\$ 420,000	\$ 1,260,000
Next \$10,000,000	\$ 8,320,000	\$ 1,680,000	\$ 420,000	\$ 1,260,000
Next \$10,000,000	\$ 8,320,000	\$ 1,680,000	\$ 420,000	\$ 1,260,000
Next \$10,000,000	\$ 8,320,000	\$ 1,680,000	\$ 420,000	\$ 1,260,000
Next \$10,000,000	\$ 8,320,000	\$ 1,680,000	\$ 420,000	\$ 1,260,000
Next \$10,000,000	\$ 8,320,000	\$ 1,680,000	\$ 420,000	\$ 1,260,000
Next \$5,000,000	\$ 4,160,000	\$ 840,000	\$ 210,000	\$ 630,000



**SCHEDULE OF RECOVERY AT \$1 BILLION IN PUNITIVE DAMAGES**

INCREMENTAL AMOUNT OF PUNITIVE DAMAGE AWARD.	INCREMENTAL AMOUNT TO NATIVE CORPORATIONS	INCREMENTAL AMOUNT TO THE FUND	INCREMENTAL AMOUNT TO ATTORNEYS' FEES	INCREMENTAL AMOUNT NET TO THE FUND
First \$30,000,000	\$28,320,000	\$ 1,680,000	\$ 420,000	\$ 1,260,000
Next \$30,000,000	\$28,320,000	\$ 1,680,000	\$ 420,000	\$ 1,260,000
Next \$30,000,000	\$28,320,000	\$ 1,680,000	\$ 420,000	\$ 1,260,000
Next \$30,000,000	\$28,320,000	\$ 1,680,000	\$ 420,000	\$ 1,260,000
Next \$30,000,000	\$28,320,000	\$ 1,680,000	\$ 420,000	\$ 1,260,000
Next \$30,000,000	\$28,320,000	\$ 1,680,000	\$ 420,000	\$ 1,260,000
Next \$30,000,000	\$28,320,000	\$ 1,680,000	\$ 420,000	\$ 1,260,000
Next \$30,000,000	\$28,320,000	\$ 1,680,000	\$ 420,000	\$ 1,260,000
Next \$30,000,000	\$28,320,000	\$ 1,680,000	\$ 420,000	\$ 1,260,000
Next \$30,000,000	\$28,320,000	\$ 1,680,000	\$ 420,000	\$ 1,260,000
Next \$30,000,000	\$28,320,000	\$ 1,680,000	\$ 420,000	\$ 1,260,000
Next \$30,000,000	\$28,320,000	\$ 1,680,000	\$ 420,000	\$ 1,260,000
Next \$30,000,000	\$28,320,000	\$ 1,680,000	\$ 420,000	\$ 1,260,000
Next \$30,000,000	\$28,320,000	\$ 1,680,000	\$ 420,000	\$ 1,260,000
Next \$15,000,000	\$14,160,000	\$ 840,000	\$ 210,000	\$ 630,000



SCHEDULE OF RECOVERY AT \$5 BILLION IN PUNITIVE DAMAGES

INCREMENTAL AMOUNT OF PUNITIVE DAMAGE AWARD	INCREMENTAL AMOUNT TO NATIVE CORPORATIONS	INCREMENTAL AMOUNT TO THE FUND	INCREMENTAL AMOUNT TO ATTORNEYS' FEES	INCREMENTAL AMOUNT NET TO THE FUND
First \$50,000,000	\$48,320,000	\$ 1,680,000	\$ 420,000	\$ 1,260,000
Next \$50,000,000	\$48,320,000	\$ 1,680,000	\$ 420,000	\$ 1,260,000
Next \$50,000,000	\$48,320,000	\$ 1,680,000	\$ 420,000	\$ 1,260,000
Next \$50,000,000	\$48,320,000	\$ 1,680,000	\$ 420,000	\$ 1,260,000
Next \$50,000,000	\$48,320,000	\$ 1,680,000	\$ 420,000	\$ 1,260,000
Next \$50,000,000	\$48,320,000	\$ 1,680,000	\$ 420,000	\$ 1,260,000
Next \$50,000,000	\$48,320,000	\$ 1,680,000	\$ 420,000	\$ 1,260,000
Next \$50,000,000	\$48,320,000	\$ 1,680,000	\$ 420,000	\$ 1,260,000
Next \$50,000,000	\$48,320,000	\$ 1,680,000	\$ 420,000	\$ 1,260,000
Next \$50,000,000	\$48,320,000	\$ 1,680,000	\$ 420,000	\$ 1,260,000
Next \$50,000,000	\$48,320,000	\$ 1,680,000	\$ 420,000	\$ 1,260,000
Next \$50,000,000	\$48,320,000	\$ 1,680,000	\$ 420,000	\$ 1,260,000
Next \$50,000,000	\$48,320,000	\$ 1,680,000	\$ 420,000	\$ 1,260,000
Next \$25,000,000	\$24,160,000	\$ 840,000	\$ 210,000	\$ 630,000



Settlement Payments From Exxon During 1989-1991

City/Borough/Village	Total Exxon Payments
City of Cordova	\$334,292
City of Valdez	\$2,299,657
City of Whittier	\$359,175
Kenai Peninsula Borough	\$1,593,957
City of Homer	\$334,861
City of Seldovia	\$123,441
City of Seward	\$358,823
Kodiak Island Borough	\$1,361,690
City of Kodiak	\$21,064
Chenega	\$549,619
Tatitlek	\$92,025
English Bay	\$50,000
Port Graham	\$71,852
Akhiok	\$58,824
Karluk	\$48,967
Larsen Bay	\$192,159
Old Harbor	\$78,967
Ouzinkie	\$275,249
Port Lions	\$160,678
Chignik	\$51,501
Perryville	\$46,611
Eyak Tribal Council	\$5,700
English Bay Village	\$6,980
Old Harbor Village	\$5,930
Ouzinkie Village	\$2,350
Port Graham Village	\$12,500
Mount Marathon Natives	\$4,795
Chenega IRA	\$20,000
TOTAL	\$8,521,667.00

SER 1677

EXHIBIT 24





PARTIAL SETTLEMENT AND RELEASE

FOR AND IN CONSIDERATION of the sum of Two Hundred Forty-Five Thousand and No/100 (\$245,000.00) (the "Payment") paid to the undersigned City of Seward, City of Old Harbor, City of Ouzinkie, City of Port Lions, and the City of Larsen Bay, (collectively "Municipal Plaintiffs"), receipt of which is hereby acknowledged, and intending to be legally bound hereby, the undersigned Municipal Plaintiffs absolutely and irrevocably release and discharge Exxon Corporation, Exxon Shipping Company (now known as SeaRiver Maritime, Inc.), Exxon Pipeline Company, their directors, officers, employees and agents, and the M/V EXXON VALDEZ, its officers and crew, (collectively "Exxon"), from any and all claims, demands and causes of actions of every kind and character, whether known or unknown, for any and all damages that have been sustained or may be sustained at any time in the future by the undersigned Municipal Plaintiffs which arise out of or in association with the grounding of the M/V EXXON VALDEZ on March 24, 1989 and the resulting oil spill, including any oil containment or cleanup procedures that followed, except the following claims expressly reserved and specifically set forth as follows:

(1) The claims for damages to land and/or real property brought by City of Old Harbor, City of Ouzinkie, City of Port Lions and City of Larsen Bay were settled with Exxon for Two Hundred Fifty-Five Thousand and No/100 Dollars (\$255,000.00) and are the subject of a separate Partial Settlement Agreement; and

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SER 1679

EXHIBIT 25

2) The undersigned Municipal Plaintiffs reserve the right to bring an appeal of the summary judgment motion granted in favor of Exxon Corporation and Exxon Shipping Company in the above action in the Alaska Superior Court by the Honorable Brian Shortell on May 3, 1994, on claims for diverted services (copy attached):

(a) Provided that, and in further consideration of the Payment stated above: Should such summary judgment ruling in Exxon's favor be reversed on appeal, and the claims brought to trial and result in a recovery of damages by the undersigned Municipal Plaintiffs, the undersigned Municipal Plaintiffs covenant and agree that Exxon shall receive a credit in the amount of Eighty-Eight Thousand Nine Hundred and No/100 Dollars (\$88,900.00) to be offset against any such recovery prior to any calculation or award of statutory interest and prior to any application for or award of attorneys' or other costs or fees.

(3) The undersigned Municipal Plaintiffs reserve all claims for punitive damages which arise out of our in association with the grounding of the M/V EXXON VALDEZ on March 24, 1999 and the resulting oil spill, including any oil containment or cleanup procedures that followed.

The undersigned Municipal Plaintiffs hereby acknowledge receipt of the Payment stated above and agree by their acceptance of the Payment to be legally bound by all the terms and covenants of this agreement. The undersigned Municipal Plaintiffs further covenant and agree that they will divide the Payment among themselves, and they hereby acknowledge that whatever amount they determine to allocate to each of them shall constitute good and satisfactory consideration for the

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Undertakings of each. In further consideration of the Payment stated above, the undersigned Municipal Plaintiffs, and each of them, hereby specifically release Exxon from any claims or causes of action whatsoever, arising now or in the future, known or unknown, concerning the division of this Payment among themselves.

In order to facilitate the implementation of this Partial Settlement and Release, the undersigned Municipal Plaintiffs further agree that this Partial Settlement and Release may be executed by each of them in counterpart, by means of separate facsimile or other duplicate copies, and as so executed shall be of the same binding force and effect as if executed in a single copy.

DATED: March  
~~February~~ 17, 1995.

STOLL, STOLL, BERNE & LOKTING

Attorneys for Municipal Plaintiffs City of Larsen Bay, City of Old Harbor, City of Ouzinkie, City of Port Lions and City of Seward

By *N. Robert Stoll*  
N. Robert Stoll

DATED: February     , 1995

CITY OF LARSEN BAY

By \_\_\_\_\_  
Mayor, City of Larsen Bay

06000925

Understandings of each. In further consideration of the Payment stated above, the undersigned Municipal Plaintiffs, and each of them, hereby specifically release Exxon from any claims or causes of action whatsoever, arising now or in the future, known or unknown, concerning the division of this Payment among themselves.

In order to facilitate the implementation of this Partial Settlement and Release, the undersigned Municipal Plaintiffs further agree that this Partial Settlement and Release may be executed by each of them in counterpart, by means of separate facsimile or other duplicate copies, and as so executed shall be of the same binding force and effect as if executed in a single copy.

DATED: February 14, 1995.

STOLL STOLL BERNE & LOKTING

Attorneys for Municipal Plaintiffs City of Larsen Bay, City of Old Harbor, City of Ouzinkie, City of Port Lions and City of Seward

By \_\_\_\_\_  
N. Robert Stoll

DATED: February 14, 1995

CITY OF LARSEN BAY

By \_\_\_\_\_  
Mayor, City of Larsen Bay

0000926



PARTIAL SETTLEMENT AND RELEASE

FOR AND IN CONSIDERATION of the sum of Four Hundred Fifty-Five Thousand and No/100 (\$455,000.00) (the "Payment") paid to the undersigned City of Cordova and Kodiak Island Borough (collectively "Municipal Plaintiffs"), receipt of which is hereby acknowledged, and intending to be legally bound hereby, the undersigned Municipal Plaintiffs absolutely and irrevocably release and discharge Exxon Corporation, Exxon Shipping Company (Now SeaRiver Maritime Financial Holdings, Inc.), Exxon Pipeline Company, their directors, officers, employees and agents, and the MV EXXON VALDEZ, its officers and crew (collectively "Exxon") from any and all claims, demands, and causes of actions of every kind and character, whether known or unknown, for any and all damages that have been sustained or may be sustained at any time in the future by the undersigned Municipal Plaintiffs which arise out of or in association with the grounding of the MV EXXON VALDEZ on March 24, 1999, and the resulting oil spill, including any oil containment or cleanup procedures that followed, except the following claims expressly reserved and specifically set forth as follows:

(1) The undersigned Municipal Plaintiffs reserve the right to pursue their appeal of the summary judgment motion granted in favor of Exxon Corporation and Exxon Shipping Company in the above action in the Alaska Superior Court by the Honorable Brian Shorell on May 5, 1994, on claims for diverted services, which appeal was filed on February 26, 1999, provided that, and in further consideration of the Payment stated above: Should such summary judgment ruling in Exxon's favor be reversed on appeal, and

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EXHIBIT 26

SER 1684

the claims brought to trial and result in a recovery of damages by the undersigned Municipal Plaintiffs, the undersigned Municipal Plaintiffs covenant and agree that Exxon shall receive a credit in the amount of Eighty-Six Thousand One Hundred and No/100 Dollars (\$86,100.00) to be offset against any such recovery prior to any calculation or award of statutory interest and prior to any application for or award of attorneys' or other costs or fees.

(2) The undersigned Municipal Plaintiffs reserve all claims for punitive damages which arise out of or in association with the grounding of the MV EXXON VALDEZ on March 24, 1989, and the resulting oil spill, including any oil containment or cleanup procedure that followed.

The undersigned Municipal Plaintiffs hereby acknowledge receipt of the Payment stated above and agree by their acceptance of the Payment to be legally bound by all the terms and covenants of this agreement. The undersigned Municipal Plaintiffs further covenant and agree that they will divide the Payment among themselves, and they hereby acknowledge that whatever amount they determine to allocate to each of them shall constitute good and satisfactory consideration for the undertakings of each. In further consideration of the Payment stated above, the undersigned Municipal Plaintiffs, and each of them, hereby specifically release Exxon from any claims or causes of action whatsoever, arising now or in the future, known or unknown, concerning the division of this Payment among themselves.

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IN THE SUPERIOR COURT FOR THE STATE OF ALASKA  
THIRD JUDICIAL DISTRICT

In re: )  
          ) Case No. 3AN-89-2533  
          ) (Consolidated)  
EXXON VALDEZ OIL SPILL )  
LITIGATION )

Honorable Brian C. Shortell

THIS DOCUMENT RELATES TO

Case No. 3KO-89-264  
Kodiak Island Borough v.  
Exxon Corporation, et al.

Case No. 3KO-92-134  
City of Seward, et al. v.  
Exxon Corporation, et al.

**COPY**  
Original Received  
APR 5 2000

Clerk of the Trial Courts  
By \_\_\_\_\_ Deputy

ACCEPTANCE OF OFFER OF JUDGMENT

Through counsel the City of Ouzinkie hereby accepts Defendants Exxon Mobil Corporation and Exxon Shipping Company's offer of judgment dated March 14, 2000, the acceptance date for which was extended by agreement of counsel through the close of business on April 6, 2000.

Davis Wright Tremaine LLP  
LAW OFFICES  
Suite 800 - 701 West 8th Avenue  
Anchorage, Alaska 99501  
(907) 257-5300 · Fax: (907) 257-5399

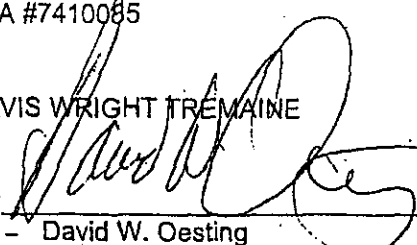
SER 1688

EXHIBIT 27

Respectfully submitted this 5<sup>th</sup> day of April, 2000, at Anchorage, Alaska.

JAMIN, EBELL, SCHMITT & MASON  
Matthew D. Jamin  
Counsel for the City of Ouzinkie  
ABA #7410085

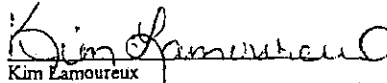
DAVIS WRIGHT TREMAINE

By:   
David W. Oesting  
Lead Counsel for Plaintiffs  
ABA #8106041

Certificate of Service

I certify that on April 5, 2000 a copy of the foregoing was served via fax and hand delivery on the following:

Douglas J. Serdahely  
Patton Boggs  
1031 West Fourth Avenue, Fifth Floor  
Anchorage, AK 99501

  
Kim Lamoureux

Davis Wright Tremaine LLP  
LAW OFFICES  
Suite 800 - 701 West 8th Avenue  
Anchorage, Alaska 99501  
(907) 257-5300 - Fax: (907) 257-5399

ACCEPTANCE OF OFFER OF JUDGMENT - 2  
27510\1\Ouzinkie Rule 68 Acceptance



IN THE SUPERIOR COURT FOR THE STATE OF ALASKA  
THIRD JUDICIAL DISTRICT, AT ANCHORAGE

In re:  
EXXON VALDEZ OIL SPILL LITIGATION

THIS DOCUMENT RELATES TO:

Case No.: 3KO-89-264  
Kodiak Island Borough v.  
Exxon Corporation, et al.,

Case No. 3KO-92-134  
City of Seward, et al. v.  
Exxon Corporation, et al.,

Case No. 3AN-89-4827A  
Chugach Alaska Corporation, et al.,  
v.  
Exxon Corporation et al.,

Case No. 3AN-89-4827A  
Chenega et al., v.  
Exxon Corporation, et al.,

Case No.: 3AN-89-2533 Civil  
(Consolidated)

JURY VERDICT FORM

Kodiak Island Borough

We the jury find land damages in the amount of:

\$ 724,734.99

Harold Luaven  
Jury Foreperson

September 24, 1994



## APPENDIX 3

<u>Category of Claims</u>	<u>EXXON CLAIMS PAYMENTS</u>	<u>CLAIMS PAYMENT AMOUNT UTILIZED AS OFFSET</u>
(a) Lower Cook Inlet Salmon	\$3,296,528	\$1,374,182
(b) Kodiak Sac Roe Herring	-0-	-0-
(c) Kodiak Salmon	-0-	-0-
(d) Pot Shrimp	884,221	221,902
(e) Trawl Shrimp	183,187	135,945
(f) Halibut	125	125
(g) Sablefish	211,654	72,127
(h) Misc. Finfish	52,887	52,887
(i) Dungeness Crab	816	-0-
(j) King Crab	-0-	-0-
(k) Tanner Crab	-0-	-0-
(l) Fall Food & Bait Herring	-0-	-0-
(m) Misc. Shellfish (PWS & LCI)	-0-	-0-
(n) Kodiak Scallops	-0-	-0-
(o) Kodiak Misc. Shellfish	-0-	-0-
(p) Prince William Sound Clams	-0-	-0-
(q) Lower Cook Inlet Smelt	-0-	-0-
(r) Oyster Farmer	-0-	-0-
(s) Permit Sales	-0-	-0-
(t) Boat Sales	-0-	-0-
(u) Emotional Distress	-0-	-0-
(v) Cook Inlet Aquaculture Association	-0-	-0-
(w) Prince William Sound Aquaculture Association	-0-	-0-
(x) Kodiak Regional Aquaculture Association	-0-	-0-
(y) Landowners	-0-	-0-
(z) Afognak Native Corporation	-0-	-0-
(aa) Other Phase IV Claims	-0-	-0-
TOTAL OFFSETS AGAINST SETTLEMENT AMOUNT AS RESULT OF EXXON CLAIMS PAYMENTS		<u>\$1,857,168</u>

EXHIBIT 29





Amounts Recovered by Area Businesses

Claim Category	Amount	Source
Area Businesses	\$82,081	Exhibit 17, p.C-2
Not-For-Profit	\$250,000	Exhibit 17, p.C-2
Fishermen Property Damage	\$1,000	Exhibit 17, p.C-2
Other Claimants	\$14,148	Exhibit 17, p.C-2
CDFU	\$41,367	Exhibit 19, Taylor Memo, Z7301273455
<b>TOTAL</b>	<b>\$388,596.00</b>	

EXHIBIT 30

SER 1695



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IN THE SUPERIOR COURT FOR THE STATE OF ALASKA  
THIRD JUDICIAL DISTRICT

In re:

EXXON VALDEZ OIL SPILL  
LITIGATION

THIS DOCUMENT RELATES TO

Case No. 3KO-89-264  
Kodiak Island Borough v.  
Exxon Corporation, et al.,

Case No. 3KO-92-134  
City of Seward, et al. v.  
Exxon Corporation, et al.

\_\_\_\_\_  
Case No. 3AN-89-2533 CI (Consolidated)

**ORIGINAL**

VOLUME XVII

TRANSCRIPT OF PROCEEDINGS

July 11, 2002 - Pages 2499 through 2643

EXCERPT-TESTIMONY OF OTTO HARRISON  
(Pages 2568, 2571, 2572, 2587, 2588,  
2618, 2619, 2620, 2621)

SER 1697

**EXHIBIT 31**

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TRIAL BY JURY

BEFORE THE HONORABLE BRIAN C. SHORTELL

Superior Court Judge

Anchorage, Alaska

July 11, 2002

8:45 a.m.

APPEARANCES:

For Plaintiff: BRIAN O'NEILL, ESQ.  
Faegre & Benson, LLP  
2200 Norwest Center  
90 South Seventh Street  
Minneapolis, Minnesota 55402

For Defendant: CHARLES P. DIAMOND, ESQ.  
M. RANDALL OPPENHEIMER, ESQ.  
O'Melveny & Myers  
1999 Avenue of the Stars, #700  
Los Angeles, California 90067

JOHN F. CLOUGH, III, ESQ.  
Clough & Associates  
8505 Old Dairy Road, Suite 202  
Juneau, AK 99801

Reported by: Kim Behrens, RMR-CRR

SER 1698

2500

1           And we had other in-house and out-of-house experts  
2           that were already on the ground beginning to develop the  
3           science programs that would allow us to proceed  
4           intelligently with the cleanup operations.

5           We had oil tracking underway. At the time that I  
6           got there, which was the 5th, there had already been two  
7           major storms of about hurricane level intensity, which  
8           had intended to spread the oil over a great portion of  
9           Prince William Sound. And so one of the things we  
10          needed to do was to be able to track where the oil was,  
11          so that we could get our skimmers into the right place  
12          and be most effective in both pick-up and protection.  
13          And we did this with fly-overs, we used some infrared  
14          techniques, we actually used a little bit of satellite  
15          technology in that process, and that work was underway.

16          We had -- excuse me here while I flip over. We had  
17          a traffic control center. We had a lot of air traffic  
18          coming and going, particularly in and out of the City of  
19          Valdez. / So with the FAA and the Air Force and our Exxon  
20          aviation group, we had set up an air traffic control  
21          center within Valdez.

22          In addition, if you came into the Anchorage  
23          airport, there was also an Exxon desk there, with a big  
24          Exxon name on it, for people that were coming in to be  
25          able to get to the right place for moving themselves or

SER 1699

2568

1 A Those were -- those were all Exxon activities, correct.

2 Q When you got there, you were at that point the highest  
3 ranking Exxon executive and the man in charge of  
4 managing Exxon's response to the oil spill, is that  
5 right?

6 A That is correct.

7 Q And did you have your own set of goals that you  
8 established to build on what had already been done?

9 A Yes, I did.

10 MR. OPPENHEIMER: I'd like to show you what has been  
11 marked as Defendant's DX-9356-B. I offer, Your Honor.

12 (Exhibit DX-9356-B offered)

13 THE COURT: It's admitted

14 (Exhibit DX-9356-B admitted)

15 BY MR. OPPENHEIMER:

16 Q Is this chart a list of those goals and priorities?

17 A Yes, it is.

18 Q Could I ask you to just come up with me and walk the  
19 jury through what you set up as Exxon's priorities when  
20 you got there.

21 A We established the priorities that you see here. The  
22 first one we talked about, which was offloading the  
23 tanker, and that was a very important operation. We had  
24 spilled 11 million gallons of oil, and that's serious,  
25 and that's what we were working on. But we still had

SER 1700

2571

1 over a million barrels on that tanker, or over --

2 Q 40 million?

3 A No. 40 million gallons, but about a million barrels --  
4 42 gallons to a barrel -- that were still on the  
5 tanker. And we had this tanker on the rocks with eight  
6 tanks torn open on the bottom, and we had to lighter  
7 that oil off of that tanker. Because, you know, if we  
8 had spilled any more of that oil, we would have just  
9 made the impact that much greater. So we had four times  
10 as much oil still on the tanker to get out of there as  
11 we had spilled.

12 We wanted to capture the oil off the water. That's  
13 the skimming operation that I talked about. We put out  
14 equipment to catch as much oil as we could on top of the  
15 water before -- every bit we could capture would be  
16 something that wouldn't get on the shoreline, wouldn't  
17 damage a bird, wouldn't damage an otter. And so we did  
18 that as a major goal and operation.

19 We had one that we call here to defend the  
20 hatcheries and the salmon streams. Within Prince  
21 William Sound there are some of the world's greatest  
22 fish hatcheries. You heard a little about the one at  
23 Sawmill Bay in some earlier testimony. But there's  
24 other great hatcheries. There's one at Esther Island  
25 and there's the one over at Nellie Juan, and there's one

SER 1701

2572

1 Q I'd like to return briefly to the goals that you've set  
2 up. First thing you said you had to do was contain and  
3 offload oil, lightering. Nick, if you could bring up  
4 segment 38.

5 MR. OPPENHEIMER: Exhibit 9360, move admission.

6 (Exhibit DX-9360 offered)

7 MR. O'NEILL: No objection.

8 THE COURT: It's admitted.

9 (Exhibit DX-9360 admitted)

10 BY MR. OPPENHEIMER:

11 Q Would you tell us, are we looking at the lightering  
12 operation here?

13 A Yes. What you're looking at is, of course, the EXXON  
14 VALDEZ, and it has eight of his tanks torn open, and  
15 inside it has rocks the size of Volkswagons. And  
16 it's -- that eight of the 11 tanks that were on it, it  
17 had spilled 250-some odd thousand barrels, or 11 million  
18 gallons of oil. It was sitting on these rocks, and of  
19 course we had two hurricane force storms. We had  
20 15-foot tidal variations each day. And beside that, we  
21 brought in a tanker, a smaller tanker which wouldn't  
22 ground on the rock, and carefully offloaded the oil that  
23 remained on the EXXON VALDEZ, repeatedly, with different  
24 ships coming in, until we got all of that oil out of  
25 EXXON VALDEZ before we moved it. So that's the

SER 1702

2587



1           lightering operation.

2                   Then we were able to move and fix the vessel for  
3 transport and move it to San Diego.

4   Q   And was the lightering operation successful?

5   A   It was successful and it received national awards and  
6 recognitions to -- for the kind of job that was done.

7                   It was truly -- it was a tremendous technical and  
8 operational feat, and our people that did that were just  
9 remarkable.

10   Q   Thanks, Nick. Capturing the oil off the water. Can you  
11 give us a little more detail about that, how you did it  
12 and what was done?

13   A   That work was primarily done by skimming, and I gave you  
14 a brief description of skimming. We brought in every  
15 known type of skimmer, and in addition we adapted a few  
16 more to operate on the water.

17                   We had some problems. I described to you earlier  
18 also a communication problem. And as we went out into  
19 the skimming operation, we had the issue -- the fact  
20 that our boats couldn't talk to boats because these  
21 islands are mountains out there, and marine band  
22 communication won't talk -- the marine band radios won't  
23 talk across mountains. And in addition, that same  
24 frequency on radios didn't talk to aircraft.

25                   So we could have a spotter aircraft out there that

SER 1703

588

## CROSS-EXAMINATION

1

2 BY MR. O'NEILL:

3 Q How are you, Mr. Harrison?

4 A I'm fine, Mr. O'Neill.

5 Q We've known each other for many years, haven't we?

6 A Yes, sir.

7 Q With regard to the oil spill, Exxon spilled the oil?

8 A Yes, sir.

9 Q And it had a legal obligation to clean it all up.

10 A I don't know about the legal obligation. I do know that  
11 we took responsibility, we agreed to do that, and we did  
12 it.

13 Q And you pled guilty to a criminal charge of negligent  
14 discharge of oil, didn't you?

15 A Mr. O'Neill, I'm just not -- that was not a case I was  
16 involved in, I don't know.

17 Q Now this was -- it's one of the great disasters of  
18 modern times, isn't it?

19 A This was the largest oil spill in U.S. waters, and at  
20 the time it occurred it was the 33rd largest oil spill  
21 in the world.

22 Q I was curious about one of the statements you made.  
23 Could we have the picture of the lightering vessel, I  
24 think it's DX-9360. I do want to talk, if we could,  
25 just for a minute about this, which is the first thing

SER 1704

2618

1 that you talked about.

2 A Right.

3 Q Only about 1/5th of the oil on the vessel spilled.

4 A That is correct.

5 Q And you said that you -- well, one of the reasons that  
6 you lightered the 40 million gallons that were still on  
7 the ship was because if they would have also spilled, it  
8 would have made the impact that much greater. Do you  
9 recall saying that?

10 A Yes, sir, and that is correct.

11 Q Tell me about that.

12 A Well, you know, we had spilled the 10 million barrels --  
13 pardon me. Wrong number, that tanker wouldn't carry  
14 that much. 10 million gallons of oil on the water.

15 Q There's 40 gallons to a barrel?

16 A About 42 gallons to a barrel.

17 Q 42. And people sometimes say gallons and they sometimes  
18 say barrels?

19 A But I'm talking gallons here for a moment. So we had  
20 spilled about 11 million gallons. There were a little  
21 over 40 million gallons still on the ship. So the ship,  
22 all told, carried something in excess of 50 million  
23 gallons.

24 Q And there was a chance that the rest of the oil -- a  
25 good chance that the rest of the oil could have spilled?

SER 1705

2619

1 A There was a possibility that the rest of the oil could  
2 have spilled.

3 Q And you brought in a fellow named Deppe, and he was able  
4 to, to his great credit, get those additional 40 million  
5 gallons off.

6 A We had Deppe, along with a very skilled crew, and we had  
7 the Coast Guard right there with us, and we were able to  
8 get the oil off of that vessel, yes, sir.

9 Q And this really isn't really a cross-examination point  
10 or anything, but just to recognize the fact, Captain  
11 Deppe put his life at risk to do that.

12 A You know, I think that you have to say that a ship  
13 that's been damaged that much, that went through two  
14 hurricane level storms before we got in that offloading,  
15 that had to be a risky situation. We did everything  
16 that we could to make that as safe as possible for  
17 people and everybody around during the process, but  
18 you've got to say that you have to do that, because it  
19 is a risky program.

20 Q And if you hadn't done that, and you would have lost the  
21 other 40 million gallons of oil, there could have been  
22 even a greater impact on wildlife, beaches, fishing  
23 seasons, Native subsistence. There would have been,  
24 wouldn't there?

25 A I think you'd have to say that more oil would lead you

SER 1706

2620

1 in that direction, yes, sir.

2 Q More oil would have caused the whole group of people,  
3 from fishermen to Natives to animals, to suffer even  
4 more than they already suffered?

5 A It would have had a greater impact wherever the oil was  
6 going, and that includes the range of a range of things,  
7 yes, sir.

8 Q You're here -- you said you retired, but you're here in  
9 court as the company's formal representative, aren't  
10 you, sir?

11 A Yes, sir.

12 Q I want to talk a little bit about, if I could, about the  
13 capture of oil off the water.

14 What percentage do you think of oil off the water  
15 that you captured?

16 A As you know, we did not capture a large percentage. We  
17 captured -- I think we cleaned up probably 10 to 20  
18 percent off of the water. Once the storms spread out  
19 the oil over as much oiled area in square miles as it  
20 did, the task of recovering oil off the water was very  
21 difficult.

22 Q Now, you talked a little bit about defending salmon  
23 streams, and you had -- you said that no fish were  
24 killed, and you use that as a trivia question.

25 A I use that as a trivia question, yes, sir.

SER 1707

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MIDNIGHT SUN COURT REPORTERS 907/258-7100

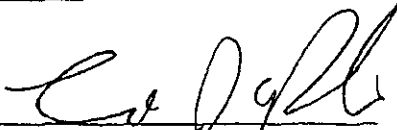
CERTIFICATE

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We, LEONARD J. DiPAOLO, Registered Professional Reporter;  
and KIM BEHRENS, Registered Merit Reporter and Certified  
Realtime Reporter, Notary Publics in and for the State of  
Alaska, do hereby certify:

That the proceedings were then taken before us at the time  
and place herein set forth; that the testimony and proceedings  
were reported stenographically and later transcribed under our  
direction by computer transcription; that the foregoing is a  
true record of the testimony and proceedings taken at that  
time; and that we are not a party to nor have any interest in  
the outcome of the action herein contained.

IN WITNESS WHEREOF, I have hereunto set my  
hand and affixed my seal this 14<sup>th</sup> day  
of July, 2002.

  
LEONARD J. DiPAOLO  
Notary Public for Alaska  
My Commission Expires: 2-3-2004

IN WITNESS WHEREOF, I have hereunto set my  
hand and affixed my seal this 14<sup>th</sup> day  
of July, 2002.

  
KIM BEHRENS  
Notary Public for Alaska  
My Commission Expires: 4/24/04

SER 1708

2641

## APPENDIX B

## SUMMARY OF POTENTIAL PENALTIES

The following summarizes the relevant potential penalties:

	Penalties as of March 24, 1989	Penalties After <u>Exxon Valdez</u> Inspired Amendments
For 11 million gallon spill (per defendant)	Criminal Fine \$5.1 billion Civil Penalties <u>\$80.5 million</u> Total <b>\$5.2 billion and imprisonment</b>	Criminal Fine \$5.1 billion Civil Penalties <u>\$1.3 billion</u> Total <b>\$6.4 billion and imprisonment</b>
For 53 million gallon spill (per defendant)	Criminal Fine \$5.1 billion Civil Penalties <u>\$386.7 million</u> Total <b>\$5.5 billion and imprisonment</b>	Criminal Fine \$5.1 billion Civil Penalties <u>\$4.3 billion</u> Total <b>\$9.4 billion and imprisonment</b>

**A. Criminal Penalties.**

Order 358, 236 F. Supp. 2d at 1066, discusses the calculation of the available federal criminal penalty. This figure does not take into account the unquantified harms discussed in Order 358, 236 F. Supp. 2d at 1062-63.

**B. Civil Penalties as of March 24, 1989.**

**1. State Civil Penalties.**

Under AS 46.03.758(b) and 18 AAC 75.570(3), as they existed on March 24, 1989, the applicable state civil penalty was the product of four numbers:

1. Number of gallons spilled;

1           2.     A base penalty per gallon, determined according to “the most sensitive  
2 receiving environment.” 18 AAC 75.570(3). In this case, the applicable base penalty  
3 was \$2.50 per gallon, *see* 18 AAC 75.570(1), because receiving environments included:

4           (a)     “marine water within the boundaries of state game refuges,” 18  
5 AAC 75.520(a)(1)(A), and National Wildlife Refuges, 18 AAC 75.520(a)(1)(D) (*e.g.*,  
6 Kodiak National Wildlife Refuge, designated as a state game refuge under  
7 AS 16.20.030(a)(9), qualifies as both);

8           (b)     “marine water within one statute mile of a seabird colony or marine  
9 mammal rookery or hauling ground identified by the Alaska Department of Fish and  
10 Game in Alaska’s Wildlife and Habitat, January, 1973,” 18 AAC 75.520(a)(1)(F) (*e.g.*,  
11 along the southern Kenai Peninsula coast, *see* attached pages M50A, M50D and M51D  
12 from the referenced 1973 ADF&G publication); and

13           (c)     “high density sea otter habitat identified” in the same publication, 18  
14 AAC 75.520(a)(1)(G) (*e.g.*, Afognak and Shuyak Islands, *see* attached page M47B from  
15 the referenced publication).

16           *See generally* PX-226 (Hazmat display of path of oil).

17           3.     A factor determined by calculating “the arithmetic mean of the toxicity,  
18 degradability, and dispersibility factors” applicable to the product spilled. 18 AAC  
19 75.570(3). Crude oil was classified as moderately toxic, 18 AAC 75.540(2)(D),  
20 moderately degradable, 18 AAC 75.550(2)(D), and moderately dispersible, 18 AAC  
21  
22  
23  
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25



1 75.560(2)(D), yielding toxicity, degradability and dispersibility factors of 0.75, 0.5 and  
 2 0.5, respectively. 18 AAC 75.570(2)(A)(ii), (B)(ii), (C)(ii). The arithmetic mean of these  
 3 factors was  $0.58\bar{3}$ ; and  
 4

5 4. A multiplier of 5 for "discharges of oil which are caused by the gross  
 6 negligence or intentional act of the discharger . . . ." AS 46.03.758(b)(2).

7 These factors yield the following calculations:

8 11 million gallons x \$2.50/gallon x  $0.58\bar{3}$  x 5 = \$80.2 million

9 53 million gallons x \$2.50/gallon x  $0.58\bar{3}$  x 5 = \$386.5 million<sup>1</sup>

## 10 2. Federal Civil Penalties.

11 Pursuant to a variety of statutes, *see* Plaintiffs' 2002 Mem. at 70 n.61, a number of  
 12 federal penalties could have been imposed. Several of these penalties imposed specified  
 13 amounts "per violation" or "per day." The summary chart above assumes only a single  
 14 violation of each statute on a single day, yielding penalties in excess of \$200,000.  
 15

### 16 C. Civil Penalties After Exxon Valdez-Inspired Amendments.

#### 17 1. State Civil Penalties.

18 In 1989, AS 46.03.759 was amended to provide for civil penalties of \$8.00 per  
 19 gallon for the first 420,000 gallons discharged and \$12.50 for each additional gallon, to  
 20 be multiplied by 4 if "the discharge was caused by the gross negligence or intentional act  
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24 <sup>1</sup> Copies of the relevant Alaska statutes and regulations as they existed on March 24, 1989 are attached for  
 25 the Court's convenience. The calculations set forth above correct errors contained in the table set forth in  
 Plaintiffs' 2002 Memorandum that had understated the state civil penalties as of March 24, 1989.

1 of the defendant," subject to a maximum penalty of \$500 million. AS 46.03.759(a)(1),  
2 (a)(2), (c)(1). The \$500 million maximum penalty would apply to spills of 11 million  
3 and 53 million gallons.  
4

5 **2. Federal Civil Penalties.**

6 The Oil Pollution Act of 1990 imposed a civil penalty on discharges of oil on  
7 account of "gross negligence or willful misconduct" of \$3,000 per barrel. 33 U.S.C.  
8 § 1321(b)(7)(D). The penalty for an 11 million gallon spill would be \$786 million. *See*  
9 *In re: the Exxon Valdez*, 270 F.3d at 1246. The penalty for a 53 million gallon spill  
10 would be \$3.8 billion (53 million gallons ÷ 42 gallons/barrel x \$3,000/barrel).  
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Davis Wright Tremaine LLP  
LAW OFFICES  
Suite 800 · 701 West 8<sup>th</sup> Avenue  
Anchorage, Alaska 99501  
(907) 257-5300 · Fax: (907) 257-5399

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APPENDIX B

ATTACHED STATUTES AND REGULATIONS IN EFFECT  
AS OF MARCH 24, 1989

1.	AS 46.03.758: Civil Penalties for Discharge of Oil
2.	18 AAC 75.500-.600: Schedule of Civil Penalties
3.	AS 16.20.030: Refuges Established
4.	Alaska's Wildlife & Habitat, January, 1973 (pages M47B, M50A, M50B, M51D)

Davis Wright Tremaine LLP  
LAW OFFICES  
Suite 4100 - 701 West 8<sup>th</sup> Avenue  
Anchorage, Alaska 99501  
(907) 257-5300 • Fax: (907) 257-5399



# ALASKA STATUTES

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## Title 46

### Water, Air, Energy, and Environmental Conservation

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SEPTEMBER 1987

SER 1811

Cross references. — For discharge of ballast into navigable waters, see AS 30.50.020.

## NOTES TO DECISIONS

Alaska and Coast Guard regulations can be applied concurrently. — The objectives of this section do not conflict with those of the Coast Guard regulations under the Ports and Waterways Safety Act of 1972, as amended by the Ports and Tanker Safety Act of 1978 (PWSA/PTSA);

therefore, the Alaska and Coast Guard regulations can be applied concurrently in Alaska territorial waters. *Chevron U.S.A., Inc. v. Hammond*, 726 F.2d 483 (9th Cir. 1984), cert. denied, U.S. 105 S. Ct. 2686, 86 L. Ed. 2d 703 (1985).

**Sec. 46.03.755. Discharge reporting.** (a) A person in charge of a facility, operation or vessel, as soon as the person has knowledge of any discharge from the facility, operation or vessel in violation of AS 46.03.740 or 46.03.750, shall immediately notify the department of the discharge.

(b) Notwithstanding (a) of this section, the department may enter into a written agreement with a person for the periodic reporting of minor discharges other than into the waters of the state. (§ 8 ch 220 SLA 1976; am § 4 ch 266 SLA 1976; am § 4 ch 116 SLA 1980)

**Sec. 46.03.758. Civil penalties for discharges of oil.** (a) The legislature finds that

(1) recent information discloses that the discharge of oil may cause significant short and long-term damage to the state's environment. Even minute quantities of oil released to the environment may cause high mortalities among larval and juvenile forms of important commercial species, may affect salmon migration patterns, and may otherwise degrade and diminish the renewable resources of the state;

(2) the exact nature and extent of oil pollution can be neither documented with certainty nor precisely quantified on a spill-by-spill basis; however, in light of the magnitude of harm which may be caused by oil discharges, and the vital importance of commercial, sport and subsistence fishing, tourism, and Alaska's natural abundance and beauty to the economic future of the state and its quality of life, it is the judgment of the legislature that substantial civil penalties should be imposed for the discharge of oil in order to provide a meaningful incentive for the safe handling of oil and to insure that the public does not bear substantial losses from oil pollution for which, because of its subtle, long-term or unquantifiable nature, compensation would not otherwise be received; and

(3) the handling of oil in large quantities is a hazardous undertaking which poses a significant threat to the economy and environment of the state, which can be substantially reduced only by the taking of rigorous safety precautions involving considerable expense; conversely, persons handling oil in smaller amounts pose a correspond-

§ 46.03.758

§ 46.03.758

WATER, AIR, ENERGY, ETC.

§ 46.03.758

The Alaska and Coast Guard can be applied concurrently in territorial waters. *Chevron v. Hammond*, 726 F.2d 483 (94), cert. denied. U.S. 86, 86 L. Ed. 2d 763 (1985).

A person in charge of a vessel has knowledge of a vessel in violation of AS notify the department of

department may enter the periodic reporting of the state. (§ 8 ch 220 1 ch 116 SLA 1980)

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ingly lower risk to the economy and environment of the state, and are capable of safe oil handling practices at correspondingly lower costs; in order to provide an incentive which is effective, but not punitive, it is necessary and appropriate that the assessment of civil penalties for discharges of small quantities of oil be left for case-by-case judicial determination, while insuring, through the penalty provisions of this section, that the handling of oil in large quantities occurs in a manner which will not impair the renewable resources of the state.

(b) No later than the 10th day after the convening of the Second Session of the Tenth Alaska Legislature, the department shall submit to the legislature regulations establishing the following schedule of fixed penalties for discharges of oil:

(1) Subject to (2) of this subsection, the penalties for the following categories of receiving environments may not exceed

(A) \$10 per gallon of oil which enters an anadromous stream or other freshwater environment with significant aquatic resources;

(B) \$2.50 per gallon of oil which enters an estuarine, intertidal or confined saltwater environment; and

(C) \$1 per gallon of oil which enters an unconfined saltwater environment, public land or freshwater environment without significant aquatic resources.

(2) For discharges of oil which are caused by the gross negligence or intentional act of the discharger, or when the court finds that the discharger did not take reasonable measures to contain and clean up the discharged oil, the penalty shall be determined by multiplying the penalty established under (1) of this subsection by a factor of five.

(c) Regulations adopted under (b) of this section shall become effective 60 days after submission to the legislature, unless disapproved by a special concurrent resolution introduced in either house, and concurred in by a majority of the members in joint session within 60 days of the submission of the regulations. The department may periodically revise regulations adopted under (b) of this section. Revised regulations shall be submitted to the legislature no later than 10 days after the convening of the appropriate regular session of the legislature, and are subject to disapproval as specified in this subsection.

(d) The schedule shall vary according to the toxicity, degradability and dispersal characteristics of the oil. The schedule shall also vary according to the sensitivity and productivity of the receiving environment. Variations under this subsection may be by subcategories of receiving environments, specific receiving environments, or both. The maximum penalties established in (b) of this section shall apply to discharges in the most sensitive and productive of receiving environments within each category of receiving environment, and the penalty shall decrease for less productive or sensitive receiving environments.

(e) After April 19, 1978, if a discharge of oil in excess of 18,000 gallons not permitted under applicable state and federal law occurs

within the territorial jurisdiction of the state, or into or upon the adjacent outer continental shelf of the state, the following persons, in addition to the person causing or permitting the discharge, are jointly and severally liable to the state, in a civil action, for the full amount of penalties established in the regulations, or \$100,000,000, whichever is less,

(1) if the discharge occurs from any commercial or industrial facility other than a vessel or offshore platform, the owner, lessee or permittee, and operator of the facility;

(2) if the discharge occurs from a vessel,

(A) the owner and operator of the vessel; and

(B) the owner of the oil carried as cargo on the vessel at the time the vessel was loaded, if the loading occurred within the territorial jurisdiction of the state, or at a deepwater port or other offshore storage facility adjacent to the state; however, if the owner of the oil temporarily transfers ownership of the oil to another person, and the transfer has the purpose or effect of evading the vicarious liability imposed by this section, the transferor will be considered the owner of the oil for the purposes of this subsection; and

(3) if the discharge occurs from an offshore platform, the lessee or permittee of the tract or acreage upon which the platform is situated, and the operator of the platform.

(f) The court shall deduct from the penalties for which the person charged is liable under (e) of this section that amount of oil which was removed from the environment as a result of a cleanup operation undertaken in conformity with applicable state and federal law, unless the oil was removed by an agency of state, local or federal government. The dispersal of oil through the use of chemical agents or other means is not considered removal for the purposes of this subsection. The court may estimate the amount of oil removed.

(g) Except as provided in (f) and (j) of this section, the entire penalty specified in the regulations shall be imposed, except that a person who discharges oil into a receiving environment may demonstrate, by a preponderance of evidence, that mitigating circumstances relating to the effects of the discharge would make imposition of the full penalty inappropriate. In determining whether mitigating circumstances exist, the court shall recognize that scientific knowledge pertaining to oil spills is very limited and if there is insufficient knowledge either to predict a base case or to show mitigating circumstances varying from that base case, the administratively established schedule of penalties shall apply. If mitigating circumstances are proven by a preponderance of the evidence, the court may reduce or totally eliminate the penalty, in accordance with the purposes of this section.

(h) A person otherwise liable for penalties under (e) of this section is not liable if the person demonstrates, by a preponderance of the evidence, that the discharge occurred solely as a result of



§ 46.03.758

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WATER, AIR, ENERGY, ETC.

§ 46.03.758

- (1) an act of God;
- (2) an act of a third person with intent to cause a discharge, unless the third person is a person with whom the person charged is made jointly and severally liable under (e)(1) — (3) of this section;
- (3) a negligent or intentional act of the State of Alaska or the United States; or
- (4) an act of war.

(i) Notwithstanding AS 46.03.875, a person liable under this section is not also liable for the discharge of oil under AS 46.03.760(a). A person causing or permitting a discharge of oil of 18,000 gallons or less not permitted under applicable state or federal law is liable for that discharge under the penalty provisions of AS 46.03.760(a); however, the court may impose a penalty of less than \$500 for the discharge.

(j) The court may reduce the penalty imposed under this section if the person charged demonstrates, by a preponderance of the evidence, that the discharge was caused solely by a negligent act of a third person, unless the third person is a person with whom the person charged is made jointly and severally liable under (e)(1) — (3) of this section.

(k) [Repealed, § 19 ch 59 SLA 1986.]

(l) In this section:

(1) "adjacent outer continental shelf" means that portion of the outer continental shelf which would be within the territorial jurisdiction of the state if its boundaries were extended seaward to the outer margin of the outer continental shelf;

(2) "confined saltwater environment" means a bay, sound or other partially enclosed saltwater body in which flushing through tidal or current action is significantly restricted;

(3) "discharge of oil" means the entry of oil into or upon the water or public land of the state (except oil discharges into an enclosed and impervious oil spill containment area), regardless of causation;

(4) "intertidal" means the ocean area between highest high water and lowest low water of tidal action;

(5) "offshore platform" means an offshore structure, whether floating or temporarily or permanently secured to the floor of the ocean or other water body, which is used primarily for the exploration for or production of oil or natural gas;

(6) "oil" means petroleum, crude oil, and any substance refined from petroleum or crude oil;

(7) "operator" means the person who, through contract, lease, sublease, or otherwise, exerts general supervision and control of activities at the facility; the term includes, by way of example and not limitation, a prime or general contractor, the master of a vessel and the master's employer, or any other person who, personally or through an agent or contractor, undertakes the general functioning of the facility;

(8) "vessel" means any form or manner of watercraft, whether or not capable of self-propulsion, except offshore platforms. (§ 1 ch 129 SLA 1977; am §§ 1-3 ch 128 SLA 1978; am § 110 ch 59 SLA 1982; am § 19 ch 59 SLA 1986)

**Revisor's notes.** — In 1987, a reference in paragraph (b)(1) to "(3) of this subsection" was changed to "(2) of this subsection" to correct a manifest error.

**Cross references.** — For provision that actions brought under this section may be brought directly against insurers or other persons providing evidence of financial responsibility, see AS 46.04.040(e).

For schedule of civil penalties under (k) of this section, see 18 AAC 75.510 — 18 AAC 75.600.

**Effect of amendments.** — The 1986 amendment repealed subsection (k), concerning the "oil spill mitigation account."

**Editor's notes.** — The effective date (referred to in (e) of this section) of the regulation adopting the schedules is April 19, 1978.

**Sec. 46.03.760. Civil action for pollution; damages.** (a) A person who violates or causes or permits to be violated a provision of this chapter other than AS 46.03.250 — 46.03.314, or a provision of AS 46.04 or AS 46.09, or a regulation, a lawful order of the department, or a permit, approval, or acceptance, or term or condition of a permit, approval, or acceptance issued under this chapter or AS 46.04 or AS 46.09 is liable, in a civil action, to the state for a sum to be assessed by the court of not less than \$500 nor more than \$100,000 for the initial violation, nor more than \$5,000 for each day after that on which the violation continues, and that shall reflect, when applicable,

(1) reasonable compensation in the nature of liquidated damages for any adverse environmental effects caused by the violation, which shall be determined by the court according to the toxicity, degradability and dispersal characteristics of the substance discharged, the sensitivity of the receiving environment, and the degree to which the discharge degrades existing environmental quality;

(2) reasonable costs incurred by the state in detection, investigation, and attempted correction of the violation;

(3) the economic savings realized by the person in not complying with the requirement for which a violation is charged.

(b) Except as determined by the court under (f)(4) of this section, actions under this section may not be used for punitive purposes, and sums assessed by the court must be compensatory and remedial in nature.

(c) The court, upon motion of the department or upon its own motion, may defer assessment of all or part of that portion of the sum imposed upon a person under (a)(3) of this section conditioned upon the person complying, within the shortest feasible time, with the requirement for which a violation is shown.

(d) As used in this section, "economic savings" means that sum which a person would be required to expend for the planning, acquisi-



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PART 5

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18 AAC 75.395

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18 AAC 75.500 ENVIRONMENTAL CONSERVATION 18 AAC 75.510

(1) "approved loading manual" means the manual including in-  
formation regarding trim and stability, hullbending moment, and  
information meeting the requirements of 46 CFR § 45.105;

(2) "containment and exclusion equipment" means booms, logs,  
curtains, and other devices designed or constructed and deployed in  
order to control, concentrate and restrict the movement and spread-  
ing of oil;

(3) "discharge" means any spilling, leaking, pumping, pouring,  
sweating, emitting, emptying, or dumping;

(4) "lightering" means pumping or transferring of oil from cargo  
compartments of tank vessels to another vessel or storage container;

(5) "liquefied petroleum gas" means natural gas converted to a  
liquid state by pressure and cooling, butane, propane, and other  
light ends which at 70 degrees F. and atmospheric pressure revert  
to the gaseous state. (Eff. 9/9/81, Register 79)

Authority: AS 46.03.020  
AS 46.04.030  
AS 46.04.070

Editor's notes. — For the purposes of "oil"; "oil barge"; "oil terminal facility";  
this chapter, the following terms are de- "operator"; "person"; "tank vessel"; "ves-  
fined in AS 46.04.120: "department"; "off- sel."  
shore exploration and production facility";

Article 5. Schedule of Civil Penalties

Section	Section
500. Applicability	560. Dispersibility of petroleum, petro- leum products, and byproducts
510. Freshwater environments	570. Schedule of civil penalties
520. Marine environments	580. Prosecutorial discretion
530. Public land environments	590. Annual report
540. Toxicity of petroleum, petroleum products, and byproducts	600. Definitions
550. Degradability of petroleum, petro- leum products, and byproducts	

18 AAC 75.500. APPLICABILITY. 18 AAC 75.510 — 18 AAC  
75.600 establish a schedule of civil penalties for the discharge of oil  
under AS 46.03.758. The schedule of civil penalties established by this  
chapter does not apply to discharges of oil which are specifically made  
subject to the penalty provisions of AS 46.03.760(a). (Eff. 4/19/78, Reg-  
ister 66)

Authority: AS 46.03.758

18 AAC 75.510. FRESHWATER ENVIRONMENTS. (a) For  
the purposes of AS 46.03.758(b)(1)(A), freshwater environments with  
significant aquatic resources are classified as follows:

(1) Critical freshwater environments include

## 18 AAC 75.520 ALASKA ADMINISTRATIVE CODE 18 AAC 75.520

(A) surface and subsurface water supplies for which the commissioner of natural resources has issued a water use permit under AS 46:15.040 et seq., or which are in fact being used for a purpose that would qualify for a water use permit;

(B) rivers, lakes, and streams designated under AS 16.05.870(a) as important for the spawning, rearing, or migration of anadromous fish, and the water of lakes, streams, and rivers which flows or empties into those designated waters;

(C) lakes, streams, rivers, and freshwater wetlands within the boundaries of land administered under the National Wildlife Refuge System, and the water of lakes, streams, and rivers which flows or empties into those waters;

(D) lakes, streams, rivers, and freshwater wetlands within the boundaries of game reserve areas, refuges, critical habitat areas, and sanctuaries established under AS 16.05.255(1) or AS 16.20, and the water of lakes, streams, and rivers that flows or empties into those waters; and

(E) lakes, streams, rivers, and freshwater wetlands within the boundaries of fish reserve areas, refuges, critical habitat areas, and sanctuaries established under AS 16.05.251(1) or AS 16.20, and the water of lakes, streams, and rivers that flows or empties into those waters;

(2) Sensitive freshwater environments include

(A) lakes other than those classified in (1) of this subsection;

(B) freshwater wetlands other than those classified in (1) of this subsection; and

(C) subsurface freshwaters other than those classified in (1)(A) of this subsection.

(b) For the purposes of AS 46.03.758(b)(1)(C), all freshwater of the state not classified in (a)(1) or (2) of this section is classified as without significant aquatic resources. (Eff. 4/19/78, Register 66; am 8/6/87, Register 103)

Authority: AS 46.03.75E

**18 AAC 75.520. MARINE ENVIRONMENTS.** (a) For the purposes of AS 46.03.758(b)(1)(B), estuarine, intertidal and saltwater environments are classified as follows:

(1) Critical marine environments include

(A) marine water within the boundaries of state game refuges established under AS 16.05.255(1) or AS 16.20;

(B) marine water within the boundaries of fish and game critical habitats established under AS 16.20;

(C) marine water within the boundaries of marine sanctuaries established under 33 U.S.C. 1401 et seq., (P.L. 92-532);

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18 AAC 75.530 ENVIRONMENTAL CONSERVATION 18 AAC 75.530

(D) marine water within the boundaries of areas administered  
under the National Wildlife Refuge System;

(E) marine water within one statute mile of the mouth of  
waters designated under AS 16.05.870(a) as important for the  
spawning, rearing or migration of anadromous fish;

(F) marine water within one statute mile of a seabird colony or  
marine mammal rookery or hauling ground identified by the  
Alaska Department of Fish and Game in Alaska's Wildlife and  
Habitat, January, 1973;

(G) high density sea otter habitat identified by the Alaska De-  
partment of Fish and Game in Alaska's Wildlife and Habitat,  
January, 1973; and

(H) marine water within the barrier island-lagoon ecosystems  
extending from the Colville River to Canning River, and seaward  
of the Copper River delta;

(2) Sensitive marine environments include

(A) the inside waters of Southeast Alaska not otherwise classi-  
fied in (1) of this subsection;

(B) saltwater wetlands and other intertidal and estuarine  
areas not otherwise classified in (1) of this subsection; and

(C) Prince William Sound, and the bays, arms, fjords, ports and  
other inside marine waters of Prince William Sound; and

(D) all marine water within 10 statute miles of any point of  
those waters designated in (1) of this subsection.

(b) For the purposes of AS 46.03.758(b)(1)(C), marine water not  
classified in (a) of this section is classified as without significant  
aquatic resources. (Eff. 4/19/78, Register 66)

Authority: AS 46.03.758

**18 AAC 75.530. PUBLIC LAND ENVIRONMENTS.** (a) For the  
purposes of AS 46.03.758(b)(1)(C), public land is classified as follows:

(1) Critical terrestrial environments include

(A) state game reserve areas, refuges and sanctuaries estab-  
lished under AS 16.05.255(1) or AS 16.20 *et seq.*;

(B) state parks, campgrounds and waysides;

(C) municipal parks and park reserves;

(D) national parks, preserves, wilderness areas, monuments,  
recreation areas and lands administered under the National  
Wildlife Refuge System;

(E) established campgrounds, scenic waysides and picnic areas;  
and

(F) national historical sites;

(2) Very sensitive terrestrial environments include

(A) land administered under the National Forest System not  
otherwise classified in (1) of this subsection;

(B) land underlain with continuous permafrost not otherwise classified in (1) of this subsection; and

(C) land in state forests and research areas not otherwise classified in (1) of this subsection;

(3) Sensitive terrestrial environments include land other than that classified in (1) or (2) of this subsection upon which continuous natural terrestrial vegetation cover is present.

(b) For the purposes of AS 46.03.758(b)(1)(C), all public land not classified in (a) of this section is classified as without significant terrestrial environmental resources. (Eff. 4/19/78, Register 66)

Authority: AS 46.03.758

**18 AAC 75.540. TOXICITY OF PETROLEUM, PETROLEUM PRODUCTS, AND BYPRODUCTS.** For the purposes of AS 46.03.758(d), the toxicity of petroleum, petroleum products, and byproducts is as follows:

(1) highly toxic

(A) numbers 1, 2 and Arctic diesel fuel and heating oil;

(B) jet aviation fuels A and B;

(C) motor gasoline including aviation gasoline;

(D) kerosene; and

(E) stationary turbine fuels;

(2) moderately toxic

(A) waste oil and waste oil mixtures;

(B) lubricating oil;

(C) jet fuels other than those specified in (1)(B) of this section;

and

(D) crude oil;

(3) less toxic

(A) bunker and residual fuel oils; and

(B) hydraulic fluids;

(4) relatively nontoxic

(A) asphalts;

(B) tars; and

(C) other petroleum, petroleum products, and byproducts not listed in (1) — (3) of this section. (Eff. 4/19/78, Register 66)

Authority: AS 46.03.758

**18 AAC 75.550. DEGRADABILITY OF PETROLEUM, PETROLEUM PRODUCTS, AND BYPRODUCTS.** For the purposes of AS 46.03.758(d), the degradability of petroleum, petroleum products and byproducts is as follows:

(1) low degradability

(A) asphalt;



## 18 AAC 75.560 ENVIRONMENTAL CONSERVATION 18 AAC 75.570

- (B) tar;  
 (C) bunker and residual fuel oils; and  
 (D) other petroleum, petroleum products, and byproducts not otherwise listed in (2) or (3) of this section;
- (2) moderate degradability  
 (A) hydraulic fluids;  
 (B) lubricating oil;  
 (C) waste oils and waste oil mixtures; and  
 (D) crude oil;
- (3) high degradability  
 (A) motor gasoline, including aviation gasoline;  
 (B) numbers 1, 2 and Arctic diesel fuel and heating oil;  
 (C) jet and stationary turbine fuels; and  
 (D) kerosene.

(Eff. 4/19/78, Register 66)

Authority: AS 46.03.758

**18 AAC 75.560. DISPERSIBILITY OF PETROLEUM, PETROLEUM PRODUCTS, AND BYPRODUCTS.** For the purposes of AS 46.03.758(d), the dispersibility of petroleum, petroleum products, and byproducts is as follows:

- (1) highly dispersible  
 (A) motor gasoline, including aviation gasoline;  
 (B) all jet fuels;  
 (C) kerosene;  
 (D) numbers 1, 2 and Arctic diesel fuel and heating oil;  
 (E) hydraulic fluids; and  
 (F) stationary turbine fuels;
- (2) moderately dispersible  
 (A) emulsified oil mixtures;  
 (B) lubricating oils;  
 (C) waste oil and waste oil mixtures; and  
 (D) crude oils;
- (3) low dispersibility  
 (A) bunker and residual fuel oils;  
 (B) asphalts;  
 (C) tars; and  
 (D) other petroleum, petroleum products, and byproducts not otherwise listed in (1) or (2) of this section. (Eff. 4/19/78, Register 66)

Authority: AS 46.03.758

**18 AAC 75.570. SCHEDULE OF CIVIL PENALTIES.** The schedule of civil penalties for which a person may be held liable under AS 46.03.758(e) is established as follows:

18 AAC 75.570 ALASKA ADMINISTRATIVE CODE 18 AAC 75.570

(1) The base civil penalty for discharges into various receiving environments is as follows:

	Freshwater	Marine	Public Land
Critical environmental resources	\$10.00	\$2.50	\$1.00
Very sensitive environmental resources	N/A	N/A	.75
Sensitive environmental resources	5.00	2.00	.50
Without significant environmental resources	1.00	1.00	.25

(2) Toxicity, degradability and dispersibility factors are as follows:

	Factor
(A) toxicity*	
(i) highly toxic	1.0
(ii) moderately toxic	0.75
(iii) less toxic	0.5
(iv) relatively nontoxic	0.25
(B) degradability**	
(i) low degradability	1.0
(ii) moderate degradability	0.5
(iii) high degradability	0.25
(C) dispersibility	
(i) high dispersibility	0.15
(ii) moderate dispersibility	0.5
(iii) low dispersibility	1.0

(3) The net civil penalty which will be assessed per gallon of oil discharged is calculated by multiplying the base penalty established in (1) of this section by the arithmetic mean of the toxicity, degradability, and dispersibility factors established in (2) of this section. If a portion of the oil enters more than one receiving environment, the civil penalty will be based upon the most sensitive receiving environment which that portion of the oil enters. (Eff. 4/19/78, Register 66)

Authority: AS 46.03.758

\*To determine the toxicity factor for a particular oil, the factor from the table is multiplied by a fraction whose numerator is the percent concentration of aromatics in the oil and whose denominator is 45. In no event shall the toxicity factor exceed 1.0.

The toxicity factor in crude oil is .75 multiplied by a fraction whose numerator is the API gravity of the crude oil and whose denominator is 30.

\*\*The degradability factor for crude oil is .5 multiplied by a fraction whose numerator is 30 and whose denominator is the API gravity of the crude oil.

18 AAC 75.570

s receiving

Marine	Public Land
\$2.50	\$1.00
N/A	.75
2.00	.50
1.00	.25

rs are as fol-

Factor

- 1.0
- 0.75
- 0.5
- 0.25
  
- 1.0
- 0.5
- 0.25
  
- 0.15
- 0.5
- 1.0

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18 AAC 75.580 ENVIRONMENTAL CONSERVATION 18 AAC 75.600

**18 AAC 75.580. PROSECUTORIAL DISCRETION.** In appropriate cases, the department will, in its discretion, either settle actions out of court under AS 46.03.758 for less than the full penalty provided for under this chapter, or decline to file an action under AS 46.03.758. This section is intended to confirm the department's litigation discretion, and may not be construed as creating a reviewable decision. (Eff. 4/19/78, Register 66)

Authority: AS 46.03.758

**18 AAC 75.590. ANNUAL REPORT.** Within 10 days after the convening of each regular legislative session, the department will report to the legislature on all actions brought during the preceding calendar year, and the status and disposition of those actions. (Eff. 4/19/78, Register 66)

Authority: AS 46.03.758

**18 AAC 75.600. DEFINITIONS.** As used in secs. 500 — 600 of this chapter

- (1) "estuary" means a semienclosed, coastal body of water which has a free connection with the sea and within which seawater is measurably diluted with freshwater derived from land drainage;
- (2) "freshwater wetlands" means those environments characterized by rooted vegetation which is partially submerged either continuously or periodically by surface freshwater with less than .5 parts per thousand salt content and not exceeding three meters in depth;
- (3) "inside waters of Southeast Alaska" includes all those marine waters lying inside the boundary line established in 33 C.F.R. secs. 82.1705-1730, 42 Federal Register 35791 (July 11, 1977);
- (4) "marine water" means all saltwater environments, including saltwater wetlands, estuaries, and the intertidal zone;
- (5) "permafrost" means soil or other earth material supporting vegetation with a temperature which remains below 0 degrees Celsius (32 degrees Fahrenheit) for two or more years;
- (6) "Prince William Sound" includes all marine water lying inside the boundary line established in 33 C.F.R. sec. 82-1740, 42 Federal Register 35791 (July 11, 1977); and
- (7) "saltwater wetlands" means those coastal areas along sheltered shorelines characterized by halophytic hydrophytes and macroalgae extending from extreme low tide to an area above extreme high tide which is influenced by sea spray or tidally induced water table changes. (Eff. 4/19/78, Register 66)

Authority: AS 46.03.758



(3) special recognition of the value to the state and the nation of unspoiled habitat and the game characteristic to it, as demonstrated by designating as state game refuges those lands which were National Bird and Wildlife Refuges or Ranges at the time that Alaska achieved statehood. (§ 1 ch 114 SLA 1960)

Collateral references. — 38 C.J.S., Game, §§ 7, 8, 15.

Sec. 16.20.020. Purpose. The purpose of this chapter is to provide and preserve the natural habitat and game population in certain designated areas of the state. (§ 1 ch 114 SLA 1960)

Sec. 16.20.030. Refuges established. (a) Those land areas included in the National Wildlife Refuge System which are cited in this subsection are designated as state game refuges, and the board shall assign them appropriate refuge names:

- (1) Aleutian Islands Refuge (except Umnak, Unalaska, Agassiz, Akutan, Sanak, and Tygald Islands);
- (2) Bering Sea Refuge (St Matthews and Hall Islands, and Pinnaclet Islet in Bering Sea);
- (3) Bogoslof Island Refuge;
- (4) Chamisso Island Refuge;
- (5) Forrester Island Refuge;
- (6) Hazen Bay (Nunivakchak and Kirgegag Islands);
- (7) Hazy Islands Refuge;
- (8) Kenai National Moose Range;
- (9) Kodiak National Wildlife Refuge;
- (10) Nunivak Island Refuge;
- (11) St. Lazaria Island Refuge;
- (12) Semidi Islands Wildlife Refuge;
- (13) Tuxedni Refuge (Islands in Tuxedni Harbor);
- (14) Izembek Refuge, including the tide and submerged lands described as follows:

- (A) Township 58 South, Range 91 West, Seward Meridian; Sections 1 — 4
- Sections 9 — 12
- (B) Township 58 South, Range 90 West, Seward Meridian; Sections 1 — 9
- Section 16
- (C) Township 57 South, Range 91 West, Seward Meridian; Section 13
- Section 24 — 26
- Sections 35 — 36
- (D) Township 57 South, Range 90 West, Seward Meridian; Sections 1 — 36

(Township 57 South, Range 89 West, Seward Meridian; Sections 5 — 6

(Township 56 South, Range 87 West, Seward Meridian; Sections 1 — 6

(Township 56 South, Range 88 West, Seward Meridian; Sections 1 — 23

(Township 55 South, Range 87 West, Seward Meridian; Sections 1 — 36

(Township 56 South, Range 89 West, Seward Meridian; Sections 1 — 36

(Township 55 South, Range 89 West, Seward Meridian; Sections 1 — 36

(Township 55 South, Range 88 West, Seward Meridian; Sections 1 — 36

(Township 55 South, Range 86 West, Seward Meridian; Sections 6 — 7

(Township 56 South, Range 90 West, Seward Meridian; Entire township);

(5) Cape Newenham National Wildlife Range, including tide and submerged land in Chagvan Bay described as follows:

- (A) Township 16 South, Range 75 West, Seward Meridian; Section 1
- Sections 11 — 15
- Sections 22 — 27
- Sections 34 — 36
- (B) Township 16 South, Range 74 West, Seward Meridian; Sections 7 — 9
- Sections 17 — 19
- Section 30;

(6) Clarence Rhodes National Wildlife Range;

(7) Arctic National Wildlife Range.

The following existing and applied-for highway, pipeline and railroad, excluding existing and applied-for as of May 20, 1971, are established as the Potter State Game Refuge: All land and water south and west of and adjacent to the toe of the bluff which extends from Campbell Point easterly to Potter Creek. Notwithstanding any other provision of law before June 26, 1976, the municipality in which the Potter Point Game Refuge is contained may zone privately owned land in the refuge. If no zoning action is taken by the municipality before June 26, 1976, the Department of Natural Resources may adopt, in accordance with the Administrative Procedure Act (AS

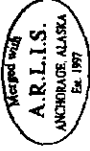
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V.P. O'Brien

# Alaska's Wildlife and Habitat

Alaska Department of Fish and Game



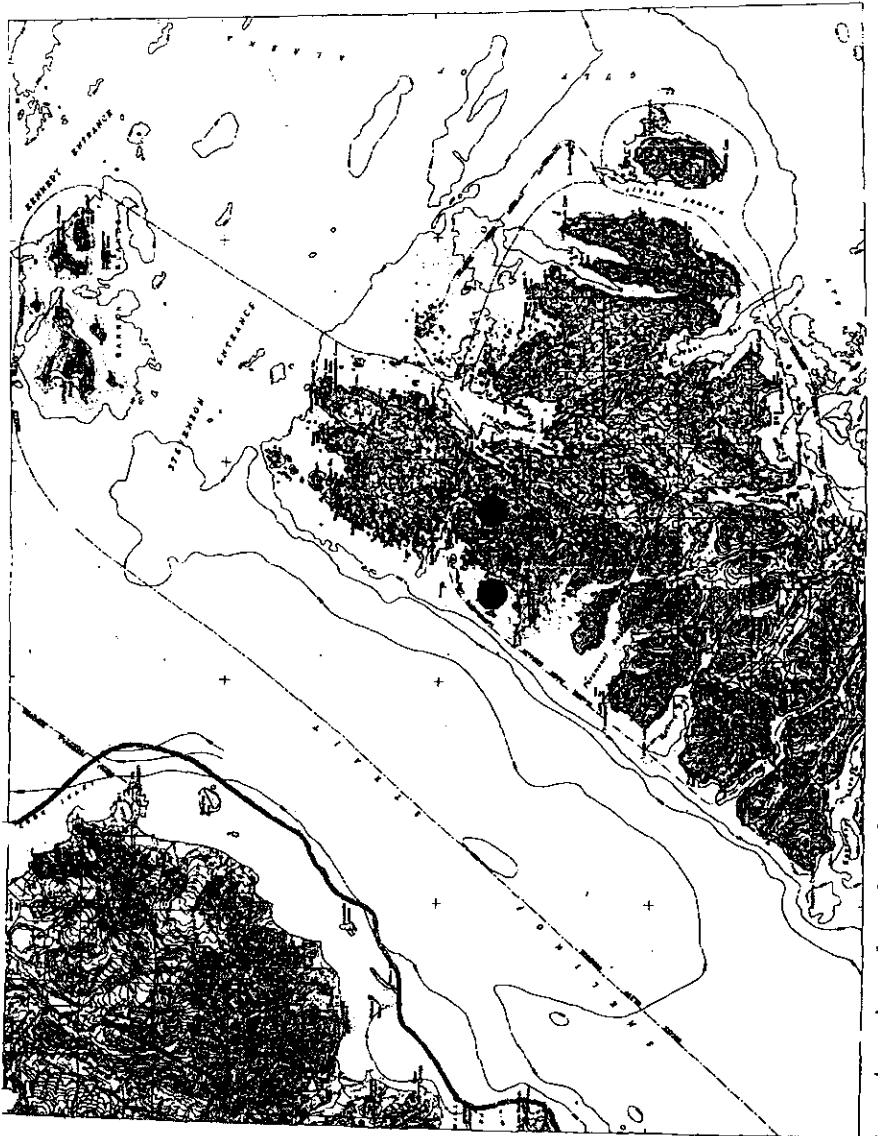
JANUARY, 1973

Funded by Federal Aid in Wildlife Restoration Funds  
PRICE: \$15

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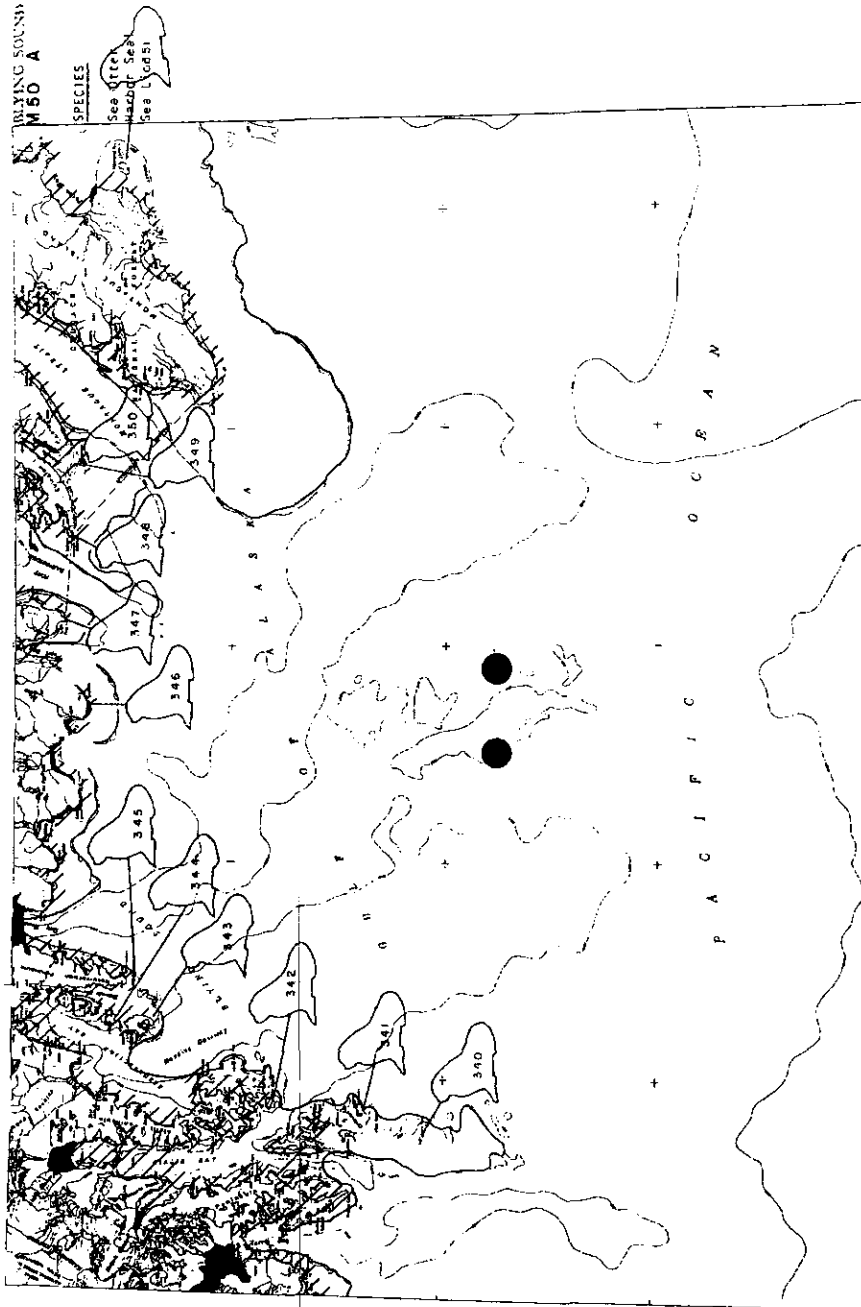
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AIOGNAK  
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SPECIES  
Sea Otter



Sea Otter Density  
 High.....  
 Present.....





BERING SOUND  
W 50 A

SPECIES

Sea Otter  
Harbor Seal  
Sea Lion

Sea Otter Density  
High  
Present

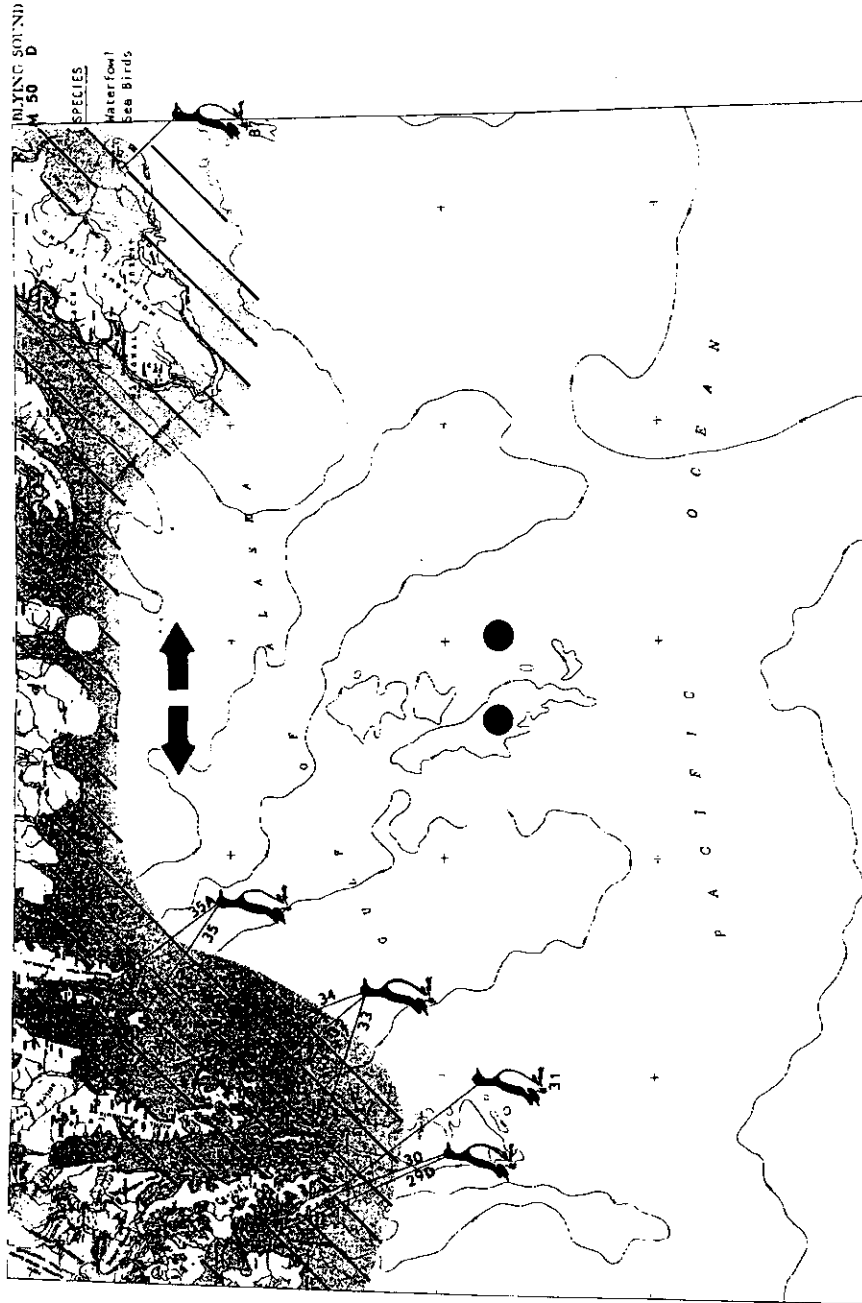
Sea Otter, Seal, Sea Lion  
Habitat

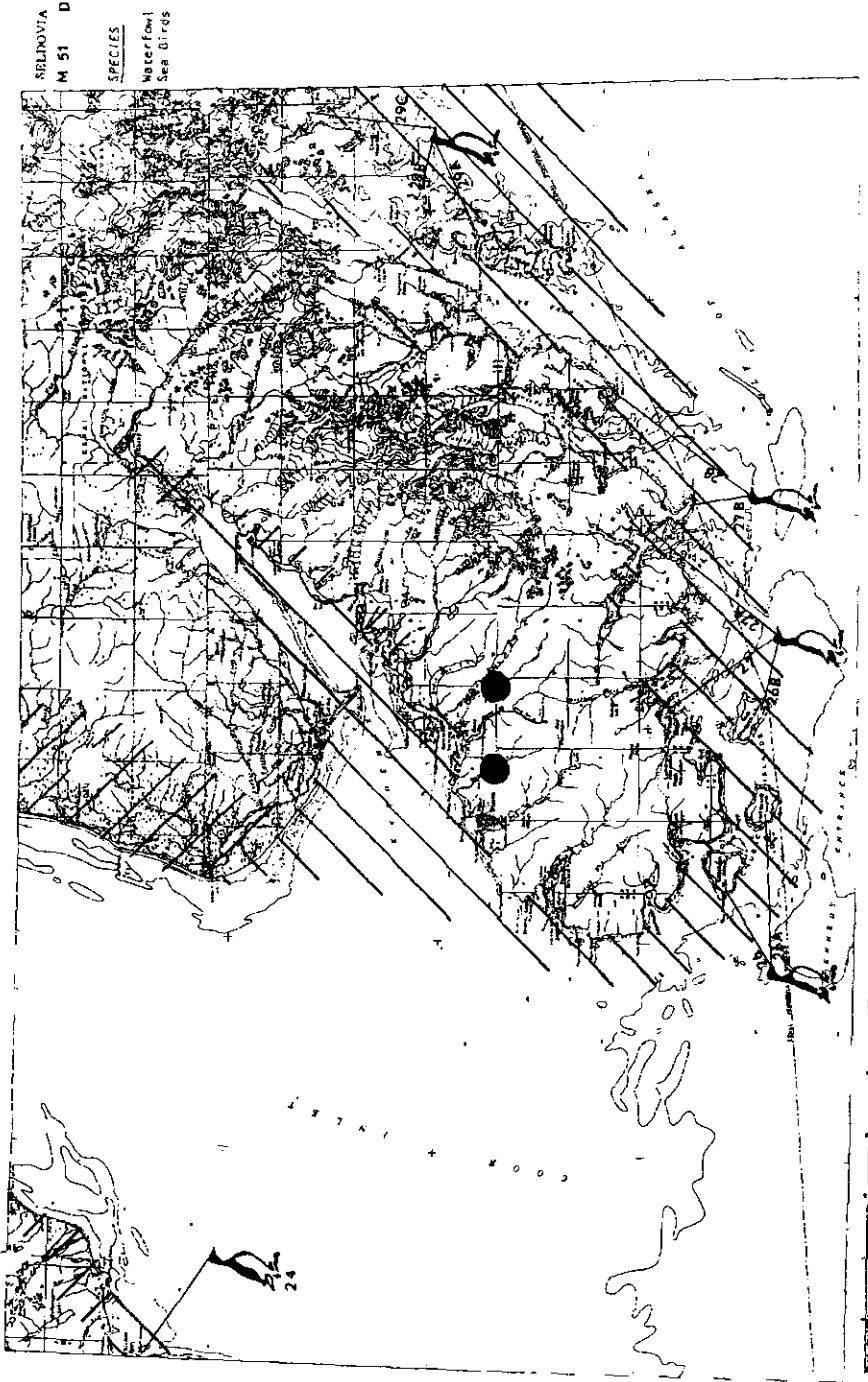
Sea Lion Concentrations  
Ankeries and Hauling  
Grounds

Harbor Seal Density  
High

SER 1833

SER 1834





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SPECIES

- Waterfowl
- Sea Birds

- Waterfowl & Sea birds
- Wintering Areas.....
- Nesting, Molting.....
- Presence.....
- Major Migration Routes..
- Minor Migration Routes..

Sea Bird Colonies

SER 1837

SER 1838