



Petersburg Borough

12 South Nordic Drive
Petersburg, AK 99833

Meeting Agenda Borough Assembly Regular Meeting

Monday, June 21, 2021

6:00 PM

Assembly Chambers

You are invited to a Zoom webinar.
When: Jun 21, 2021 06:00 PM Alaska
Topic: 6/21/2021 Assembly Meeting

Please click the link below to join the webinar:
<https://zoom.us/j/98387890616?pwd=ZmxmWnYxVnl1TnUxUnUvWXYwaEdmUT09>
Passcode: 357013

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 346 248 7799 or +1 669 900 9128 or +1 253 215 8782 or +1 312 626 6799 or
+1 646 558 8656 or +1 301 715 8592

Webinar ID: 983 8789 0616

Passcode: 357013

1. **Call To Order/Roll Call**
2. **Voluntary Pledge of Allegiance**
3. **Approval of Minutes**
 - A. July 20, 2020 Regular Assembly Meeting Minutes**
 - B. July 24, 2020 Special Assembly Meeting Minutes**
 - C. June 7, 2021 Regular Assembly Meeting Minutes**
4. **Amendment and Approval of Meeting Agenda**
5. **Public Hearings**
 - A. Public Hearing for Ordinance #2021-11: An Ordinance Amending Chapter 4.30, "Alaska Remote Seller Sales Tax Code", of the Borough Code**

Any public testimony regarding Ordinance #2021-11 should be given during this public hearing. A copy of Ordinance #2021-11 may be found under agenda item 14A.

6. Bid Awards

7. Persons to be Heard Related to Agenda

Persons wishing to share their views on any item on today's agenda may do so at this time.

8. Persons to be Heard Unrelated to Agenda

Persons with views on subjects not on today's agenda may share those views at this time.

9. Boards, Commission and Committee Reports

10. Consent Agenda

A. Inga's Galley Liquor License Transfer

If approved, the Liquor License will be transferred to Eide Ventures, LLC dba Inga's Galley.

11. Report of Other Officers

A. EOC IC Hagerman

IC Hagerman will provide an update on the EOC.

B. Alaska Redistricting Board Executive Director Peter Torkelson: Redistricting Basics Presentation

Alaska Constitution Article VI states that within thirty days after the official reporting of the decennial census the Alaska Redistricting Board shall adopt one or more proposed redistricting plans.

12. Mayor's Report

A. June 21, 2021 Mayor's Report

13. Manager's Report

Manager Giesbrecht is currently out of the office.

14. Unfinished Business

A. Ordinance #2021-11: An Ordinance Amending Chapter 4.30, "Alaska Remote Seller Sales Tax Code", of the Borough Code, Second Reading

The Alaska Remote Seller Sales Tax Commission has adopted amendments to certain uniform provisions for the collection and remittance of municipal sales tax, applicable to sales made by remote sellers. These amendments are outlined in this ordinance for consideration of incorporation into Borough Code. The Ordinance was approved in its first reading by a vote of 6-0.

15. New Business

A. Resolution #2021-08: A Resolution of the Assembly of the Petersburg Borough Approving Direct Disposal of Borough Land by Granting a 20' Wide Utility Easement in Perpetuity to AP&T Wireless at 419 Sandy Beach Road.

Resolution #2021-08, if adopted, will permit the Assembly to grant a 20' Wide Utility Easement to AP&T Wireless for a submarine and terrestrial fiber optic cable that will interconnect Prince of Wales Island to Juneau via Petersburg.

B. Stradling Engagement Letter

The Borough's long-time bond attorney has retired. Utility Director Hagerman requests engaging the bond counsel services of Stradling, Yocca, Carlson and Rauth (dba Stradling) for a prospective bond issuance, if approved by the voters, to finance the Blind Slough Hydroelectric project and additional diesel standby generation for the PMPL system. This is the same firm that SEAPA recently used for electric bond refinancing. Section 2.14 in the Borough Charter provides that the Assembly may appoint special legal and financial advisors for bond issues or other matters.

C. Special Use Permit: Jason and Julie Anderson - 208 N. 4th Street

This Special Use Permit will allow for placement of a greenhouse, fence and planter boxes partially within the Excel Street right of way adjacent to Parcel #01-106-207 at 208 N. 4th Street. The Planning Commission recommends approval of the Special Use Permit with conditions.

16. Communications

A. Petersburg Business Climate and COVID-19 Impacts Survey 2021

B. Correspondence Received Since May 27, 2021

17. Assembly Discussion Items

A. Assembly Member Comments

B. Recognitions

18. Adjourn



Petersburg Borough

12 South Nordic Drive
Petersburg AK, 99833

Meeting Minutes Borough Assembly

Monday, July 20, 2020

6:00 PM

Assembly Chambers

1. Call To Order/Roll Call

Mayor Jensen called the meeting to order at 6:00pm.

Present: 7 - Mayor Mark Jensen, Assembly Member Bob Lynn, Assembly Member Brandi Marohl, Assembly Member Jeffrey Meucci, Assembly Member Taylor Norheim, Assembly Member Jeigh Stanton Gregor and Assembly Member Chelsea Tremblay

2. Voluntary Pledge of Allegiance

The Pledge was recited.

3. Approval of Minutes

- A. Regular and Special Assembly Meeting Minutes for: March 16 (regular), March 20 (special), March 22 (special), March 25 (special) , April 6 (regular) and April 6 (special), 2020

Attachments: [March 16, 2020 Assembly Meeting Minutes](#)
[March 20, 2020 Special Assembly Meeting Minutes](#)
[March 22, 2020 Special Assembly Meeting Minutes](#)
[March 25, 2020 Special Assembly Meeting Minutes](#)
[April 6, 2020 Assembly Meeting Minutes](#)
[April 6, 2020 Special Assembly Meeting Minutes](#)

The minutes from the March 16, March 20, March 22, March 25, and April 6, 2020 Assembly meetings were unanimously approved.

4. Amendment and Approval of Meeting Agenda

The agenda was amended to include an update from Incident Commander Hagerman under Agenda Item #11, Report of Other Officers. The Assembly unanimously approved the agenda, as amended.

5. Public Hearings

6. Bid Awards

7. Persons to be Heard Related to Agenda

Nancy Berg spoke in support of Ordinance #2020-19.
Marj Oines requested clarification on Ordinance #2020-19.

Kandi Woodworth and Darcie Ewert separately spoke in support of an ordinance to put the question of removal of Frederick Point East Subdivision from Service Area 1 before the voters.
 Donna Marsh, Lloyd Thynes, Susan Burrell and Dana Thynes separately spoke in opposition of Ordinance #2020-19.
 David Beebe spoke regarding State Government Officials visiting Petersburg and the lack of public notice.
 Becky Knight shared her concerns about the lack of public notice of Bert Stedman and Don Young's visit and spoke about the Kake Access Road.

8. Persons to be Heard Unrelated to Agenda

No views were shared.

9. Board, Commission and Committee Reports

10. Consent Agenda

11. Report of Other Officers

A. EOC IC Hagerman

Incident Commander Hagerman gave an update of EOC operations.

12. Mayor's Report

A. July 20, 2020 Mayor's Report

Attachments: [July 20, 2020 Mayor's Report](#)

Mayor Jensen reported on the meeting with Senator Stedman and Congressman Young, stating those in attendance were Assembly Member Tremblay, Assembly Member Lynn, Manager Giesbrecht and Congressman Young's Chief of Staff. Topics discussed were stimulus funds and infrastructure needs in our area.

13. Manager's Report

A. July 20, 2020 Manager's Report

Attachments: [July 20, 2020 Manager's Report](#)

Manager Steve Giesbrecht read his report into the record; a copy of which is attached and made a permanent part of these minutes.

14. Unfinished Business

Ordinances for Third and Final Reading

- A. Ordinance #2020-19: An Ordinance Amending Borough Code Chapter 3.72 to Provide for Civil Emergency Provisions

Attachments: [Ordinance #2020-19 for third and final reading](#)

Action on the third and final reading of Ordinance #2020-19 was postponed to September 21, 2020 by a vote of 4 to 3, Assembly Members Meucci, Stanton Gregor and Tremblay opposed.

15. New Business

- A. Resolution #2020-12: A Resolution Approving the Sole Source Purchase of TASER Axon Body 3 Video Cameras

Attachments: [Resolution #2020-12](#)
[Chief Kerr Memo](#)
[Axon Enterprise Quote](#)
[Axon Interfacing Products List](#)

Resolution #2020-12 passed unanimously.

- B. Wash Truck Purchase

Attachments: [Public Works Director Cotta Memo](#)
[FY21 Motor Pool Replacement Recommendation Summary](#)
[RWC International Quote](#)

The wash truck purchase was unanimously approved.

- C. Frederick Point East Properties

The Assembly approved drafting of an ordinance to put the question of removing Frederick Point East Subdivision from Service Area 1 to the voters at the 2021 Municipal Election by a vote of 6 to 1, Assembly Member Stanton Gregor opposed.

- D. 2020 Petersburg Borough Municipal Election

The motion to hold the 2020 Petersburg Borough Municipal Election in person passed with a vote of 4 to 3, Assembly Members Meucci, Stanton Gregor and Tremblay opposed.

- E. Letters of Interest for the Parks & Recreation Advisory Board

Attachments: [Malena Marvin LOI](#)
[Stephanie Hayes LOI](#)

With unanimous approval of the Assembly, Mayor Jensen appointed Stephanie Hays and Malena Marvin to the Parks & Recreation Advisory Board.

16. Communications

- A. Correspondence Received Since Publishing the July 15, 2020 Assembly Meeting Packet

- Attachments:**
- [D. Thynes 7.12.2020](#)
 - [D & K Cornelius 7.13.2020](#)
 - [D. Herbrandson 7.14.2020](#)
 - [A. Murph 7.14.2020](#)
 - [S. Burrell and More 7.14.2020](#)
 - [M. Bell 7.15.2020](#)
 - [N. Strand 7.15.2020](#)
 - [C. Morrison 7.15.2020](#)
 - [D. Sullivan 7.15.2020](#)
 - [S. Burrell 7.15.2020](#)
 - [N. Hoschar 7.15.2020](#)
 - [D. Sperl 7.15.2020](#)
 - [S. Flint 7.15.2020](#)
 - [O. Olsen 7.15.2020](#)
 - [A. Burrell 7.15.2020](#)
 - [G. Etcher 7.15.2020](#)
 - [K. Billi 7.15.2020](#)
 - [E. Wood 7.15.2020](#)
 - [K. Schramek 7.15.2020](#)
 - [K. Schramek 2 . 7.15.2020](#)

17. Assembly Discussion Items

A. Assembly Member Comments

Member Lynn stated he still has questions about the Special meeting scheduled for Ordinance #2020-19. Member Tremblay stated that she is thinking of bringing up the temporary ordinance as a Discussion Item from now on.

Member Norheim commented that he would like the public to look at the Incident Command Structure as several people do not understand what it is and why it is in place.

B. Recognitions

Mayor Jensen thanked the Class of 2020 for their Senior Gift of carts to the harbor.

18. Adjourn

The meeting was adjourned at 8:22pm.

 Debra K. Thompson, Borough Clerk

 Date Approved



Petersburg Borough

12 South Nordic Drive
Petersburg AK, 99833

Meeting Minutes Borough Assembly

Friday, July 24, 2020

4:00 PM

Assembly Chambers

Special Meeting - Emergency Ordinance #2020-22 Civil Emergency Provisions

1. Call To Order/Roll Call

Mayor Jensen called the meeting to order at 4:00pm.

2. Amendment and Approval of Meeting Agenda

The agenda was unanimously approved as presented.

3. Persons to be Heard Related to Agenda

Peter Litsheim, Amanda Ohmer, Vinton Woodyard, Michael Truex and Susan Burrell each spoke separately on in opposition to the adoption of Emergency Ordinance #2020-22: Civil Emergency Provisions.

4. New Business

Ordinance #2020-22: An Emergency Ordinance Amending Borough Code Chapter 3.72 to Provide for Civil Emergency Provisions

Attachments: [Ordinance #2020-22](#)

Emergency Ordinance #2020-22 was amended to: 1) add the word "Borough" before the word "law" in 3.72.040, second sentence "... provision of Borough law..." ; 2) add the words "with Assembly approval" at the beginning of 3.72.060(A)1-4; and 3) add the word "known" before the word "facts" to 3.72.060(B)1. Emergency Ordinance #2020-22 was approved, as amended, in its one and only reading by a vote of 4 to 3, Mayor Jensen and Assembly Members Marohl and Norheim opposed.

5. Adjourn

The meeting was adjourned at 4:54pm.

Debra K. Thompson, Borough Clerk

Date



Petersburg Borough

12 South Nordic Drive
Petersburg, AK 99833

Meeting Minutes Borough Assembly Regular Meeting

Monday, June 07, 2021

12:00 PM

Via Zoom

1. Call To Order/Roll Call

Mayor Jensen called the meeting to order at 12:00 pm.

PRESENT

Assembly Member Bob Lynn
Assembly Member Chelsea Tremblay
Assembly Member David Kensinger
Assembly Member Jeff Meucci
Mayor Mark Jensen
Assembly Member Taylor Norheim

ABSENT

Vice Mayor Jeigh Stanton Gregor

2. Voluntary Pledge of Allegiance

The Pledge was recited.

3. Approval of Minutes

A. May 17, 2021 Regular Assembly Meeting Minutes

B. June 1, 2021 Special Assembly Meeting Minutes

All minutes were approved as submitted.

Motion made by Assembly Member Meucci, Seconded by Assembly Member Tremblay.
Voting Yea: Assembly Member Lynn, Assembly Member Tremblay, Assembly Member Kensinger, Assembly Member Meucci, Mayor Jensen, Assembly Member Norheim.

4. Amendment and Approval of Meeting Agenda

The agenda was amended to change the order of the Report of Other Officers as follows.

1. Alaska Municipal Sales Tax Director, Clinton Singletary
2. SEARHC CMO & SVP Dr. Elliot Bruhl

3. PMC CEO Phil Hofstetter

The agenda was also amended to remove item 15G from New Business.

The Assembly unanimously approved the amended agenda.

Motion made by Assembly Member Meucci, Seconded by Assembly Member Tremblay. Voting Yea: Assembly Member Lynn, Assembly Member Tremblay, Assembly Member Kensinger, Assembly Member Meucci, Mayor Jensen, Assembly Member Norheim

5. Public Hearings

There were no public hearings.

6. Bid Awards

The Ira II Street Sewer replacement project bid award was considered under New Business Item 15E.

7. Persons to be Heard Related to Agenda

Becky Knight shared views in opposition to the landless legislation.

Eric Lee shared his views on the landless legislation.

Nicole Hallingstad shared views in support of the landless legislation.

8. Persons to be Heard Unrelated to Agenda

Jennifer Bryner thanked Karl Hagerman and the EOC for their response to COVID in Petersburg.

9. Boards, Commission and Committee Reports

No reports were given.

10. Consent Agenda

No items.

11. Report of Other Officers

A. Alaska Statewide Municipal Sales Tax Director, Clinton Singletary

Clinton Singletary shared changes to the Alaska Remote Seller Sales Tax Uniform Code Updates with the Assembly.

B. SEARHC CMO & SVP Dr. Elliot Bruhl

SEARHC Chief Medical Officer and Senior Vice President, Dr. Elliot Bruhl, shared SEARHC’s experiences partnering with communities.

C. PMC CEO Phil Hofstetter

CEO Phil Hofstetter spoke about partnership options with SEARHC.

12. Mayor's Report

A. June 7, 2021 Mayor's Report

Mayor Jensen read the Mayor's report into the record.

13. Manager's Report

A. June 7, 2021 Manager's Report

Borough Manager Giesbrecht read his report into the record, a copy of which is attached and made a permanent part of these minutes.

14. Unfinished Business

A. Ordinance #2021-09: An Ordinance Adopting the Budget for the Fiscal Year July 1, 2021 Through June 30, 2022 - Third and Final Reading

The budget was amended as follows:

- 1. \$10,000 shall be awarded to the EOC staff for their diligence during the pandemic.
- 2. Up to \$40,000 from the Property Development fund shall be used to develop conceptual designs for upgrades to Banana Point and Papke's Landing.
- 3. \$46,000 from Fund 430 reserves will be used for the Ira II Street Sewer capital project fund in order to fully fund construction, engineering/inspection and contingency needs of the Ira II Street Sewer project.
- 4. \$10,000 from the General Fund will be transferred from the road striping budget item to be used to contract for snowplowing at Papke's Landing.
- 5. The Passenger Head Tax funds shall be used for the cleaning of the new portable restrooms for the summer of 2021.

Ordinance #2021-09 was adopted in its third and final reading by a vote of 5-1.

Motion made by Assembly Member Lynn, Seconded by Assembly Member Meucci.

Voting Yea: Assembly Member Lynn, Assembly Member Tremblay, Assembly Member Kensinger, Assembly Member Meucci, Assembly Member Norheim

Voting Nay: Mayor Jensen

15. New Business

A. Ordinance #2021-11: An Ordinance Amending Chapter 4.30, "Alaska Remote Seller Sales Tax Code", of the Borough Code

Ordinance #2021-11 was adopted in its first reading by a vote of 6-0.

Motion made by Assembly Member Kensinger, Seconded by Assembly Member Meucci.

Voting Yea: Assembly Member Lynn, Assembly Member Tremblay, Assembly Member Kensinger, Assembly Member Meucci, Mayor Jensen, Assembly Member Norheim

B. Resolution #2021-06: A Resolution of the Petersburg Borough Setting the Millage Rates for the Fiscal Year July 1, 2021 through June 30, 2022

Resolution #2021-06 was adopted by a vote of 6-0.

Motion made by Assembly Member Meucci, Seconded by Assembly Member Tremblay.

Voting Yea: Assembly Member Lynn, Assembly Member Tremblay, Assembly Member Kensinger, Assembly Member Meucci, Mayor Jensen, Assembly Member Norheim

C. Resolution #2021-07: A Resolution of the Petersburg Borough Assembly Authorizing Petersburg to Provide and Certify Certain Information that will Permit the Southeast Alaska Power Agency to Obtain Financing for a Submarine Cable Replacement Project and Participate in the Alaska Municipal 2021 Bond Issuance

Resolution #2021-07 was adopted by a vote of 6-0.

Motion made by Assembly Member Meucci, Seconded by Assembly Member Lynn.

Voting Yea: Assembly Member Lynn, Assembly Member Tremblay, Assembly Member Kensinger, Assembly Member Meucci, Mayor Jensen, Assembly Member Norheim

D. Repeal of Petersburg Borough Public Health Mandates #3, #6 and #10 Immediately; Repeal of Petersburg Borough Public Health Alert #4 Immediately; and Expiration of Petersburg Borough Public Health Mandate #5 Effective June 30, 2021 to Coincide with the Expiration of the Declaration of Disaster Emergency

A motion was made to repeal the mandates/alerts related to the COVID response within the timeframes suggested by IC Hagerman.

Motion made by Assembly Member Meucci, Seconded by Assembly Member Tremblay.

Voting Yea: Assembly Member Lynn, Assembly Member Tremblay, Assembly Member Kensinger, Assembly Member Meucci, Mayor Jensen, Assembly Member Norheim

E. Ira II Street Sewer Award Recommendation

Rock N Road Construction was awarded the Ira II Street Sewer Replacement project for an amount not to exceed \$297,180 by a vote of 6-0.

Motion made by Assembly Member Meucci, Seconded by Assembly Member Lynn.
Voting Yea: Assembly Member Lynn, Assembly Member Tremblay, Assembly Member Kensinger, Assembly Member Meucci, Mayor Jensen, Assembly Member Norheim

F. United Fisherman of Alaska Membership

Assembly Member Meucci requests consideration of a community membership with the United Fisherman of Alaska at an annual cost of \$300.

This agenda item was postponed to the July 6, 2021, Assembly meeting.

Motion made by Assembly Member Meucci, Seconded by Assembly Member Kensinger.
Voting Yea: Assembly Member Lynn, Assembly Member Tremblay, Assembly Member Kensinger, Assembly Member Meucci, Mayor Jensen, Assembly Member Norheim

G. Appointment of Mayor Pro Tem for the June 21, 2021, Assembly Meeting

Assembly Member Lynn was appointed Mayor Pro Tem for the June 21, 2021 meeting.

Motion made by Assembly Member Lynn, Seconded by Assembly Member Tremblay.
Voting Yea: Assembly Member Lynn, Assembly Member Tremblay, Assembly Member Kensinger, Assembly Member Meucci, Mayor Jensen, Assembly Member Norheim

H. Alaska Natives Without Land Legislation

A motion to send additional questions to the Congressional Delegation regarding the Alaska Natives without Land Legislation failed by a voted of 5-0. Assembly Member Norheim asked to be recused.

Motion made by Assembly Member Lynn, Seconded by Assembly Member Kensinger.
Voting Nay: Assembly Member Lynn, Assembly Member Tremblay, Assembly Member Kensinger, Assembly Member Meucci, Mayor Jensen
Voting Abstaining: Assembly Member Norheim

16. Communications

A. Congressman Young Press Release Regarding Alaska Landless Native Legislation

Congressman Young's Press release regarding Landless Native Legislation was received by the Assembly.

B. Correspondence Received Since May 13, 2021

R. Fish 5.16.2021

J. Johnson 5.16.2021

M. Lopez 5.17.2021

B. Martin 5.17.2021

R. Braun 5.24.2021

B. Martin 5.27.2021

K. Bracken 5.31.2021

D. Thynes 5.31.2021

J. Havrelik 5.31.2021

17. Assembly Discussion Items

A. Fireworks Ordinance

The Assembly discussed the Fireworks Ordinance.

B. Sea Otter Working Group

Assembly Member Meucci attended a meeting of the Southeast Alaska Sea Otter Stakeholder Working Group on June 3, 2021 and reported on the sea otter and kelp survey that will be taking place in June and July.

C. Assembly Member Comments

Assembly Member Lynn commented that the Petersburg Borough Charter states the hospital has the autonomy to make decisions on their own.

Assembly Member Meucci reminded everyone that in a May 14, 2018 meeting the Assembly confirmed the hospital should make their own decisions and that the Assembly is here to support the hospital board.

D. Recognitions

Mayor Jensen thanked all of those who worked to install the new playground at Sandy Beach Park.

Assembly Member Norheim recognized IC Hagerman's efforts during the pandemic.

Assembly Member Meucci congratulated Aiden Luhr on placing first in the long jump and 100 meter dash at the State track meet.

Assembly Member Tremblay thanked the Assembly for having the June 1st special meeting and was sorry she was unable to attend. She thanked all of those in the community who have received the vaccine.

18. Adjourn

The meeting was adjourned at 2:50 pm.



THE STATE of ALASKA GOVERNOR MICHAEL J. DUNLEAVY

Department of Commerce, Community, and Economic Development ALCOHOL & MARIJUANA CONTROL OFFICE 550 West 7th Avenue, Suite 1600 Anchorage, AK 99501 Main: 907.269.0350

June 7, 2021

City of Petersburg Within Petersburg Borough Attn: Debbie Thompson Via Email: dthompson@petersburgak.gov ; daikins@petersburgak.gov

Table with 4 columns: License Type, Licensee, Doing Business As, Premises Address. License Type: Restaurant/Eating Place – Seasonal, License Number: 5392, Licensee: Eide Ventures, LLC, Doing Business As: Inga’s Galley, Premises Address: 104 North Nordic Drive

- License Application options: New Application, Transfer of Location Application, Transfer of Ownership Application (checked), Transfer of Controlling Interest Application

We have received a completed application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director and the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable. To protest the application referenced above, please submit your protest within 60 days and show proof of service upon the applicant.

AS 04.11.491 – AS 04.11.509 provide that the board will deny a license application if the board finds that the license is prohibited under because of an election conducted under AS 04.11.507.

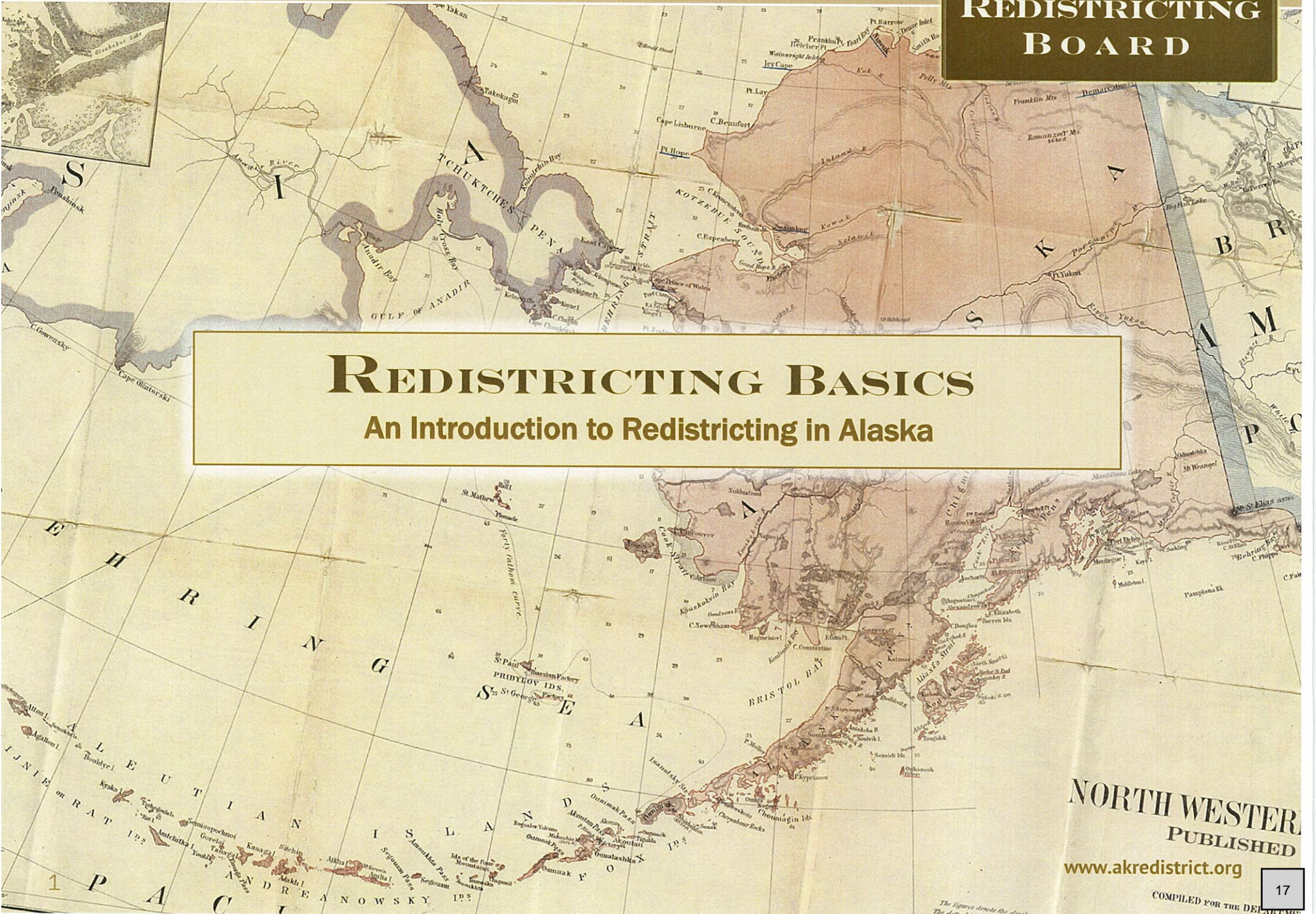
AS 04.11.420 provides that the board will not issue a license when a local governing body protests an application because the applicant’s proposed licensed premises are in a place within the local government where a local zoning ordinance prohibits the alcohol establishment, unless the local government has approved a variance from the local ordinance.

Sincerely,

Handwritten signature

ALASKA REDISTRICTING BOARD

REDISTRICTING BASICS An Introduction to Redistricting in Alaska



NORTH WESTER
PUBLISHED

www.akredistrict.org

COMPILED FOR THE DEPARTMENT

ALASKA'S PROCESS

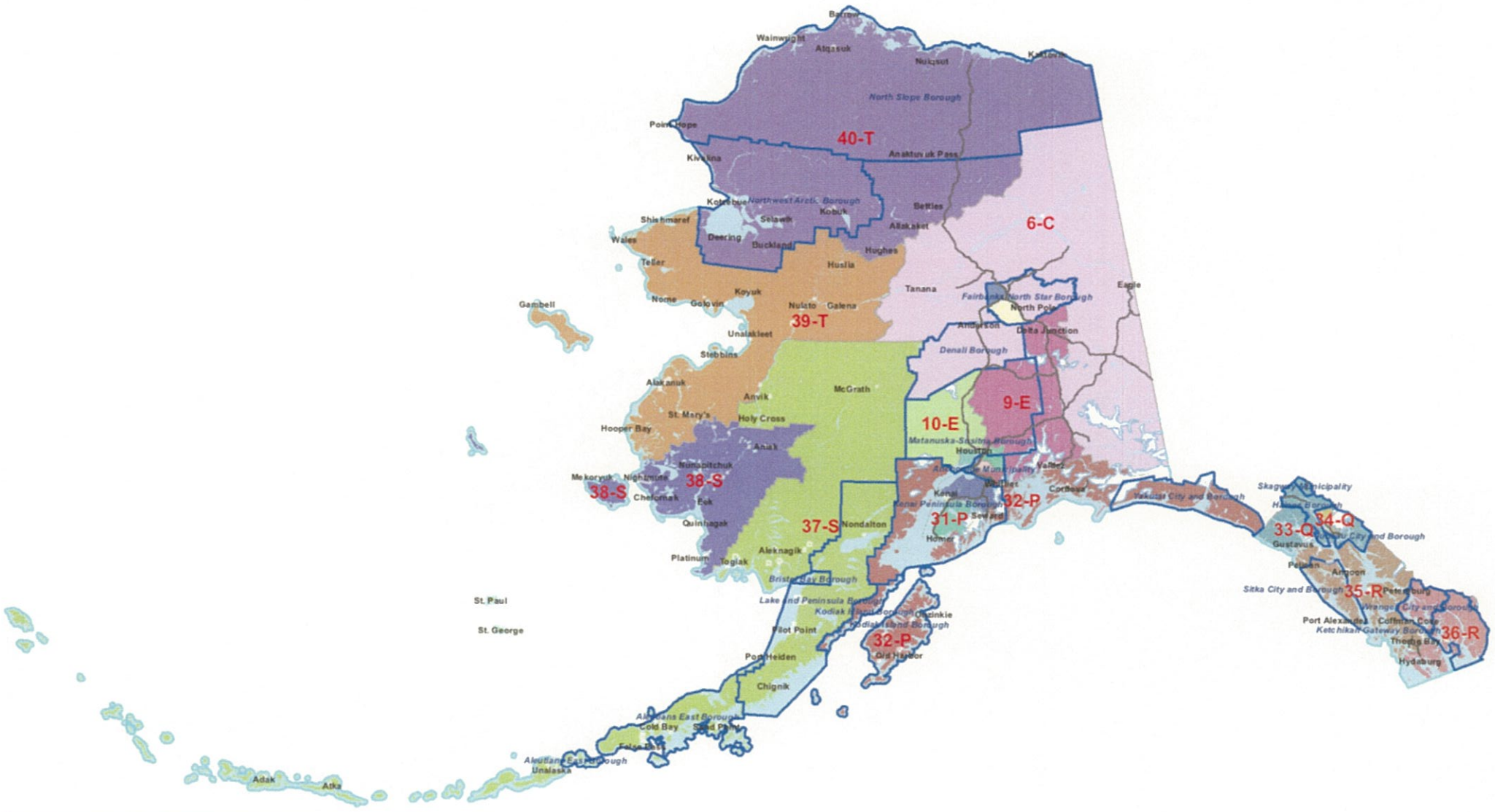
- **Voters approved Ballot Measure #3 in 1998 creating a 5-member independent Redistricting Board.**
- **Governor appoints 2 members**
- **Senate President 1 member**
- **House Speaker 1 member**
- **Chief Justice of the Supreme Court 1 member**
- **Members must represent various geographic areas of the State**
- **Members must be Alaska residents**
- **Members may not run for legislative office in the next cycle**
- **Board holds sole authority for drawing new legislative district maps and defending them in the Court system**

ALASKA'S BOARD

- **The current Board was appointed and convened in August 2020**
- **Alaska Redistricting Board Members are:**
 - **John Binkley of Fairbanks, Chair**
 - **Melanie Bahnke of Nome**
 - **Nicole Borromeo of Anchorage**
 - **Bethany Marcum of Wasilla**
 - **Budd Simpson of Juneau**

ALASKA
REDISTRICTING
BOARD

WHY CHANGE WHAT WORKS?



WHY REDISTRICT?

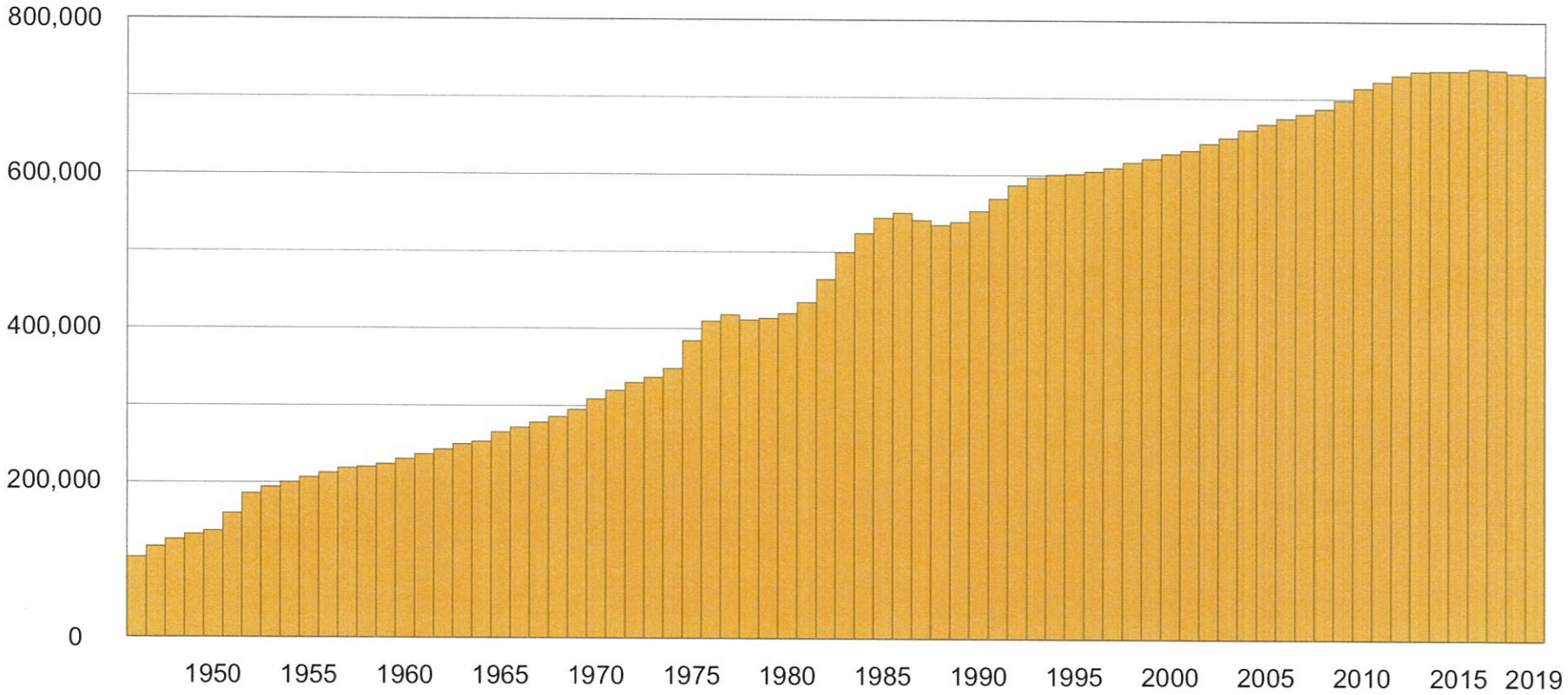
- **The US and Alaska Constitutions' Equal Protection clauses require that each voter have as much influence over an election results as every other voter**
- **One person = One vote**
- **Legislative District lines are fixed, but Alaskans move frequently**

ALASKA CHURN

- In the past, in-migration and out migration spikes have driven change
- Now, only net population gain in recent years has been births
- Some areas churn more than others, for example
 - 88% of Alaskans in the Bethel Census Area were born in Alaska
 - 17% of population in the Aleutians West Census area were born in Alaska

ALASKA GROWS EARLY

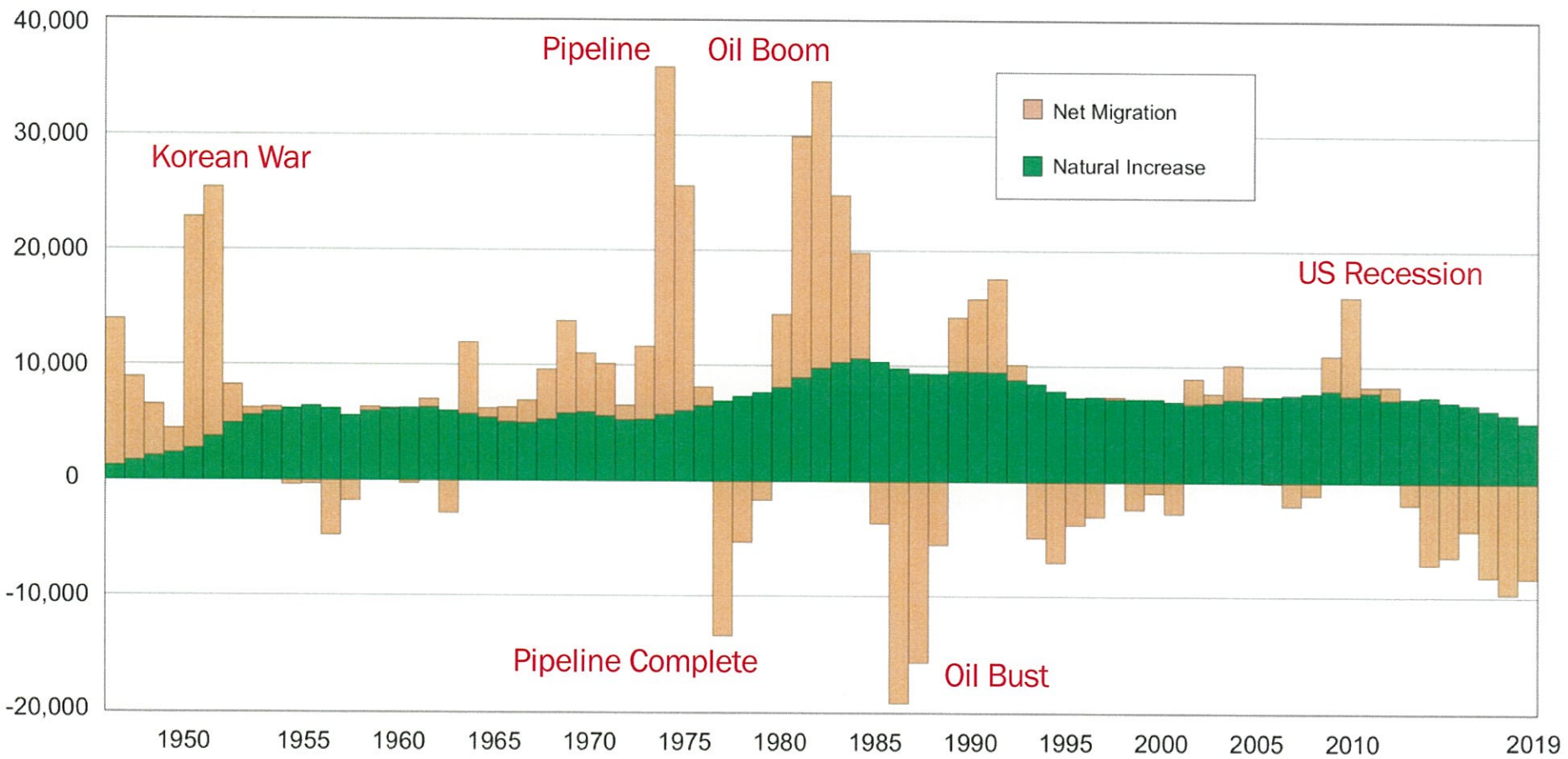
Alaska Total Population, 1946 to 2019



Source: Alaska Department of Labor and Workforce Development

ALASKA CHANGES

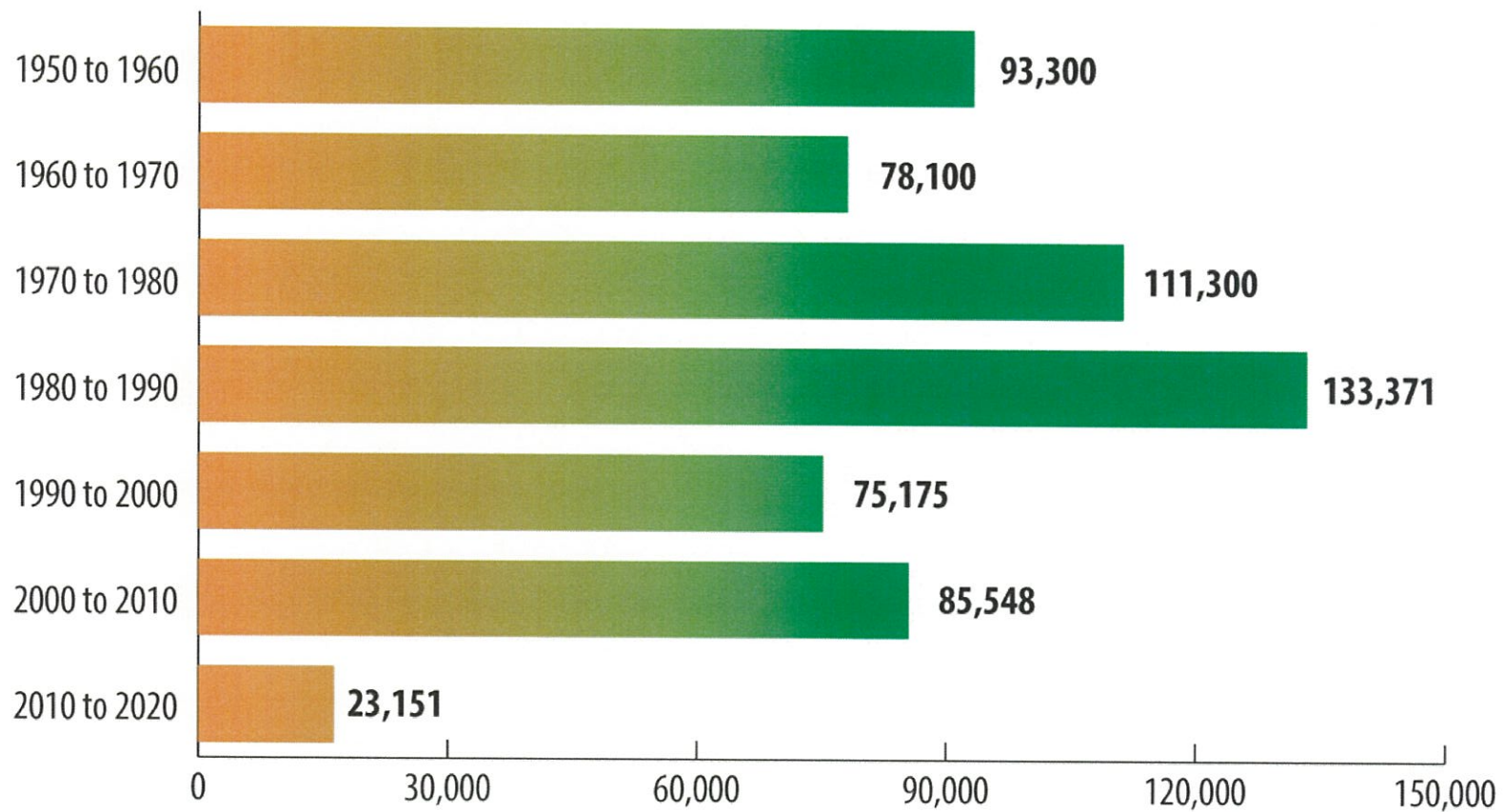
Components of Population Change for Alaska, 1947 to 2019



Source: Alaska Department of Labor and Workforce Development

GROWTH COLLAPSES

Alaska Population Change by Decade



Source: Alaska Department of Labor and Workforce Development

CENSUS DELAYS

Nation/World

Census Bureau says it won't deliver redistricting data until end of September

 Author: [Mike Schneider, Associated Press](#)  Updated: February 12  Published February 12

The U.S. Census Bureau said Friday it won't be delivering data used for redrawing congressional and state legislative districts until the end of September, causing headaches for state lawmakers and redistricting commissions facing deadlines to redraw districts this year.

Officials at the statistical agency blamed operational delays during the 2020 census caused by the pandemic.

CENSUS DATA WHEN?

- **Feb 12th** Census notified states that Redistricting data should be “expected by September 30”
- **State of Ohio** sued Census over the delay until September
- **March 15**, the Census said it “recently determined” that data in the older format used in 2010 could be available by “mid-August”
- **April 15**, the Census says that initial data will be out August 16.
- **Census Info** page on www.akredistrict.org has actual emails

** September 30 is the currently published deadline, but data may be received sooner (days or weeks)*

ALASKA CONSTITUTION

- Alaska Constitution Article VI

§ 10. Redistricting Plan and Proclamation –

(a) Within thirty days after the official reporting of the decennial census of the United States or thirty days after being duly appointed, whichever occurs last, the board shall adopt one or more proposed redistricting plans. The board shall hold public hearings on the proposed plan, or, if no single proposed plan is agreed on, on all plans proposed by the board. No later than ninety days after the board has been appointed and the official reporting of the decennial census of the United States, the board shall adopt a final redistricting plan and issue a proclamation of redistricting. The final plan shall set out boundaries of house and senate districts and shall be effective for the election of members of the legislature until after the official reporting of the next decennial census of the United States.

NORMAL CYCLE TIMELINE

- **March 15, 2021: Census Redistricting Data received**
- **April 14, 2021: Proposed Plans Adopted**
- **June 13, 2021: Final Plans adopted**
- **July 13, 2021: Deadline for Litigation Filings**
- **July 13, 2021 – May 30, 2022: nearly a full year buffer for litigation**
- **June 1, 2022: Legislative Candidate Filing Deadline**

2021 LATE-AUGUST TIMING

- **August 24, 2021*:** Census Redistricting Data received
- **September 23, 2021:** Deadline for Proposed Plans to be Adopted
- **November 22, 2021:** Deadline for Final Plan to be Adopted
- **December 22, 2021:** Deadline for Litigation Filings
- **Dec. 22 – June 1, 2022,** allows a max five month litigation window
- **June 1, 2022:** Legislative Candidate Filing Deadline

** August 24 is for example only. No fixed date has yet been announced by the Census Bureau*

2021 SEPT. 30 TIMING

- **September 30, 2021*:** Census Redistricting Data received
- **October 30, 2021:** Deadline for Proposed Plans to be Adopted
- **December 29, 2021:** Deadline for Final Plan to be Adopted
- **January 28, 2021:** Deadline for Litigation Filings
- **Jan. 28 – June 1, 2022,** allows a max four month litigation window
- **June 1, 2022:** Legislative Candidate Filing Deadline

** September 30 is the currently published deadline, but data may be received sooner (days or weeks)*

2021 SEPT. 30 TIMING

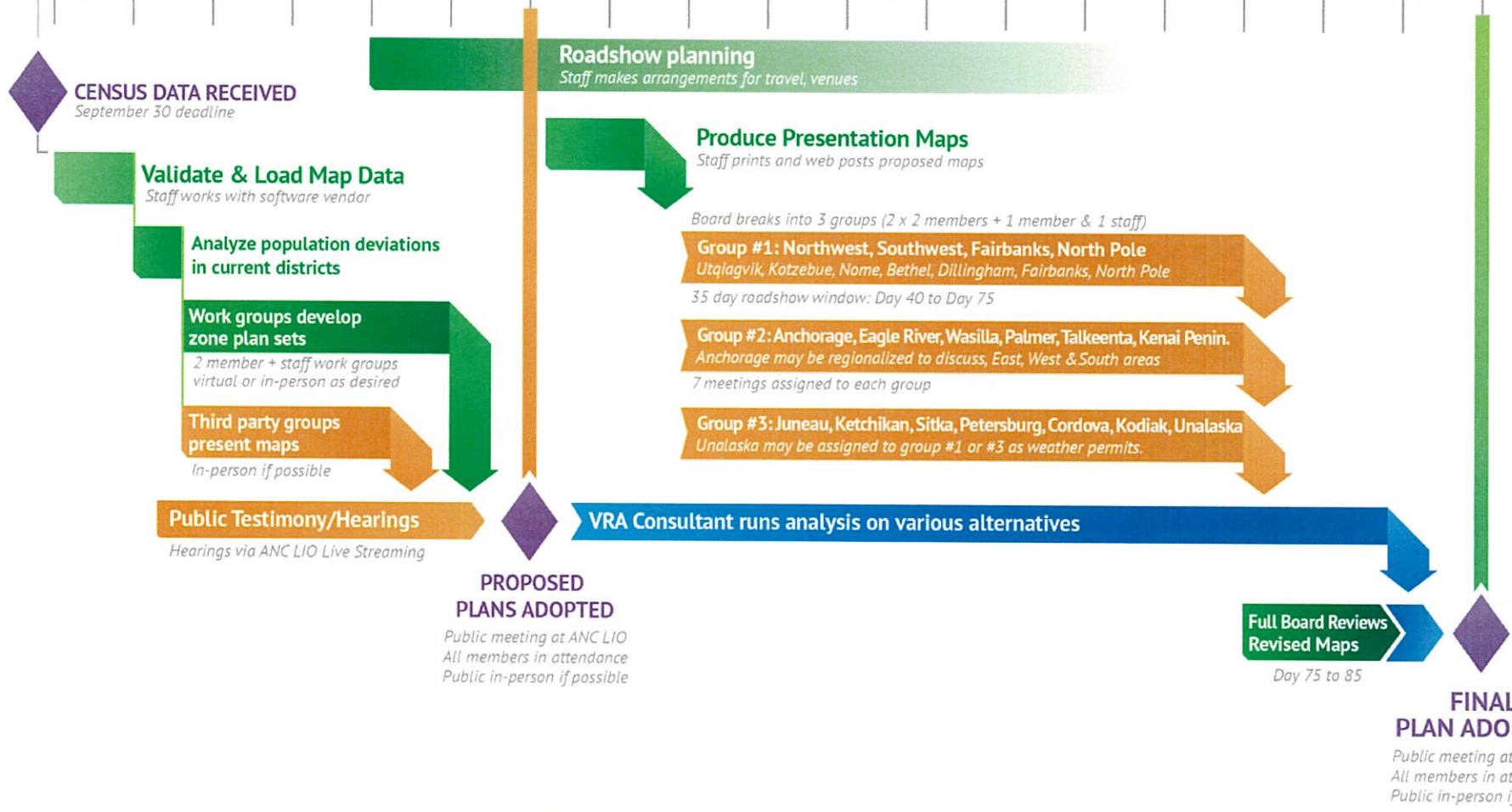
- September 30, 2021*: Census Redistricting Data received
- October 30, 2021: Deadline for Proposed Plans to be Adopted
- December 29, 2021: Deadline for Final Plan to be Adopted
- January 28, 2021: Deadline for Litigation Filings
- **Jan. 28 – June 1, 2022, allows a max four month litigation window**
- June 1, 2022: Legislative Candidate Filing Deadline

ALASKA REDISTRICTING BOARD

DRAFT TIMELINE DETAIL

Day 1 5 10 15 20 25 30 35 40 45 50 55 60 65 70 75 80 85 90

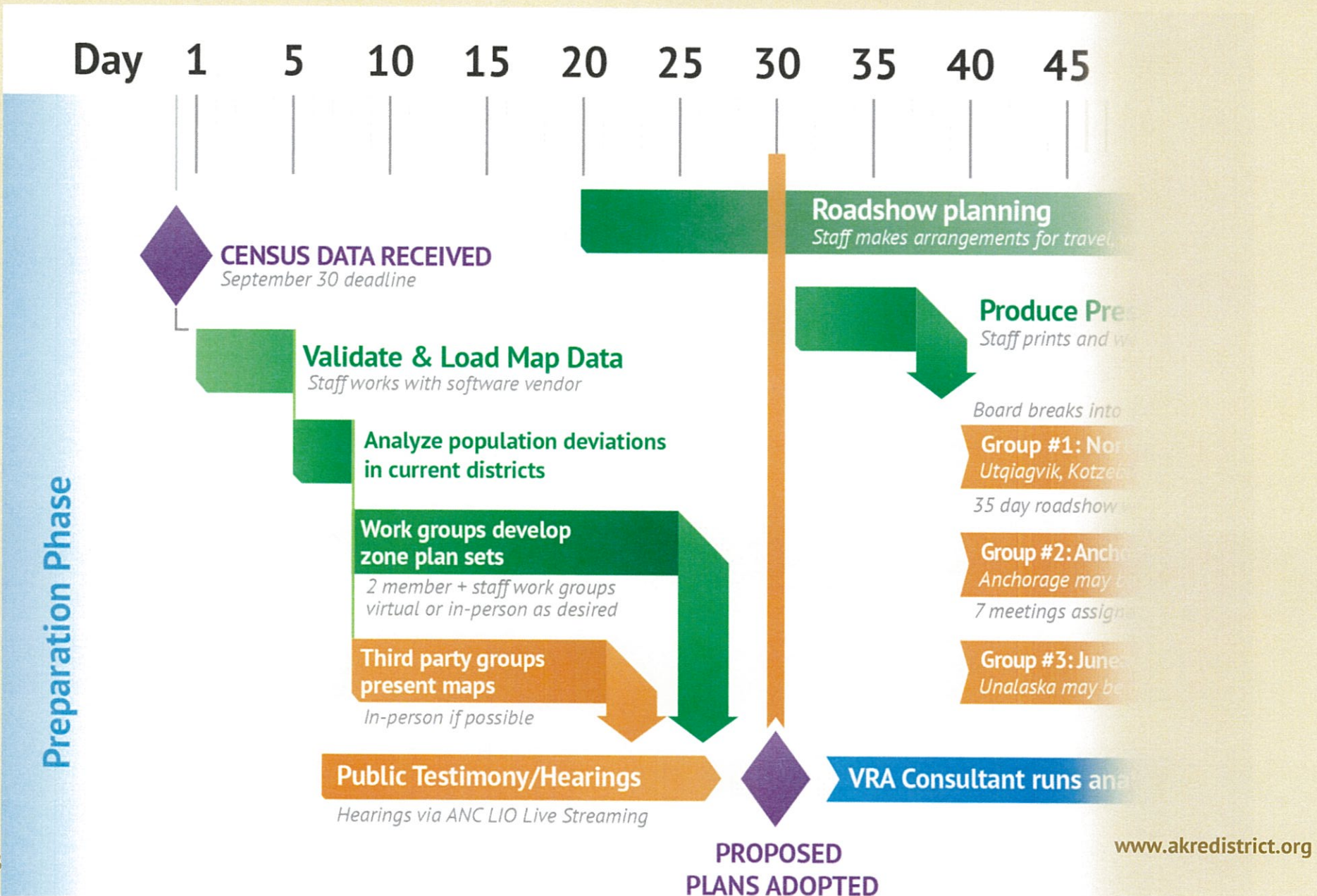
Preparation Phase



Litigation must be filed within 30 days

ALASKA REDISTRICTING BOARD

DRAFT TIMELINE DETAIL



DRAFT TIMELINE DETAIL

30 35 40 45 50 55 60 65 70 75 80 85 90

Roadshow planning
Staff makes arrangements for travel, venues

Produce Presentation Maps
Staff prints and web posts proposed maps

Board breaks into 3 groups (2 x 2 members + 1 member & 1 staff)

Group #1: Northwest, Southwest, Fairbanks, North Pole
Utqiagvik, Kotzebue, Nome, Bethel, Dillingham, Fairbanks, North Pole
35 day roadshow window: Day 40 to Day 75

Group #2: Anchorage, Eagle River, Wasilla, Palmer, Talkeenta, Kenai Penin.
Anchorage may be regionalized to discuss, East, West & South areas
7 meetings assigned to each group

Group #3: Juneau, Ketchikan, Sitka, Petersburg, Cordova, Kodiak, Unalaska
Unalaska may be assigned to group #1 or #3 as weather permits.

VRA Consultant runs analysis on various alternatives

**Full Board Reviews
Revised Maps**

Day 75 to 85

**FINAL
PLAN ADOPTED**

**PROPOSED
PLAN ADOPTED**
*Meeting at ANC LIO
Members in attendance
1 person if possible*

THIS CYCLE IS UNIQUE

- Less than a single Alaska House seat in total population growth
- 2000 legislative district target was 15,700
- 2010 legislative district target was 17,756
- **2020 Census count: 733,391: District target will be 18,355**
- COVID delays introduce uncertainty into Census reporting timing
- Candidates may file for office before Census data is available or any new maps have been drawn
- Possible that candidate will file for District X, but will end up in District Y once population changes are accounted for
- Board keenly aware of this challenge, but not at liberty to change timeline
- COVID may force virtualized road show

ALASKA REDISTRICTING BOARD

WEBSITE AVAILABLE



www.akredistrict.org

ALASKA MAP BY CHARLES SUMNER CIRCA 1867

ANNOUNCEMENTS	GET INVOLVED	MAP GALLERY
<p>Census Redistricting Data Delayed On February 12th the U.S. Census notified the Board that redistricting data will be provided no later than September 30, 2021, pushing the deadline for a final plan to late December. See more U.S. Census Info ></p> <p>Redistricting Board Adopts Policies In public meetings on Dec. 29 and Jan. 26 the Board unanimously adopted a revised procurement code and suite of open meetings, records, compensation and travel policies. See Board Policy Page ></p> <p>Alaska Redistricting Board Retains Key Staff Today the Alaska Redistricting Board is pleased to announce the hiring of Peter Torkelson as Executive Director and TJ Presley as Deputy Director. Full Story ></p>	<p>Stay Informed Signup for email updates to receive advanced notice of upcoming board meetings and activities. Signup Now ></p> <p>Make Your Voice Heard Submit your comments on any map or matter under consideration by the board. Submissions become part of the public record and will be printed in the public comment section of the next Board Packet. A valid Alaska zip code is required. Submit Public Comment Now ></p> <p>Questions or Concerns? Ask questions or share your concerns on any issue related to the board's redistricting work. Ask a question or share a concern ></p>	<p>2013 Statewide Proclamation The current Alaska House districts have been in effect since the summer of 2013 and do not reflect the forthcoming census enumeration. View Gallery ></p> <p>Anchorage & Mat-Su Maps See zoomed-in maps on Southcentral districts from the 2010 redistricting cycle. View Breakout Maps ></p> <p>Fairbanks & North Pole Maps These maps for the Fairbanks/North Pole districts reflect the 2010 redistricting cycle. View Breakout Map ></p> <p>Southeast Alaska Maps These maps reflect the 2010-2013 redistricting cycle and do not reflect the 2020 census information. View Southeast Map ></p>
ANNOUNCEMENTS	MAP GALLERY	GOVERNING LAW
GET INVOLVED	CENSUS INFO	CONTACT US

ALASKA REDISTRICTING BOARD

WEBSITE AVAILABLE

www.akredistrict.org

The screenshot shows the website layout with a top navigation bar and a main content area. The top bar includes 'ANNOUNCEMENTS', 'GET INVOLVED', and 'MAP GALLERY'. The main content area is divided into three columns: 'ANNOUNCEMENTS', 'GET INVOLVED', and 'MAP GALLERY'. The 'GET INVOLVED' column contains three sections: 'Stay Informed' (with a mailbox icon), 'Make Your Voice Heard' (with a megaphone icon), and 'Questions or Concerns?' (with a question mark icon). The bottom navigation bar includes 'ANNOUNCEMENTS', 'MAP GALLERY', 'GOVERNING LAW', 'GET INVOLVED', 'CENSUS INFO', and 'CONTACT US'. Red boxes and hand icons highlight the 'GET INVOLVED' button in the top navigation bar and the 'GET INVOLVED' button in the bottom navigation bar.

ALASKA REDISTRICTING BOARD
2007 2010 2020 2010 2013

ANNOUNCEMENTS

GET INVOLVED

MAP GALLERY

ANNOUNCEMENTS

Census Redistricting Data Delayed
On February 12th the U.S. Census notified the Board that redistricting data will be provided no later than September 30, 2021, pushing the deadline for a final plan to late December. [See more U.S. Census Info >](#)

Redistricting Board Adopts Policies
In public meetings on Dec. 29 and Jan. 26 the Board unanimously adopted a revised procurement code and suite of open meetings, records, compensation and travel policies. [See Board Policy Page >](#)

Alaska Redistricting Board Retains Key Staff
Today the Alaska Redistricting Board is pleased to announce the hiring of Peter Torkelson as Executive Director and TJ Presley as Deputy Director. [Full Story >](#)

GET INVOLVED

Stay Informed
Signup for email updates to receive advanced notice of upcoming board meetings and activities. [Signup Now >](#)

Make Your Voice Heard
Submit your comments on any map or matter under consideration by the board. Submissions become part of the public record and will be printed in the public comment section of the next Board Packet. A valid Alaska zip code is required. [Submit Public Comment Now >](#)

Questions or Concerns?
Ask questions or share your concerns on any issue related to the board's redistricting work. [Ask a question or share a concern >](#)

MAP GALLERY

2013 Statewide Proclamation
The current Alaska House districts have been in effect since the summer of 2013 and do not reflect the forthcoming census enumeration. [View Gallery >](#)

Anchorage & Mat-Su Maps
See zoomed-in maps on Southcentral districts from the 2010 redistricting cycle. [View Breakout Maps >](#)

Fairbanks & North Pole Maps
These maps for the Fairbanks/North Pole districts reflect the 2010 redistricting cycle. [View Breakout Map >](#)

Southeast Alaska Maps
These maps reflect the 2010-2013 redistricting cycle and do not reflect the 2020 census information. [View Southeast Map >](#)

ANNOUNCEMENTS

MAP GALLERY

GOVERNING LAW

GET INVOLVED

CENSUS INFO

CONTACT US

WEBSITE AVAILABLE

www.akredistrict.org

GET INVOLVED

The best way to get involved is to sign up for our notification email service which will alert you in advance of all board meetings, upcoming events, significant dates or breaking news which affects the redistricting effort in Alaska. You may choose your alert level to suit your priorities.

First Name *

John

Last Name *

Smith

Email Address *

john@smith.com

Alert Level *

- Board Meeting Notices
- Significant Dates
- News that Affects Redistricting

Comments

Thanks for keeping me informed!

Submit

ALASKA REDISTRICTING BOARD

WEBSITE MAPS

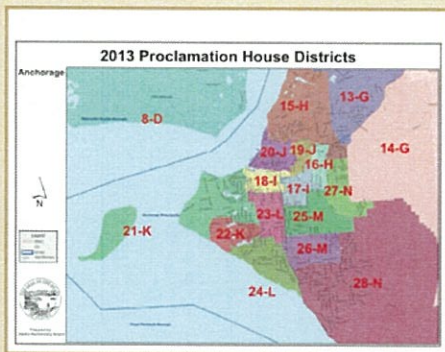
ALASKA REDISTRICTING BOARD



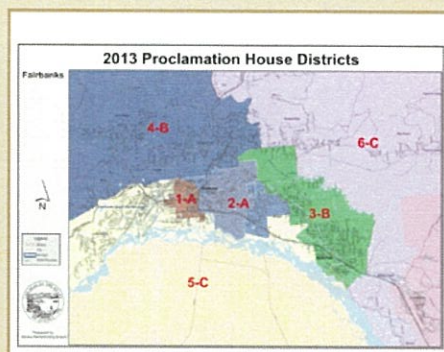
MAP GALLERY

The [2013 Redistricting Board Proclamation](#) maps currently define Alaska legislative districts statewide. These reflect the 2010 U.S. Census enumeration of 710,200 Alaskans for an ideal district population of 17,755.

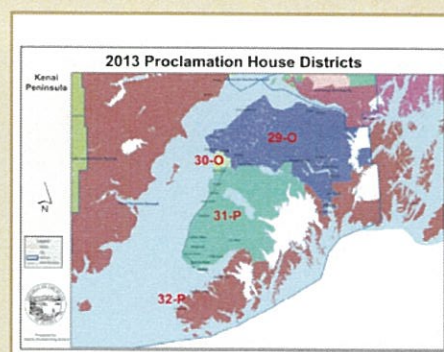
Click an image or map title for hi-resolution PDF file. Right click and choose "Download linked file as..." to download and save PDF for off-line reference.



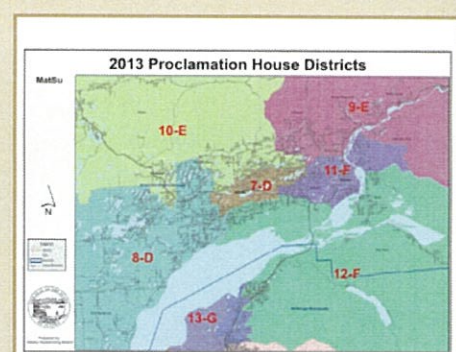
[2013 Proclamation Anchorage](#)



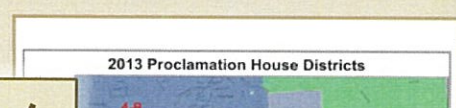
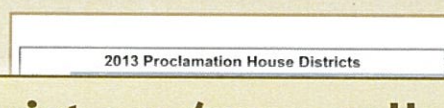
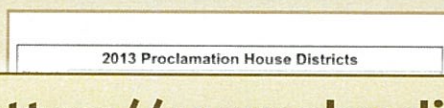
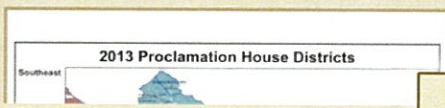
[2013 Proclamation Fairbanks](#)



[2013 Proclamation Kenai](#)



[2013 Proclamation MatSu](#)



<https://www.akredistrict.org/map-gallery/>

ALASKA REDISTRICTING BOARD

THANK YOU

Please reach out to ask questions or share concerns

peter.torkelson@akredistrict.org

tj.presley@akredistrict.org

907-563-0300

NORTH WESTER
PUBLISHED

www.akredistrict.org

**Mayor's Report
For
June 21, 2021 Assembly Meeting**

- 1. Sandy Beach Park Appreciation:** Thank you to everyone, and particularly Desi Burrell for all the work on the new Sandy Beach Park playground. It will be enjoyed by residents and visitors for years to come.
- 2. Seeking Letters of Interest:** The Assembly is seeking letters of interest from Borough residents who wish to serve the community by filling a vacant seat on the following Boards/Commissions until the October 2021 Municipal Election:

Planning Commission – 1 vacant seat
Public Safety Advisory Board – 2 vacant seats

Letters of interest should be submitted to Clerk Thompson at the Borough office located at 12 S. Nordic Drive; by mailing to PO Box 329, Petersburg, AK 99833; or by emailing to dthompson@petersburgak.gov.

**PETERSBURG BOROUGH
ORDINANCE #2021-11**

AN ORDINANCE AMENDING CHAPTER 4.30, “*Alaska Remote Seller Sales Tax Code*”, OF THE BOROUGH CODE

WHEREAS, pursuant to Resolution No. 2019-19, the Petersburg Borough joined the Alaska Remote Seller Sales Tax Commission ("the Commission"), a multi-governmental agency, for the purposes of collecting Borough sales tax from remote sellers; and

WHEREAS, in furtherance thereof, the Borough, under Ordinance #2020-03, adopted certain uniform provisions for the collection and remittance of municipal sales tax applicable to sales made by remote sellers, which provisions were codified as Chapter 4.30 of the Petersburg Municipal Code; and

WHEREAS, the Commission has now adopted amendments to those uniform provisions, which the Borough has considered for incorporation into the Borough Code.

Therefore, the Petersburg Borough Ordains, Chapter 4.30, Alaska Remote Seller Sales Tax Code, of the Borough Code shall be amended as follows:

Section 1. Classification: This ordinance is of a general and permanent nature and shall be codified in the Petersburg Municipal Code.

Section 2. Purpose: The purpose of this ordinance is to amend PMC Chapter 4.30 to incorporate amendments made to the uniform code by the Alaska Remote Seller Sales Tax Commission.

Section 3. Substantive Provisions:

Section 1: Amendment. Chapter 4.30 is hereby amended as follows. The language proposed for insertion is in red and underlined, and the language to be deleted is in blue and struck through.

4.30.005 - Introduction.

The Alaska Remote Seller Sales Tax Code, as set out in the provisions of this chapter, is an ordinance largely prepared by the Alaska Remote Seller Sales Tax Commission, of which the borough is a member. This ordinance is herein adopted in order to provide for administration by the Commission of the borough sales tax collected by remote sellers and marketplace facilitators, as those terms are defined herein, pursuant to section 4.30.230. When used in this chapter, the term "member jurisdiction"~~"taxing jurisdiction", "local jurisdiction" or "local taxing jurisdiction"~~ refers to the Petersburg Borough.

4.30.010 - Interpretation.

A. In order to prevent evasion of the sales taxes and to aid in its administration, it is presumed that all sales and services by a person or entity engaging in business are subject to the sales tax.

B. The application of the tax to be collected under this Code shall be broadly construed and shall favor inclusion rather than exclusion.

C. Exemptions from the tax to be collected under this Code shall be narrowly construed against the claimant and allowed only when such exemption clearly falls within an exemption defined in the member taxing jurisdiction's Code.

D. The scope of this Code shall apply to remote sellers or marketplace facilitators, delivering products or services into member municipalities adopting this Code, within the State of Alaska.

4.30.020 - Title to collected sales tax.

Upon collection by the remote seller or marketplace facilitator, title to collected sales tax vests in the commission for remittance to the member taxing jurisdiction. The remote seller or marketplace facilitator remits collected sales tax to the commission on behalf of the member taxing jurisdiction, from whom that power is delegated, in trust for the member taxing jurisdiction and is accountable to the commission and member taxing jurisdiction.

4.30.030 - Collection—Rate.

A. To the fullest extent permitted by law, the sales tax levied and assessed by the member taxing jurisdiction shall be collected on all remote sales where delivery is made wholly or in part within the member local taxing jurisdiction(s) ~~that is a member~~, within the State of Alaska.

B. The applicable tax shall be added to the sales price as provided in the member jurisdiction's Sales Tax Code, based on point of delivery.

C. The tax rate added to the sale price shall be the tax rate for the member taxing jurisdiction(s) where the property or product is sold, or service that was rendered is received, and based on the date the property or product was sold or the date the service rendered was received.

D. An address and tax rate database will be made available to remote sellers and marketplace facilitators, indicating the appropriate tax rate to be applied.

E. The tax assessed shall be consistent with relevant jurisdictional tax caps, single unit sales, and exemptions.

F. When a sale is made on an installment basis, the applicable sales tax shall be collected at each payment, calculated at the sales tax rate in effect, and with the cap applied, at the time of the original sale or the date the service is rendered, based on the member local jurisdiction's Code(s).

G. When a sales transaction involves placement of a single order with multiple deliveries made at different points in time that are separately invoiced, the applicable sales tax shall be collected on each separately invoiced delivery, calculated at the sales tax rate in effect, and with the cap applied, at the time of the original sale or the date the service is rendered.

4.30.040 - Obligation to collect tax—Threshold criteria.

A. Any remote seller or marketplace facilitator must collect and remit sales tax in compliance with all applicable procedures and requirements of law, provided the remote seller or

marketplace facilitator has met one of the following threshold criteria ("threshold criteria") in the current or previous calendar year:

1. The remote seller's statewide gross sales, including the seller's marketplace facilitator's statewide gross sales, from the sale(s) of property, products or services delivered ~~into~~ the state meets or exceeds one hundred thousand dollars (\$100,000.00); or
2. The remote seller, including the seller's marketplace facilitator, sold property, products, or services delivered ~~into~~ the state in two hundred (200) or more separate transactions.

B. For purposes of determining whether the threshold criteria are met, remote sellers or marketplace facilitators shall include all gross sales, from all sales of goods, property, products, or services rendered within the State of Alaska.

4.30.050 - Reporting and Remittance Requirements for Local and Remote Sales.

A. Sellers with a physical presence in the member jurisdiction and no remote or internet-based sales shall report and remit to, and comply with standards of, including audit authority, the taxing jurisdiction.

B. Sellers with a physical presence in the member jurisdiction that also have remote or internet-based sales where the point of delivery is in a different taxing jurisdiction shall (i) report and remit the remote or internet sales to the commission; and ii) report and remit the in-store sales to the taxing jurisdiction.

C. Sellers with a physical presence in the member jurisdiction that also have remote or internet-based sales where the point of delivery is in the same member jurisdiction shall report and remit those remote sales to the member jurisdiction.

D. Sellers and marketplace facilitators that do not have a physical presence in the member jurisdiction must report and remit to the commission all remote sales where the point of delivery is in the member jurisdiction.

E. A marketplace facilitator is considered the remote seller for each sale facilitated through its marketplace and shall collect, report, and remit sales tax to the commission. A marketplace facilitator is not considered to be the remote seller for each sale or rental of lodging facilitated through its marketplace, wherein the seller is considered to have a physical presence in the member jurisdiction.

4.30.0650 - No retroactive application.

The obligations to collect and remit sales tax required by this chapter are applicable at the effective date of the member~~taxing~~ jurisdiction's ordinance adopting the Alaska Remote Seller Sales Tax Code.

4.30.0760 - Payment and collection.

Pursuant to this Code, taxes imposed shall be due and paid by the buyer to the remote seller or marketplace facilitator at the time of the sale of property or product or date service is rendered, or with respect to credit transactions, at the time of collection. It shall be the duty of each remote seller or marketplace facilitator to collect the taxes from the buyer and to hold those taxes in trust

for the taxing authority of the membertaxing jurisdiction. Failure by the remote seller or marketplace facilitator to collect the tax shall not affect the remote seller's, or marketplace facilitator's, responsibility for payment to the commission.

4.30.0870 - Remote seller and marketplace facilitator registration requirement.

A. If a remote seller's gross statewide sales ~~within the last calendar year~~ meets or exceeds the threshold criteria from section .040, the remote seller shall register with the commission. If the remote seller is a marketplace seller and only makes sales in Alaska through a marketplace, the marketplace seller is not required to register with the commission. The marketplace seller must submit an affidavit attesting to these facts on a form provided by the commission.

B. If a marketplace facilitator's gross statewide sales ~~within the last calendar year~~ meets or exceeds the threshold criteria from section. 040, the marketplace facilitator shall register with the commission.

CB. A remote seller or marketplace facilitator meeting the threshold criteria shall apply for a certificate of sales tax registration within thirty (30) calendar days of the effective date of this Code or within thirty (30) calendar days of meeting the threshold criteria whichever occurs second. Registration shall be to the commission on forms prescribed by the commission.

DC. An extension may be applied for and granted based on criteria established by the commission, based on evidence produced to describe time necessary to update software or other technical needs, not to exceed ninety (90) days.

ED. Upon receipt of a properly executed application, the commission shall confirm registration, stating the legal name of the remote seller or marketplace facilitator, the primary address, and the primary sales tax contact name and corresponding title. The failure of the commission to confirm registration does not relieve the remote seller or marketplace facilitator of its duty to collect and remit sales tax.

FE. Each business entity shall have a sales tax registration under the advertised name.

GF. The sales tax certificate is non-assignable and non-transferable.

H. The sales tax certificate satisfies the member jurisdiction's requirement to obtain a municipal business license or tax identification number, provided the remote seller does not have a physical presence in that jurisdiction.

4.30.0980 - Tax filing schedule.

A. All remote sellers or marketplace facilitators subject to this Code shall file a return on a form or in a format prescribed by the commission and shall pay the tax due.

B. Filing of sales tax returns are due monthly; quarterly or less frequent filing is optional upon application and approval by the commission, consistent with the code of the memberlocal jurisdiction.

C. A remote seller or marketplace facilitator who has filed a sales tax return will be presumed to be making sales in successive periods unless the remote seller or marketplace facilitator files a return showing a termination or sale of the business in accordance with this Code.

D. The completed and executed return, together with the remittance in full for the tax due, shall be transmitted to and must be received by the commission on or before midnight Alaska Standard Time on the due date. Monthly returns are due the last day of the immediate subsequent month. Quarterly returns are due as follows:

Quarter 1 (January—March): April 30

Quarter 2 (April—June): July 31

Quarter 3 (July—September): October 31

Quarter 4 (October—December): January 31

E. If the last day of the month following the end of the filing period falls on a Saturday, Sunday, federal holiday or Alaska state holiday, the due date will be extended until the next business day immediately following.

F. Any remote seller or marketplace facilitator holding a remote seller registration shall file a sales tax return even though no tax may be due. This return shall show why no tax is due. If the remote seller or marketplace facilitator intends to continue doing business a return shall be filed reflecting no sales and a confirmation of the intent to continue doing business and shall continue to do so each filing period until the entity ceases doing business or sells the business. If the remote seller or marketplace facilitator intends to cease doing business, a final return shall be filed along with a statement of business closure.

G. The remote seller or marketplace facilitator shall prepare the return and remit sales tax to the commission on the same basis, cash or accrual, which the remote seller or marketplace facilitator uses in preparing its federal income tax return. The remote seller or marketplace facilitator shall sign the return, and transmit the return, with the amount of sales tax and any applicable penalty, interest or fees that it shows to be due, to the commission.

H. Remote sellers and marketplace facilitators failing to comply with the provisions of this Code shall, if required by the commission and if quarterly filing has been chosen, file and transmit collected sales taxes more frequently until such time as they have demonstrated to the commission that they are or will be able to comply with the provisions of this Code. Six (6) consecutive on-time sales tax filings, with full remittance of the sales taxes collected, shall establish the presumption of compliance and return to quarterly filing.

I. The preparer of the sales tax return shall keep and maintain all documentation supporting any and all claims of exempted sales and purchases. Documentation for exempted sales should include the number of the exemption authorization card presented by the buyer at the time of the purchase; the date of the purchase; the name of the person making the purchase; the organization making the purchase; the total amount of the purchase; and the amount of sales tax exempted. This documentation shall be made available to the commission upon request. Failure to provide such documentation may invalidate that portion of the claim of exemption for which no documentation is provided.

4.30.100090 - Estimated tax.

A. In the event the commission is unable to ascertain the tax due from a remote seller or marketplace facilitator by reason of the failure of the remote seller or marketplace facilitator to keep accurate books, allow inspection, or file a return, or by reason of the remote seller or

marketplace facilitator filing a false or inaccurate return, the commission may make an estimate of the tax due based on any evidence in their possession.

B. Sales taxes may also be estimated, based on any information available, whenever the commission has reasonable cause to believe that any information on a sales tax return is not accurate.

C. A remote seller's or marketplace facilitator's tax liability under this Code may be determined and assessed for a period of six (6) years after the date the return was filed or due to be filed with the commission. No civil action for the collection of such tax may be commenced after the expiration of the six (6)-year period except an action for taxes, penalties and interest due from those filing periods that are the subject of a written demand or assessment made within the six (6)-year period, unless the remote seller or marketplace facilitator waives the protection of this section.

D. The commission shall notify the remote seller or marketplace facilitator, in writing, that the commission has estimated the amount of sales tax that is due from the remote seller or marketplace facilitator. The commission shall serve the notice on the remote seller or marketplace facilitator by delivering the notice to the remote seller's or marketplace facilitator's place of business, or by mailing the notice by certified mail, return receipt requested, to the remote seller's or marketplace facilitator's last known mailing address. A remote seller or marketplace facilitator who refuses the certified mail will be considered to have accepted the certified mail for purposes of service.

E. The commission's estimate of the amount of sales tax that is due from a remote seller or marketplace facilitator shall become a final determination of the amount that is due unless the remote seller or marketplace facilitator, within thirty (30) calendar days after service of notice of the estimated tax:

1. Files a complete and accurate sales tax return for the delinquent periods supported by satisfactory records and accompanied by a full remittance of all taxes, interest, penalties, costs and other charges due; or
2. Files a written notice with the commission appealing the estimated tax amount in accordance with the appeal procedures, under the provisions of section .160 of this chapter.
3. Arguments or reasons for failure to timely file a return and remit taxes collected shall not be considered a valid basis or grounds for granting an appeal. The basis and grounds for granting an appeal of an assessment are:
 - a. The identity of the remote seller or marketplace facilitator is in error;
 - b. The amount of the debt is erroneous due to a clerical error (and the nature and extent of the error is specified in the request for appeal); or
 - c. The remote seller or marketplace facilitator disputes the denial of exemption(s) for certain sales.

F. The amount of sales tax finally determined to be due under this section shall bear interest and penalty from the date that the sales tax originally was due, plus an additional civil penalty of fifty dollars (\$50.00) for each calendar month or partial month for which the amount of sales tax that is due has been determined.

4.30.110100 - Returns—Filing contents.

A. Every remote seller or marketplace facilitator required by this chapter to collect sales tax shall file with the commission upon forms furnished by the commission a return setting forth the following information ~~with totals rounded to the nearest dollar~~:

1. Gross sales ~~rounded to the nearest dollar~~;
2. The nontaxable portions separately stating the amount of sales revenue attributable to each class of exemption, ~~rounded to the nearest dollar~~;
3. Computation of taxes to be remitted;
4. Calculated discount (if applicable) based on ~~member~~taxing jurisdiction's code; and
5. Such other information as may be required by the commission.

B. Each tax return remitted by a remote seller or marketplace facilitator shall be signed (digital or otherwise) by a responsible individual who shall attest to the completeness and accuracy of the information on the tax return.

C. The commission reserves the right to reject a filed return for failure to comply with the requirements of this Code for up to three months from the date of filing. The commission shall give written notice to a remote seller or marketplace facilitator that a return has been rejected, including the reason for the rejection.

4.30.120110 - Refunds.

A. Upon request from a buyer or remote seller or marketplace facilitator, the commission shall provide a determination of correct tax rate and amount applicable to the transaction. In the case of an overpayment of taxes, the remote seller or marketplace facilitator shall process the refund and amend any returns accordingly.

B. If the claimant is a remote seller or marketplace facilitator, and the tax refund is owed to any buyer, the remote seller or marketplace facilitator submits, and the commission approves, a refund plan to all affected buyers.

C. ~~Interest will not be paid on tax refund requests filed with the commission.~~

~~D. The ~~member~~taxing jurisdictions may allow a buyer to request a refund directly from the ~~member~~taxing jurisdiction.~~

4.30.130120 - Amended returns.

A. A remote seller or marketplace facilitator may file an amended sales tax return, with supporting documentation, and the commission may accept the amended return, but only in the following circumstances:

1. The amended return is filed within one year of the original due date for the return; and
2. The remote seller or marketplace facilitator provides a written justification for requesting approval of the amended return; and

3. The remote seller or marketplace facilitator agrees to submit to an audit upon request of the commission.

B. The commission shall notify the remote seller or marketplace facilitator in writing (by email or otherwise) whether the commission accepts or rejects an amended return, including the reasons for any rejection.

C. The commission may adjust a return for a remote seller or marketplace facilitator if, after investigation, the commission determines the figure included in the original returns are incorrect; and the commission adjusts the return within ~~threetwo~~ (3) years of the original due date for the return.

D. A remote seller or marketplace facilitator may file a supplemental sales tax return, with supporting documentation, and the commission may accept the supplemental return, but only in the following circumstances:

1. The remote seller or marketplace facilitator provides a written justification for requesting approval of the supplemental return; and
2. The remote seller or marketplace facilitator agrees to submit to an audit upon request of the commission.

4.30.140130 - Extension of time to file tax return.

Upon written application of a remote seller or marketplace facilitator, stating the reasons therefor, the commission may extend the time to file a sales tax return but only if the commission finds each of the following:

1. For reasons beyond the remote seller's or marketplace facilitator's control, the remote seller or marketplace facilitator has been unable to maintain in a current condition the books and records that contain the information required to complete the return;
2. Such extension is a dire necessity for bookkeeping reasons and would avert undue hardship upon the remote seller or marketplace facilitator;
3. The remote seller or marketplace facilitator has a plan to cure the problem that caused the remote seller or marketplace facilitator to apply for an extension and the remote seller or marketplace facilitator agrees to proceed with diligence to cure the problem;
4. At the time of the application, the remote seller or marketplace facilitator is not delinquent in filing any other sales tax return, in remitting sales tax to the commission or otherwise in violation of this chapter;
5. No such extension shall be made retroactively to cover existing delinquencies.

4.30.150140 - Audits.

A. Any remote seller or marketplace facilitator who has registered with the commission, who is required to collect and remit sales tax, or who is required to submit a sales tax return is subject to a discretionary sales tax audit at any time. The purpose of such an audit is to examine the business records of the remote seller or marketplace facilitator in order to determine whether

appropriate amounts of sales tax revenue have been collected by the remote seller or marketplace facilitator and remitted to the commission.

B. The commission is not bound to accept a sales tax return as correct. The commission may make an independent investigation of all retail sales or transactions conducted within the State or member taxing jurisdiction.

C. The records that a remote seller or marketplace facilitator is required to maintain under this chapter shall be subject to inspection and copying by authorized employees or agents of the commission for the purpose of auditing any return filed under this chapter, or to determine the remote seller's or marketplace facilitator's liability for sales tax where no return has been filed.

D. In addition to the information required on returns, the commission may request, and the remote seller or marketplace facilitator must furnish, any reasonable information deemed necessary for a correct computation of the tax.

E. The commission may adjust a return for a remote seller or marketplace facilitator if, after investigation or audit, the commission determines that the figures included in the original return are incorrect, and that additional sales taxes are due; and the commission adjusts the return within ~~threetwo~~ (3) years of the original due date for the return.

F. For the purpose of ascertaining the correctness of a return or the amount of taxes owed when a return has not been filed, the commission may conduct investigations, hearings and audits and may examine any relevant books, papers, statements, memoranda, records, accounts or other writings of any remote seller or marketplace facilitator at any reasonable hour on the premises of the remote seller or marketplace facilitator and may require the attendance of any officer or employee of the remote seller or marketplace facilitator. Upon written demand by the commission, the remote seller or marketplace facilitator shall present for examination, in the office of the commission, such books, papers, statements, memoranda, records, accounts and other written material as may be set out in the demand unless the commission and the person upon whom the demand is made agree to presentation of such materials at a different place.

G. The commission may issue subpoenas to compel attendance or to require production of relevant books, papers, records or memoranda. If any remote seller or marketplace facilitator refuses to obey any such subpoena, the commissioner may refer the matter to the commission's attorney for an application to the superior court for an order requiring the remote seller or marketplace facilitator to comply therewith.

H. Any remote seller, marketplace facilitator, or person engaged in business who is unable or unwilling to submit their records to the commission shall be required to pay the commission for all necessary expenses incurred for the examination and inspection of their records maintained outside the commission.

I. After the completion of a sales tax audit, the results of the audit will be sent to the business owner's address of record.

J. In the event the commission, upon completion of an audit, discovers more than five hundred dollars (\$500.00) in additional sales tax due from a remote seller or marketplace facilitator resulting from a remote seller's or marketplace facilitator's failure to accurately report sales and taxes due thereupon, the remote seller or marketplace facilitator shall bear responsibility for the full cost of the audit. The audit fee assessment will be in addition to interest and penalties

applicable to amounts deemed to be delinquent by the commission at the time of the conclusion of the audit.

4.30.160150 - Audit or estimated tax protest.

A. If the remote seller or marketplace facilitator wishes to dispute the amount of the estimate, or the results of an examination or audit, the remote seller or marketplace facilitator must file a written protest with the commission, within thirty (30) calendar days of the date of the notice of estimated tax or results of an audit or examination. The protest must set forth:

1. The remote seller's or marketplace facilitator's justification for reducing or increasing the estimated tax amount, including any missing sales tax returns for the periods estimated; or
2. The remote seller's or marketplace facilitator's reasons for challenging the examination or audit results.

B. In processing the protest, the commission may hold an informal meeting or hearing with the remote seller or marketplace facilitator, either on its own or upon request of the remote seller or marketplace facilitator, and may also require that the remote seller or marketplace facilitator submit to an audit, if one was not previously conducted, or a more formal audit, if an estimation audit was previously performed.

C. The commission shall make a final written determination on the remote seller's or marketplace facilitator's protest and mail a copy of the determination to the remote seller or marketplace facilitator.

D. If a written protest is not filed within thirty (30) days of the date of the notice of estimated tax or the result of a review, audit or examination, then the estimated tax, review, audit or examination result shall be final, due and payable to the commission.

4.30.170160 - Penalties and interest for late filing.

A. A late filing fee of twenty-five dollars (\$25.00) per month ~~(or quarter)~~, or fraction thereof, shall be added to all late-filed sales tax returns, until a total of one hundred dollars (\$100.00) has been reached. ~~shall be added to all late-filed sales tax reports in addition to interest and penalties. An incomplete return shall be treated as the filing of no return.~~

B. Delinquent sales tax bear interest at the rate of fifteen~~15~~ percent (15%) per annum until paid.

C. In addition, delinquent sales tax shall be subject to an additional penalty of five percent (5%) per month, or fraction thereof, until a total of twenty~~20~~ percent (20%) of delinquent tax has been reached. The penalty does not bear interest.

D. Fees, penalties and interest shall be assessed and collected in the same manner as the tax is assessed and collected, and applied first to fees, penalties and interest, second to past due sales tax.

E. The filing of an incomplete return, or the failure to remit all tax, shall be treated as the filing of no return.

F. A penalty assessed under this section for the delinquent remittance of sales tax or failure to file a sales tax return may be waived by the commission, upon written application of the remote seller or marketplace facilitator accompanied by a payment of all delinquent sales tax, interest and penalty otherwise owed by the remote seller or marketplace facilitator, within forty-five (45)

calendar days after the date of delinquency. A remote seller or marketplace facilitator may not be granted more than one waiver of penalty under this subsection in any one calendar year, in accordance with the commission's penalty waiver policy. The commission shall report such waivers of penalty to the member taxing jurisdiction, in writing.

4.30.180 - Remote Reseller Certificate of Exemption.

A. A remote seller with no physical presence in the member jurisdiction purchasing goods or services for the express purpose of resale to buyer(s) located in the member jurisdiction shall apply for a resale certificate through the commission.

B. The Remote Reseller Certificate of Exemption will expire at the end of the calendar year it is issued.

4.30.190170 - Repayment plans.

A. The commission may agree to enter into a repayment plan with a delinquent remote seller or marketplace facilitator. No repayment plan shall be valid unless agreed to by both parties in writing.

B. A remote seller or marketplace facilitator shall not be eligible to enter into a repayment plan with the commission if the remote seller or marketplace facilitator has defaulted on a repayment plan in the previous two calendar years.

C. The repayment plan shall include a secured promissory note that substantially complies with the following terms:

1. The remote seller or marketplace facilitator agrees to pay a minimum of ten percent (10%) down payment on the tax, interest and penalty amount due. The down payment shall be applied first to penalty, then to accumulated interest, and then to the tax owed.
2. The remote seller or marketplace facilitator agrees to pay the balance of the tax, penalty and interest owed in monthly installments over a period not to exceed two (2) years.
3. Interest at a rate of fifteen +5 percent (15%) per annum shall accrue on the principal sum due. Interest shall not apply to penalties owed or to interest accrued at the time the repayment plan is executed or accruing during the term of the repayment plan.
4. If the remote seller or marketplace facilitator is a corporation or a limited liability entity, the remote seller or marketplace facilitator agrees to provide a personal guarantee of the obligations under the repayment plan.
5. The remote seller or marketplace facilitator agrees to pay all future tax bills in accordance with the provisions of this chapter.
6. The remote seller or marketplace facilitator agrees to provide a security interest in the form of a sales tax lien for the entire unpaid balance of the promissory note to be recorded by the commission at the time the repayment plan is signed. The remote seller or marketplace facilitator shall be responsible for the cost of recording the tax lien.

D. If a remote seller or marketplace facilitator fails to pay two (2) or more payments in accordance with the terms of as required by the repayment plan agreement, the remote seller or

marketplace facilitator shall be in default and the entire amount owed at the time of default shall become immediately due. The commission will send the remote seller or marketplace facilitator a notice of default. The commission may immediately foreclose on the sales tax lien or take any other remedy available under the law.

4.30.200180 - Remote seller or marketplace facilitator record retention.

Remote sellers or marketplace facilitators shall keep and preserve suitable records of all sales made and such other books or accounts as may be necessary to determine the amount of tax which the remote seller or marketplace facilitator is obliged to collect. Remote sellers or marketplace facilitators shall preserve suitable records of sales for a period of six (6) years from the date of the return reporting such sales, and shall preserve for a period of six (6) years all ~~documentation supporting exempted sales~~ invoices of goods ~~or services and merchandise purchased for resale~~, and all such other books, invoices and records as may be necessary to accurately determine the amount of taxes which the remote seller or marketplace facilitator was obliged to collect under this chapter.

4.30.210190 - Cessation or transfer of business.

A. A remote seller or marketplace facilitator who sells, leases, conveys, forfeits, ~~assigns, gifts, or otherwise transfers (collectively, a "transfer") or assigns~~ the majority of their business interest, including ~~to~~ a creditor or secured party, shall make a final sales tax return within ~~thirty (30)~~ days after the date of such conveyance.

B. At least ten (10) business days before any such ~~transfer~~ sale is completed, the remote seller or marketplace facilitator shall send to the commission, by approved communication (email confirmation, certified first-class mail, postage prepaid) a notice that the remote seller's or marketplace facilitator's interest is to be conveyed and shall include the name, address and telephone number of the person or entity to whom the interest is to be conveyed.

C. Upon notice of ~~transfer~~ sale and disclosure of buyer, the commission shall be authorized to disclose the status of the remote seller's or marketplace facilitator's sales tax account to the named buyer or assignee.

D. Upon receipt of notice of a ~~sale or~~ transfer, the commission shall send the transferee a copy of this Code with this section highlighted.

E. Neither the commission's failure to give the notice nor the transferee's failure to receive the notice shall relieve the transferee of any obligations under this section.

F. Following receipt of the notice, the commission shall have ~~sixty (60)~~ days in which to perform a final sales tax audit and assess sales tax liability against the ~~remote seller or marketplace facilitator~~ ~~seller of the business~~. If the notice is not mailed at least ten (10) business days before the ~~transfer~~ sale is completed, the commission shall have ~~twelve (12)~~ months from the date of the completion of the ~~transfer~~ sale or the commission's knowledge of the completion of the ~~transfer~~ sale within which to begin a final sales tax audit and assess sales tax liability against the ~~remote seller or marketplace facilitator~~ ~~seller of the business~~. The commission may also initiate an estimated assessment if the requirements for such an assessment exist.

G. A person acquiring any interest of a remote seller or marketplace facilitator in a business required to collect the tax under this chapter assumes the liability of the remote seller or marketplace facilitator for all taxes due the commission, whether current or delinquent, whether known to the commission or discovered later, and for all interest, penalties, costs and charges on such taxes.

H. Before the effective date of the transfer, the transferee of a business shall obtain from the commission an estimate of the delinquent sales tax, penalty and interest, if any, owed by the remote seller or marketplace facilitator as of the date of the transfer, and shall withhold that amount from the consideration payable for the transfer, until the remote seller or marketplace facilitator has produced a receipt from the commission showing that all tax obligations imposed by this chapter have been paid. A transferee that fails to withhold the amount required under this subsection shall be liable to the commission and ~~member~~taxing jurisdiction for the lesser of the amount of delinquent sales tax, penalty and interest due from the remote seller or marketplace facilitator as of the date of transfer, and the amount that the transferee was required to withhold.

I. In this section, the term "transfer" includes the following:

1. A change in voting control, or in more than ~~fifty~~50 percent (50%) of the ownership interest in a remote seller or marketplace facilitator that is a corporation, limited liability company or partnership; or
2. A sale of all or substantially all the assets used in the business of the remote seller or marketplace facilitator; or
3. The initiation of a lease, management agreement or other arrangement under which another person becomes entitled to the remote seller's or marketplace facilitator's gross receipts from sales, rentals or services.

J. Subsection H. of this section shall not apply to any person who acquires their ownership interest in the ongoing business as a result of the foreclosure of a lien that has priority over the commission's sales tax lien.

K. Upon termination, dissolution or abandonment of a ~~corporate~~business ~~entity~~, any officer having control or supervision of sales tax funds collected, or who is charged with responsibility for the filing of returns or the payment of sales tax funds collected, shall be personally liable for any unpaid taxes, interest, administrative costs and penalties on those taxes if such ~~person~~officer willfully fails to pay or cause to be paid any taxes due from the corporation. In addition, regardless of willfulness, each director, ~~member, or general partner~~ of the ~~entity~~corporation shall be jointly and severally liable for unpaid amounts. The ~~person~~officer shall be liable only for taxes collected which became due during the period he or she had the control, supervision, responsibility or duty to act for the corporation. This section does not relieve the ~~entity~~corporation of other tax liabilities or otherwise impair other tax collection remedies afforded by law.

L. A remote seller or marketplace facilitator who terminates the business without the benefit of a purchaser, successor or assign shall make a final tax return and settlement of tax obligations within ~~thirty~~ (30) days after such termination. If a final return and settlement are not received within ~~thirty~~ (30) days of the termination, the remote seller or marketplace facilitator shall pay a penalty of ~~one hundred dollars~~ (\$100.00), plus an additional penalty of ~~twenty-five dollars~~

(\$25.00) for each additional ~~thirty-~~ (30-) day period, or part of such a period, during which the final return and settlement have not been made, for a maximum of six ~~(6)~~ additional periods.

4.30.220200 - Use of information on tax returns.

A. Except as otherwise provided in this chapter, all returns, reports and information required to be filed with the commission under this Code, and all information contained therein, shall be kept confidential and shall be subject to inspection only by:

1. Employees and agents of the commission and ~~member~~taxing jurisdiction whose job responsibilities are directly related to such returns, reports and information;
2. The person supplying such returns, reports and information; and
3. Persons authorized in writing by the person supplying such returns, reports and information.

B. The commission will release information described in subsection A. of this section pursuant to subpoena, order of a court or administrative agency of competent jurisdiction, and where otherwise required by law to do so.

C. Notwithstanding subsection A. of this section, the following information is available for public inspection:

1. The name and address of sellers ~~and marketplace facilitators~~;
2. Whether a business is registered to collect taxes under this chapter;
3. The name and address of businesses that are ~~sixty~~ (60) days or more delinquent in filing returns or in remitting sales tax, or both filing returns and remitting sales tax; and, if so delinquent, the amount of estimated sales tax due, and the number of returns not filed.

D. The commission may provide the public statistical information related to sales tax collections, provided that no information identifiable to a particular remote seller or marketplace facilitator is disclosed.

E. Nothing contained in this section shall be construed to prohibit the delivery to a person, or their duly authorized representative, of a copy of any return or report filed by them, nor to prohibit the publication of statistics so classified as to prevent the identification of particular buyers, remote sellers, or marketplace facilitators, nor to prohibit the furnishing of information on a reciprocal basis to other agencies or political subdivisions of the state or the United States concerned with the enforcement of tax laws.

F. Nothing contained in this section shall be construed to prohibit the disclosure through enforcement action proceedings or by public inspection or publication of the name, estimated balance due, and current status of payments, and filings of any remote seller or marketplace facilitator or agent of any remote seller or marketplace facilitator required to collect sales taxes or file returns under this chapter, who fails to file any return and/or remit in full all sales taxes due within ~~thirty~~ (30) days after the required date for that business. Entry into any agreement whether pursuant to the provisions of this chapter or otherwise shall not act as any prohibition to

disclosure of the records of that remote seller or marketplace facilitator as otherwise provided in this chapter.

G. A prospective lessee or purchaser of any business or business interest may inquire as to the obligation or tax status of any business upon presenting to the commission a release of tax information request signed by the authorized agent of the business.

H. Except as otherwise provided herein, aAll returns referred to in this chapter, and all data taken therefrom, shall be kept secure from public inspection, and from all private inspection.

4.30.230210 - Violations.

A. A remote seller or marketplace facilitator that fails to file a sales tax return or remit sales tax when due, in addition to any other liability imposed by this Code, shall pay to the commission all costs incurred by the commission to determine the amount of the remote seller's or marketplace facilitator's liability or to collect the sales tax, including, without limitation, reviewing and auditing the remote seller's or marketplace facilitator's business records, collection agency fees, and actual reasonable attorney's fees.

B. A person who causes or permits a corporation of which the person is an officer or director, a limited liability company of which the person is a member or manager, or a partnership of which the person is a partner, to fail to collect sales tax or to remit sales tax to the commission as required by this Code shall be liable to the commission for the amount that should have been collected or remitted, plus any applicable interest and penalty.

C. Notwithstanding any other provision of law, and whether or not the commission initiates an audit or other tax collection procedure, the commission may bring a declaratory judgment action against a remote seller or marketplace facilitator believed to meet the criteria to establish that the obligation to remit sales tax is applicable and valid under local, state and federal law. The action shall be brought in the judicial district of the membertaxing jurisdiction.

D. The commission may cause a sales tax lien to be filed and recorded against all real and personal property of a remote seller or marketplace facilitator where the remote seller or marketplace facilitator has:

1. Failed to file sales tax returns for two (2) consecutive filing periods as required by the Code; or
2. Failed within sixty (60) days of the end of the filing period from which taxes were due to either (a) remit all amounts due or (b) to enter into a secured payment agreement as provided in this Code.
3. Prior to filing a sales tax lien, the commission shall cause a written notice of intent to file to be mailed to the last known address of the delinquent remote seller or marketplace facilitator.

E. In addition to other remedies discussed in this Code, the commission may bring a civil action to:

1. Enjoin a violation of this Code. On application for injunctive relief and a finding of a violation or threatened violation, the superior court shall enjoin the violation.

2. Collect delinquent sales tax, penalty, interest and costs of collection, either before or after estimating the amount of sales tax due.

3. Foreclose a recorded sales tax lien as provided by law.

F. All remedies hereunder are cumulative and are in addition to those existing at law or equity.

4.30.240220 - Penalties for violations.

A. In the event that a penalty provided below is different from the sale penalty in the member jurisdiction's sales tax code, the penalty prescribed in the member jurisdiction's sales tax code will apply.

BA. buyer, remote seller, or marketplace facilitator who knowingly or negligently submits false information in a document filed with the commission pursuant to this Code is subject to a penalty of five hundred dollars (\$500.00).

CB. A remote seller or marketplace facilitator who knowingly or negligently falsifies or conceals information related to its business activities with the commission or membertaxing jurisdiction is subject to a penalty of five hundred dollars (\$500.00).

DC. A person who knowingly or negligently provides false information when applying for a certificate of exemption is subject to a penalty of five hundred dollars (\$500.00).

D. ~~Any remote seller or marketplace facilitator who fails to file a return by the due date required under this chapter, regardless of whether any taxes were due for the reporting period for which the return was required, shall be subject to a penalty of \$25.00 for the first sales tax return not timely filed. The filing of an incomplete return shall be treated as the filing of no return.~~

E. A remote seller or marketplace facilitator who fails or refuses to produce requested records or to allow inspection of their books and records shall pay to the commission a penalty equal to three (3) times any deficiency found or estimated by the commission with a minimum penalty of five hundred dollars (\$500.00).

F. A remote seller or marketplace facilitator who falsifies or misrepresents any record filed with the commission is guilty of an infraction and subject to a penalty of five hundred dollars (\$500.00) per record.

G. Misuse of an exemption card is a violation and subject to a penalty of fifty dollars (\$50.00) per incident of misuse.

H. Nothing in this chapter shall be construed as preventing the commission from filing and maintaining an action at law to recover any taxes, penalties, interest and/or fees due from a remote seller or marketplace facilitator. The commission may also recover attorney's fees in any action against a delinquent remote seller or marketplace facilitator.

~~**4.30.230 – Sellers with a physical presence in the taxing jurisdiction.**~~

~~A. Sellers with a physical presence in a taxing jurisdiction and no remote or internet-based sales shall report and remit to, and comply with standards of, including audit authority, the taxing jurisdiction.~~

~~B. Sellers with a physical presence in a taxing jurisdiction that also have remote or internet-based sales where the point of delivery is in a different taxing jurisdiction shall (i) report and remit the remote or internet sales to the commission; and ii) report and remit the in-store sales to the taxing jurisdiction.~~

~~C. Sellers with a physical presence in a taxing jurisdiction that also have remote or internet-based sales where the point of delivery is in the same taxing jurisdiction shall report and remit those remote sales to the taxing jurisdiction.~~

~~D. Sellers and marketplace facilitators that do not have a physical presence in a taxing jurisdiction must report and remit all remote sales to the commission.~~

~~E. For all purchases, the tax rate added to the sale price shall be as provided in the taxing jurisdiction's sales tax code, based on point of delivery.~~

~~F. A marketplace facilitator is considered the remote seller for each sale facilitated through its marketplace and shall collect, report, and remit sales tax to the commission. A marketplace facilitator is not considered to be the remote seller for each sale or rental of lodging facilitated through its marketplace, wherein the seller is considered to have a physical presence in the taxing jurisdiction.~~

4.30.250240 - Remittance of tax; remote seller held harmless.

A. Any remote seller or marketplace facilitator that collects and remits sales tax to the commission as provided by law may use an electronic database of state addresses that is certified by the commission pursuant to subsection (C) of this section to determine the jurisdictions to which tax is owed.

B. Any remote seller or marketplace facilitator that uses the data contained in an electronic database certified by the commission pursuant to subsection (C) of this section to determine the jurisdictions to which tax is owed shall be held harmless for any tax, charge, or fee liability to any ~~taxing~~ jurisdiction that otherwise would be due solely as a result of an error or omission in the database.

C. Any electronic database provider may apply to the commission to be certified for use by remote sellers or marketplace facilitators pursuant to this section. Such certification shall be valid for three (3) years. In order to be certified, an electronic database provider shall have a database that satisfies the following criteria:

1. The database shall designate each address in the state, including, to the extent practicable, any multiple postal address applicable to one location and the taxing jurisdictions that have the authority to impose a tax on purchases made by purchasers at each address in the state.

2. The information contained in the electronic database shall be updated as necessary and maintained in an accurate condition. In order to keep the database accurate, the database provider shall provide a convenient method for ~~taxing~~ jurisdictions that may be affected by the use of the database to inform the provider of apparent errors in the database. The provider shall have a process in place to promptly correct any errors brought to the provider's attention.

4.30.260 - Savings Clause.

If any provision of chapter 4.30, the Alaska Remote Seller Sales Tax Code, or chapter 4.28, Sales Tax, is determined by the commission or an adjudicatory body of competent jurisdiction to discriminate against a remote seller in favor of a local seller with a physical presence in the Borough, the discriminatory provision shall continue in effect only to the extent such provision does not discriminate against a remote seller, and the comparable code provision applicable to a local seller will apply to a remote seller, and the remainder of chapter 4.30 and chapter 4.28 shall continue in full force and effect.

4.30.270250 - Definitions.

Whenever the following words and terms are used in this chapter, they shall have the meaning herein ascribed unless the context clearly indicates otherwise. Other definitions are found in the definitional section of the member taxing jurisdiction's general sales tax ordinance.

"Buyer" or "purchaser" means a person to whom a sale of property or product is made or to whom a service is furnished.

"Commission" means the Alaska Remote Seller Sales Tax Commission established by agreement between local government taxing jurisdictions within Alaska, and delegated tax collection authority.

"Delivered electronically" means delivered to the purchaser by means other than tangible storage media.

"Delivery charges" means charges by the seller of personal property or services for preparation and delivery to a location designated by the purchaser of personal property or services, including, but not limited to, transportation, shipping, postage, handling, crating and packing.

"Entity-based exemption" means an exemption based on who purchases the product or who sells the product. An exemption that is available to all individuals shall not be considered an entity-based exemption.

"Goods for resale" means:

- A. The sale of goods by a manufacturer, wholesaler or distributor to a retail vendor; sales to a wholesale or retail dealer who deals in the property sold, for the purpose of resale by the dealer.
- B. Sales of personal property as raw material to a person engaged in manufacturing components for sale, where the property sold is consumed in the manufacturing process of, or becomes an ingredient or component part of, a product manufactured for sale by the manufacturer.
- C. Sale of personal property as construction material to a licensed building contractor where the property sold becomes part of the permanent structure.

"Lease" or "rental" means any transfer of possession or control of tangible personal property for a fixed or indeterminate term for consideration. A lease or rental may include future options to purchase or extend.

"Local sale" means a sale by a seller with a physical presence in a taxing jurisdiction, where the point of delivery is a location within the same taxing jurisdiction.

"Marketplace" means a physical or electronic place, platform or forum, including a store, booth, internet website, catalog or dedicated sales software application, where products or services are offered for sale.

"Marketplace facilitator" means a person that contracts with remote sellers to facilitate for consideration, regardless of whether deducted as fees from the transaction, the sale of the remote seller's property, product or services through a physical or electronic marketplace operated by the person, and engages:

- A. Directly or indirectly, through one or more affiliated persons in any of the following:
 1. Transmitting or otherwise communicating the offer or acceptance between the buyer and remote seller;
 2. Owning or operating the infrastructure, electronic or physical, or technology that brings buyers and remote sellers together;
 3. Providing a virtual currency that buyers are allowed or required to use to purchase products from the remote seller; or
 4. Software development or research and development activities related to any of the activities described in B. of this subsection, if such activities are directly related to a physical or electronic marketplace operated by the person or an affiliated person; and
- B. In any of the following activities with respect to the seller's products:
 1. Payment processing services;
 2. Fulfillment or storage services;
 3. Listing products for sale;
 4. Setting prices;
 5. Branding sales as those of the marketplace facilitator;
 6. Order taking;
 7. Advertising or promotion; or
 8. Providing customer service or accepting or assisting with returns or exchanges.

"Marketplace seller" means a person that makes retail sales through any physical or electronic marketplace that is operated by a marketplace facilitator.

"Member jurisdiction" means a taxing jurisdiction that is a signatory of the Alaska Intergovernmental Remote Seller Sales Tax Agreement, thereby members of the commission, and who have adopted the Alaska Remote Seller Sales Tax Code. In this chapter 4.30, it refers to the Petersburg Borough.

"Monthly" means occurring once per calendar month.

"Person" means an individual, trust, estate, fiduciary, partnership, limited liability company, limited liability partnership, corporation, or any other legal entity.

"Physical presence" for purposes of section 4.30.230 means a seller who establishes any one or more of the following within the member a local taxing jurisdiction:

1. Has any office, distribution or sales house, warehouse, storefront, or any other place of business within the boundaries of the ~~member~~local taxing jurisdiction;
2. Solicits business or receiving orders through any employee, agent, salesman, or other representative within the boundaries of the ~~member~~local taxing jurisdiction ~~or engages in activities in this state that are significantly associated with the seller's ability to establish or maintain a market for its products in this state;~~
3. Provides services or holds inventory within the boundaries of the ~~member~~local taxing jurisdiction;
4. Rents or leases property located within the boundaries of the ~~member~~local taxing jurisdiction.

A seller that establishes a physical presence within the ~~member~~local taxing jurisdiction in any calendar year will be deemed to have a physical presence within the ~~member~~local taxing jurisdiction for the following calendar year.

"Point of delivery" means the location at which property or a product is delivered or service rendered.

A. When the product is not received or paid for by the purchaser at a business location of a remote seller in ~~the member~~a taxing jurisdiction, the sale is considered delivered to the location where receipt by the purchaser (or the purchaser's recipient, designated as such by the purchaser) occurs, including the location indicated by instructions for delivery as supplied by the purchaser (or recipient) and as known to the seller.

B. When the product is received or paid for by a purchaser who is physically present at a business location of a remote seller in ~~the member~~a taxing jurisdiction, the sale is considered to have been made in the ~~member~~taxing jurisdiction where the purchaser is present even if delivery of the product takes place in another taxing jurisdiction. Such sales are reported and tax remitted directly to the ~~member~~taxing jurisdiction, not to the commission.

C. When the service is not received by the purchaser at a business location of a remote seller, the service is considered delivered to the location where the purchaser receives the service.

D. For products or services transferred electronically, or other sales where the remote seller or marketplace facilitator lacks a delivery address for the purchaser, the remote seller or marketplace facilitator shall consider the point of delivery of the sale to be the billing address of the buyer.

"Product-based exemptions" means an exemption based on the description of the product and not based on who purchases the product or how the purchaser intends to use the product.

"Professional services" means services performed by architects, attorneys at law, certified public accountants, dentists, engineers, land surveyors, surgeons, veterinarians, and practitioners of the healing arts (the arts and sciences dealing with the prevention, diagnosis, treatment and cure or alleviation of human physical or mental ailments, conditions, diseases, pain or infirmities) and such occupations that require a professional license under Alaska Statute.

"Property" and "product" and "good" means both tangible property, an item that can be seen, weighed, measured, felt, or touched, or that is in any other manner perceptible to the senses; and

intangible property, anything that is not physical in nature (i.e.; intellectual property, brand recognition, goodwill, trade, copyright and patents).

"Quarter" means trimonthly periods of a calendar year; January—March, April—June, July—September, and October—December.

"Receive or receipt" for purposes of section 4.30.030 and the definition of "Point of Delivery" means:

- A. Taking possession of property or product;
- B. Making first use of services;
- C. Taking possession or making first use of digital goods, whichever comes first.

The terms "receive" and "receipt" do not include temporary possession by a shipping company on behalf of the purchaser.

"Remote sales" means sales of goods or services by a remote seller or marketplace facilitator.

"Remote seller" means a seller or marketplace facilitator making sales of goods or services ~~for delivery delivered~~ within the State of Alaska, without having a physical presence in ~~the member a~~ taxing jurisdiction in which delivery is made, ~~or conducting business between taxing jurisdictions, when sales are made by internet, mail order, phone or other remote means. A marketplace facilitator shall be considered the remote seller for each sale facilitated through its marketplace.~~

"Resale of services" means sales of intermediate services to a business where the charge for which will be passed directly by that business to a specific buyer.

"Sale" or "retail sale" means any sale of services for any purpose other than for resale, or any transfer of property or product for consideration for any purpose other than for resale.

"Sales price or purchase price" means the total amount of consideration, including cash, credit, property, products, and services, for which property, products, or services are sold, leased, or rented, valued in money, whether received in money or otherwise, without any deduction for the following:

- A. The seller's cost of the property or product sold;
- B. The cost of materials used, labor or service cost, interest, losses, all costs of transportation to the seller, all taxes imposed on the seller, and any other expense of the seller;
- C. Charges by the seller for any services necessary to complete the sale, other than delivery and installation charges;
- D. Delivery charges;
- E. Installation charges; and
- F. Credit for any trade-in, as determined by state law.

"Seller" means a person making sales of property, products, or services, or a marketplace facilitator facilitating sales on behalf of a seller.

"Services" means all services of every manner and description, which are performed or furnished ~~for compensation outside the taxing jurisdiction,~~ and delivered electronically or otherwise into

the ~~member~~taxing jurisdiction ~~(but excluding any that are rendered physically within the taxing jurisdiction)~~, including but not limited to:

1. Professional services;
2. Services in which a sale of property or product may be involved, including property or products made to order;
3. Utilities and utility services not constituting a sale of property or products, including but not limited to sewer, water, solid waste collection or disposal, electrical, telephone services and repair, natural gas, cable or satellite television, and Internet services;
4. The sale of transportation services;
5. Services rendered for compensation by any person who furnishes any such services in the course of his trade, business, or occupation, including all services rendered for commission; and
6. Advertising, maintenance, recreation, amusement, and craftsman services.

"Tax cap" means a maximum taxable transaction.

"Taxing jurisdiction" means a local government in Alaska that has a sales tax, ~~and is a member of the Alaska Remote Seller Sales Tax Commission.~~

"Transferred electronically" means obtained by the purchaser by means other than tangible storage media.

4.30.280260 - Supplemental definitions.

For purposes of this chapter, the commission may promulgate supplemental definitions that are incorporated into this remote seller sales tax code, provided that they are not in conflict with or contrary to definitions set forth in ~~chapter 4.28, the general sales tax ordinance of the taxing jurisdiction.~~ Supplemental definitions are available at www.arsstc.org. Provisions of the supplemental definitions that are amended, deleted, or added prior to or after the effective date of the latest amendment to this chapter shall be applicable for purposes of this chapter on the effective date provided for such amendments, deletions, or additions, including retroactive provisions.

Section 4. Severability: If any provision of this ordinance or any application to any person or circumstance is held invalid, the remainder of this ordinance and the application to other persons or circumstances shall not be affected.

Section 5. Effective Date: This Ordinance shall become effective immediately upon final passage.

Passed and approved by the Petersburg Borough Assembly, Petersburg, Alaska this _____ day of _____, 2021.

Mark Jensen, Mayor

TTEST:

Debra K. Thompson, Borough Clerk

Adopted:
Noticed:
Effective:



To: ARSSTC Members

From: Clinton Singletary, Statewide Municipal Sales Tax Director

Re: Uniform Code Updates – March 2021

Over the months of December & January, Commission staff met weekly with representatives from member jurisdictions to discuss and work through numerous code updates that Commission staff have been accumulating over the last year. Many of these needed updates are more clerical in nature, but several are more substantive and will have a clear impact on the Commission and/or member jurisdictions.

Following is a breakdown of the more substantive updates that were agreed upon by the Code Update Working Group, including a brief justification / background of why the update is being recommended.

At its February 24, 2021 meeting, the ARSSTC Board of Directors formally approved the proposed updates to the Uniform Code.

Code Section	Description	Justification / Background
Section 040(A)	Threshold calculation updated to include current year, not just previous calendar year.	Not as limiting a timeframe since there are now two time windows to be examined in determining threshold.
Section 050	Was the old Section 230; renamed section to more accurate description; included language for local sale.	No change to the original intent of this section. Section title better describes goal of section and inclusion of “local sale” better describes the type of transaction. “Local Sale” was also added as a new definition.
Section 080 A & B	Remove registration requirement for marketplace sellers who only sell on marketplaces.	Tax would already be collected by the marketplace, the seller would have nothing to report. Versions of this can be found in other states. Added affidavit requirement.
Section 080 (H)	Member jurisdiction business license clarification	Add language explaining that registration as remote seller satisfies jurisdiction business license requirements, but only if seller does not have physical presence in jurisdiction. Common question from sellers.
Section 090 (B)	Allow for annual filing frequency, dependent on member jurisdiction code allowances.	Will be modifying filing frequency change policy to only grant annual if no taxable sales.
Section 110 (A)	Clarifies rounding language	Specifies that only gross sales and exempt sales should be rounded.
Section 120 (C)	Interest on refund requests	Specifies that the Commission will not pay interest on refund requests.



Section 170 (A)	Late Filing fee language	Update late filing fee to max out at 4 months, same as penalty in C.
Section 170 (F)	Penalty Waivers	The code specifies the timeframe in which a waiver can be requested and limits the waiver to one a year. Waiver policy will be developed to fine-tune the number of waivers allowed and the circumstances that will qualify for a waiver.
Section 180	Remote Reseller Certificate	Codifies the existence of the remote reseller certificate
Section 240	Penalty cleanup / clarification	Paragraph A was added to defer to member jurisdiction penalties if the member penalty is different.
Section 260	Savings Clause	Removed old paragraph E on late filing fees since that is a duplicate of Section 170.
Section 270 – Definitions		Provides discrimination protection.
	Local sale	Used in Section 050
	Marketplace	Used in conjunction with definition of marketplace seller, for purposes of Section 080
	Marketplace Seller	For purposes of Section 080
	Point of Delivery	Added paragraph C specific to POD for services
	Remote Seller	Cleaned up definition to focus on a seller making sales into jurisdiction where the seller does not have physical presence. Applies to both in-state & out of state sellers.
	Services	Updated definition to specify any service provided which is delivered into a member jurisdiction.

Other Changes throughout the Uniform Code

- Throughout the code the use of the term jurisdiction was updated to focus on either taxing jurisdiction or member jurisdiction. These definitions were updated such that taxing jurisdiction is just a jurisdiction in Alaska with a sales tax. Member jurisdiction is a taxing jurisdiction that has adopted the Uniform Code.
- Sections 100(C), 130(C), 150(E), and 200 were all standardized for a 3-year timeframe, instead of the varying years.

**Petersburg Borough, Alaska
RESOLUTION #2021-08**

**A RESOLUTION OF THE ASSEMBLY OF THE PETERSBURG BOROUGH
APPROVING DIRECT DISPOSAL OF BOROUGH LAND BY GRANTING A 20' WIDE
UTILITY EASEMENT IN PERPETUITY TO AP&T WIRELESS AT 419 SANDY BEACH
ROAD**

WHEREAS, AP&T Wireless has applied for a Utility Easement in perpetuity and is utilizing USDA grant funds to develop a submarine and terrestrial fiber optic cable that will interconnect Prince of Wales Island to Juneau via Petersburg; and

WHEREAS, the project, called SEALink, will improve broadband service throughout the region, and enhance the quality of life in rural Southeast Alaska through e-learning, telemedicine, e-commerce, improved public safety, enhanced civic participation, and many other benefits which broadband makes possible; and

WHEREAS, the Borough owns property located at 419 Sandy Beach Road, more particularly described as follows ("the property"):

Lot 5A, Block B1, Frederick Sound Alaska Subdivision, Alaska Tideland Survey 9, 419 Sandy Beach Road, Petersburg, Alaska (Borough parcel #01-003-139); and

WHEREAS, the property is zoned for Public Use; and

WHEREAS, a communication cable landing is an existing use at the property, which previously held utility easement(s) for AT&T Alascom, that are now abandoned; and

WHEREAS, the Planning Commission held a public hearing on the AP&T Wireless application for Utility Easement on June 8, 2021, and recommends the Assembly approve the 20' wide Utility Easement as proposed.

THEREFORE, BE IT RESOLVED by the Assembly of the Petersburg Borough, as follows:

Section 1. The Assembly hereby approves a 20' wide Utility Easement to AP&T Wireless at the following location:

Lot 5A, Block B1, Frederick Sound Alaska Subdivision, Alaska Tideland Survey 9, 419 Sandy Beach Road, Petersburg, Alaska (Borough parcel # 01-003-139)

Section 2. The Assembly determines that exemption of this property from public disposal is in the best interests of the Borough, and that the property shall be disposed of by direct negotiations with AP&T Wireless.

Section 3. The Borough Manager is hereby authorized and directed to commence direct negotiations with AP&T Wireless for disposal of the Utility Easement requested.

Section 4. AP&T shall provide a site topographical survey prior to construction of the fiber optic cable landing and execution of the Utility Easement, which will be recorded in the Petersburg Recording District along with the signed Utility Easement document.

Section 5. AP&T Wireless shall provide an as-built survey of the constructed fiber optic cable landing upon completion. The as-built survey will be recorded with the Utility Easement in the Petersburg Recording District.

Section 6. The conveyance documents necessary to effectuate and complete the disposal, once completed, are incorporated herein by reference. The Borough Manager is hereby authorized to sign the conveyance documents, which shall contain the terms set out Sections 4 and 5 above and other standard terms and conditions of such conveyances.

Passed and approved by the Petersburg Borough Assembly on June 21, 2021.

Bob Lynn, Mayor Pro-Tem

ATTEST:

Rebecca Regula, Deputy Clerk

Debra Thompson

From: Liz Cabrera
Sent: Tuesday, June 8, 2021 12:37 PM
To: Debra Thompson
Cc: Jason Custer
Subject: AP&T Easement
Attachments: AP&T dox.pdf

Debbie,

The Planning Commission recommends the Assembly approve a 20' wide utility easement to AP&T Wireless as proposed. As we discussed previously, AT&T Alascom has abandoned their easements at this location.

Let me know if you have any questions.

Thanks,
Liz



Petersburg Borough, Alaska

Land Disposal Application

(\$500.00 non-refundable filing fee required)

Form must be completed in its entirety to be considered

Office Use:
Rec'd. by:
Fee: \$
Date Rec'd:

Date: May 10, 2021

This is a request for land disposal via (circle one):
Lease Purchase Exchange Other

Parcel ID #(s) of Subject Property:
01003139

Proposed term of lease: Utility Easement In Perpetuity
(total years)

Legal Description of Property:
Lot 5A, Block B1, Frederick Sound Alaska Subdivision
Alaska Tideland Survey 9

Current Zoning of Property:
PUBLIC USE

Applicant Name: AP&T Wireless

Applicant Mailing Address: 136 Misty Marie Lane, Ketchikan, AK 99901

Applicant Contact Info: Tom Ervin, Chief Operating Officer
(phone and/or email)

907-833-5101 (work), 907-441-4641 (cell), tom.e@aptalaska.com

1. Size of Area requested (identify the minimum area necessary in square feet): 17,600 sq. ft.
2. Attach a map showing the location of the land requested. Map must show surrounding area with the land requested clearly marked with bolded borders or highlighted color.

3. Narrative on use of property: Explain proposed use of land and when use is expected to begin and end. Include any planned new construction or renovation, including time-frame when construction or renovation will be completed and type of materials to be used. Provide the estimated dollar value of proposed improvements. Explain the value of the proposal to the economy of the borough and any other information you feel should be considered. (attached additional sheet if necessary)

See attached document

4. Name and address of all adjacent land owners or lessees, including upland owner(s) if applicable: (attach additional sheet if necessary)

<u>State of Alaska (submerged lands)</u>	<u>Pauline Lee (Lot 4B Spruce Tree Sbdn.)</u>
<u>Petersburg Borough (ATS 9)</u>	<u>David & Jody Tow (Lot 8 B1, FSAk Sbdn.)</u>
<u>Petersburg Borough (Lot 5A, B1, FSAk Sbdn.)</u>	<u>Edgars Living Trust, (Lot 2 Triangle Sbdn.)</u>

5. Are there any existing permits or leases covering any part of the land applied for?

Yes No If yes, please check one: (Lease Permit)

Describe the type of permit or lease, if applicable, and the name and last known address of the permittee or lessee:

See Attached Sheet

6. What local, state or federal permits are required for the proposed use? (list all)

See Attached Sheet

7. If applicant is a corporation, provide the following information:

A. Name, address and place of incorporation: AP&T Wireless, Inc.
550 W. Seventh, Suite 1450
Anchorage, AK 99501

B. Is the corporation qualified to do business in Alaska?: Yes No

Name and address of resident agent: _____
 Corporation Service Company Registered Mailing Address:
9360 GLACIER HWY STE 202, JUNEAU, AK 99801

8. Why should the Planning Commission recommend Assembly approval of this request?

See Attached Sheet

9. How is this request consistent with the Borough's comprehensive plan?

See Attached Sheet

10. Prior to submitting this application, please verify with pertinent Borough Departments that the land requested for lease, purchase or exchange is not needed for a public purpose by speaking with the appropriate personnel in the Electric, Water, Wastewater, Community Development, Harbor or Public Works Departments and obtain their comments and signatures below. (attach additional sheet if necessary):

Department Comments:

Signature of Department Commenter

Department Comments:

Signature of Department Commenter

Department Comments:

Signature of Department Commenter

Department Comments:

Signature of Department Commenter

NOTICE TO APPLICANT(s):

Applicant will be required to pay a non-refundable filing fee with the Borough of \$500 to cover estimated costs of: a title report, survey, legal fees, postage, recording fees, public noticing and advertising and other costs incidental to the processing of this application.

I hereby certify that I have received and reviewed a copy of Petersburg Municipal Code Chapters 16.12 and 16.16 (as they may pertain to my particular application) and understand the Code requirements. I further certify I am authorized to sign this application on behalf of the applicant.

Please sign application in the presence of a Notary Public.

Carol Haggan
Applicant/Applicant's Representative

Subscribed and sworn to by Chad A. Haggan, who personally appeared
before me this 10th day of May, 2021.

Ashley D. Nelson
Notary Public

Notary Public in and for the State of ~~Alaska~~ Washington. My Commission Expires: 3/24/2024





ALASKA POWER & TELEPHONE COMPANY
3000 VINTAGE BLVD., SUITE 250 | PO BOX 34195
JUNEAU, ALASKA 99803
PHONE: (907) 789-1951 | FAX: (907) 789-1955

May 10, 2021

Liz Cabrera
Director, Community & Economic Development
Petersburg Borough
Box 329
Petersburg, AK 99833

Subject: AP&T Wireless SEALink Fiber Optic Cable Easement Application

Dear Liz Cabrera.

The purpose of this letter is to respectfully request the Petersburg Borough grant AP&T Wireless (a subsidiary of Alaska Power & Telephone Company) an easement for a fiber optic cable landing at Lot 5A, Block B1a of Frederick Sound Alaska Subdivision and on Alaska Tideland Survey 9, 419 Sandy Beach Road. The attached photos and application provide additional detail.

AP&T Wireless is utilizing USDA grant funds to develop a submarine and terrestrial fiber optic cable that will interconnect Prince of Wales Island to Juneau via Petersburg. The project, called "SEALink," will also create new terrestrial networks bringing very high-speed broadband to the communities of Coffman Cove and Kasaan. This infrastructure will also be very beneficial to other families, businesses, and stakeholders in the region – including Petersburg - helping to improve reliability, community sustainability, and create new economic opportunity. The COVID-19 pandemic has demonstrated how critical broadband access is to the sustainability and resiliency of communities in islanded, rural locations. We are thankful to have this opportunity to help improve service throughout the region, and enhance the quality of life in rural Alaska through e-learning, telemedicine, e-commerce, improved public safety, enhanced civic participation, and all of the other benefits which broadband makes possible. The Central Council of the Tlingit and Haida Indian Tribes of Alaska and the Organized Village of Kasaan were key supporters during the application phase.

We very much appreciate the assistance that you and other Petersburg Borough staff provided in helping to select this site, and confirm its abandonment by the prior owner. Utilizing this location will put an abandoned cable landing back into use for the benefit of the region, while minimizing new disturbances, and avoiding conflicts with other infrastructure and user types. AP&T Wireless is requesting a 20 foot right-of way, and anticipates adjusting the location of project features slightly pending the results of a submarine survey (scheduled for June 2021), and a terrestrial survey.

We hope the Borough will provide this application with favorable consideration, and help support broadband access and economic development in southeast Alaska.

Please be in touch with any questions. Thank you for your consideration.

Respectfully submitted,

Jason Custer, CMA, PMP
Vice President, Business Development
Alaska Power & Telephone Company
Jason.c@aptalaska.com
907-617-3773

Cc: Ryan Wopschall, AP&T SEALink Project Manager
Tom Ervin, AP&T COO
James Baumgartner, Manager Permits, Licensing and Compliance
Brent Aker, AP&T Telecom General Manager
Cam Fisher, 48 North Environmental Consultants

Enclosure: Land Disposal Application with filing fee
Site Photos
Overview Figure

AP&T Wireless, Inc. Submarine Cable Easement

Petersburg Borough Application

May 2021

Item 3:

Within the easement, APTW will construct a submarine cable landing. Improvements include a buried HDPE or steel conduit from the beach manhole seaward through the tidelands; a pre-cast reinforced concrete beach manhole, HDPE buried terrestrial cable conduit from the beach manhole to a pole riser on an existing utility pole along the Sandy Beach Road right-of-way. An excavator will trench and backfill the conduit sections and beach manhole and restore the disturbed area to its original contour. APTW will reseed disturbed vegetative areas with approved seed mix. The submarine and terrestrial cable will then be installed in the conduits. After installation, infrequent inspection and repair may be required. Site improvements are valued at \$300,000. The project is budgeted at \$28,726,900. Mitkof Island outdoor plant component from the Petersburg landing through the South Mitkof Landing construction is estimated at \$7,000,000.

Item 5

- Telecommunications & Electrical System Perpetual Easement, GCI Cable Inc., 2550 Denali Street, Anchorage, AK 99503. 7 April, 2008.
- Buried Communication Cable Line Perpetual Easement, AT&T Alaska (previously Alascom), 505 E. Bluff Drive, Anchorage, AK 99501. 7 February, 1986.

Item 6:

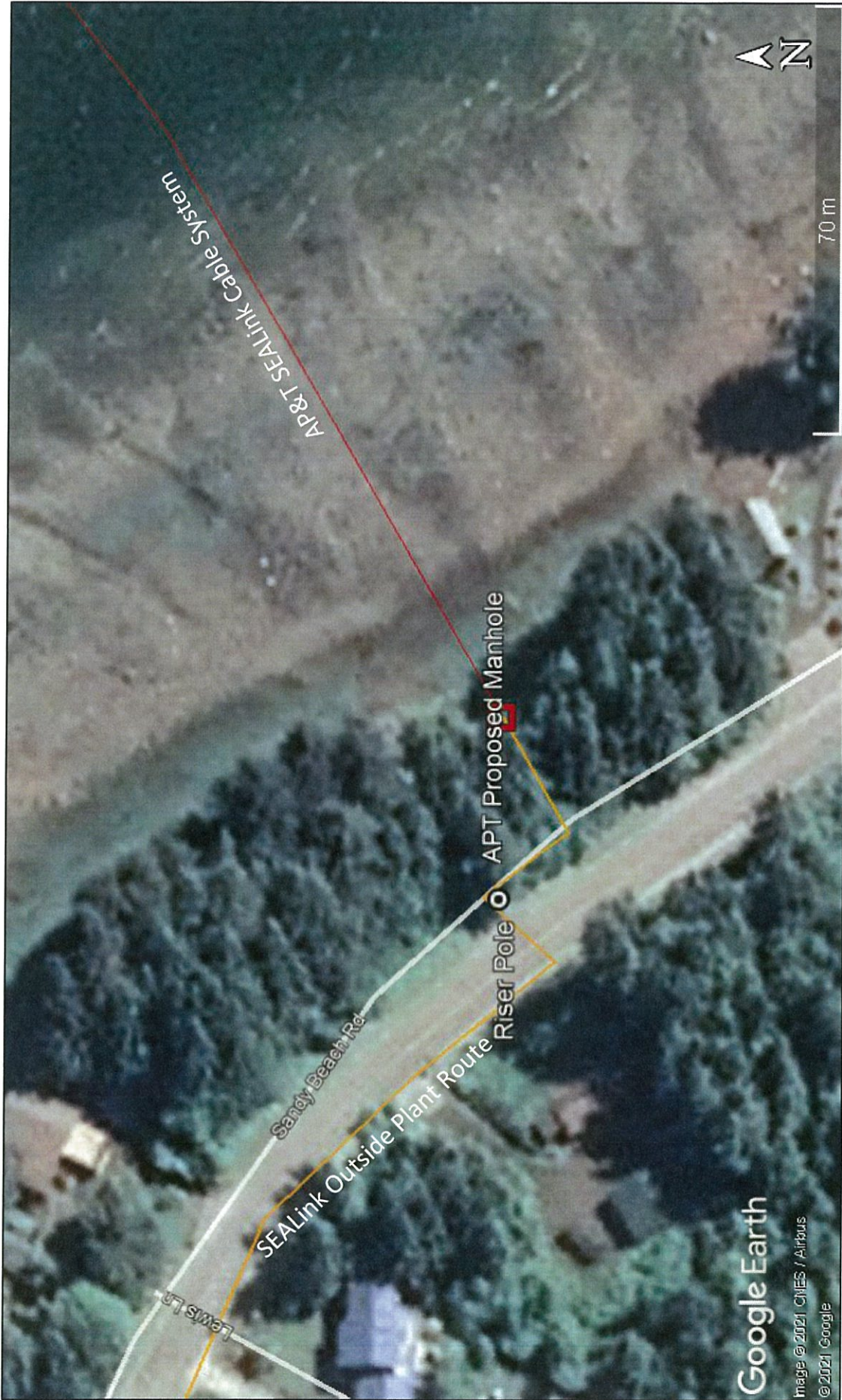
Alaska Department of Natural Resources Submerged Lands Entry Authorization and Easement. US Army Corp. of Engineers Permit for Navigable Waters and CWA Section 401/404. Alaska DEC project water quality certification.

Item 8:

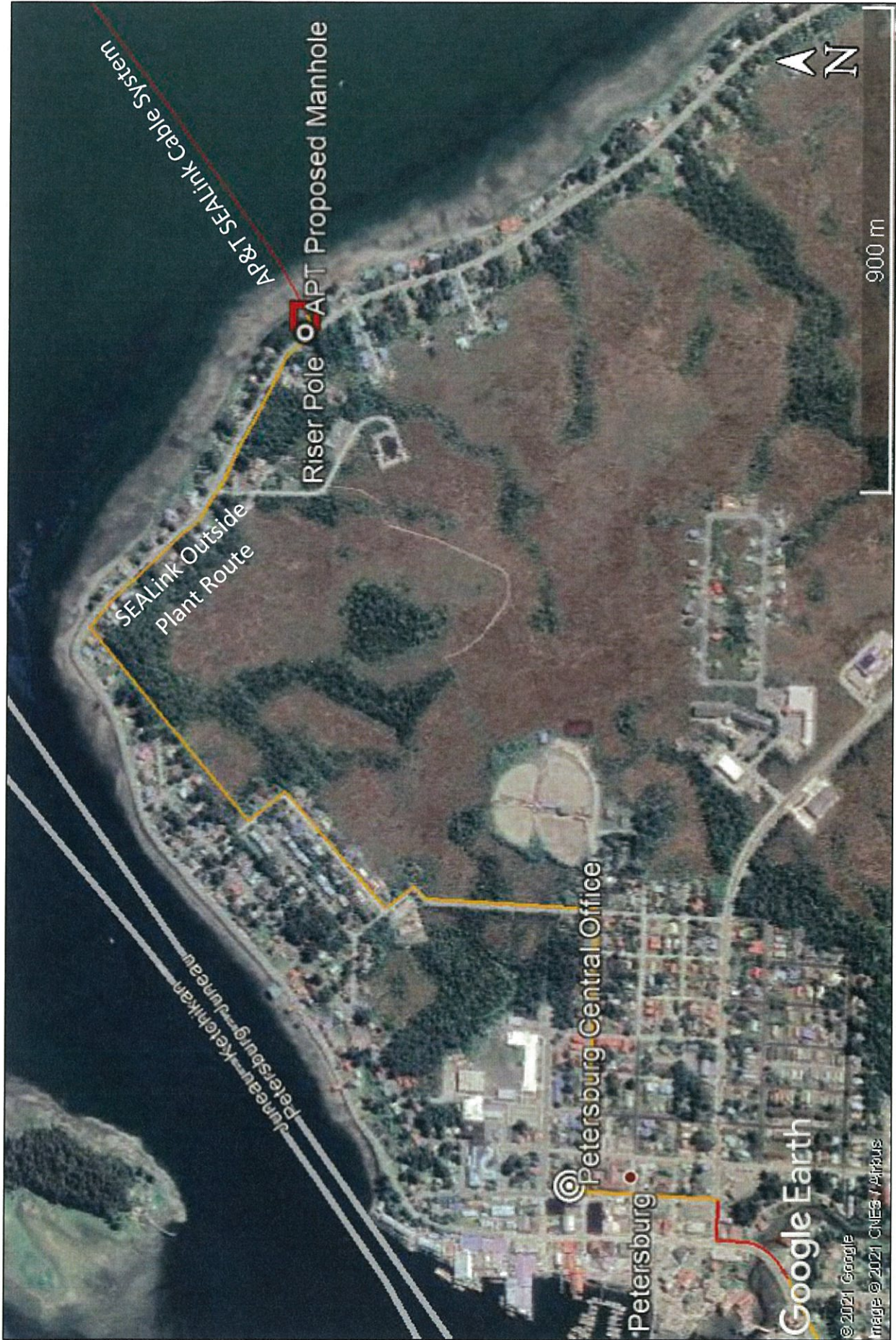
This broadband communication project will provide broadband to rural designated communities in Southeast Alaska and will provide future buildout/service opportunities as well. For Petersburg, it will improve the quality and reliability of AP&T Wireless service to the community residents, businesses and agencies. Communication cable landing is an existing use at this property and is compatible with other public open space uses.

Item 9

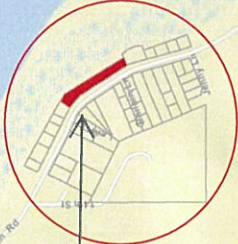
A healthy and competitive broadband distribution system supports the Plan's Public Facilities and Services goals and strategies. This project will broaden communication opportunities to the Borough. Indirectly, improved services support community schools, health care providers, and businesses adapt to changes in service delivery. Once installed, the landing site will be low impact and low visibility entirely compatible with the existing two cable landings collocated at the site.



Google Earth
Image © 2021 CNES / Airbus
© 2021 Google



*AP&T Easement Request
Petersburg Borough 419
Sandy Beach Road
01-003-139*



PROPERTY AREA

AP&T Easement Request
Petersburg Borough
419 Sandy Beach Road
01-003-139



UTILITY EASEMENT

This Easement, effective as of the date of the last signature below, is by and between the Petersburg Borough, of PO Box 329, Petersburg, Alaska 99833, hereinafter referred to as “the Grantor”, and AP&T Wireless, of 136 Misty Marie Lane, Ketchikan, Alaska 99901, hereinafter referred to as “the Grantee”.

1. The Grantor hereby grants to the Grantee a nonexclusive perpetual easement on the property of the Grantor, described as follows:

Lot 5A, Block B1, Frederick Sound Alaska Subdivision, Alaska Tideland Survey
9, 419 Sandy Beach Road, Parcel ID #01.003.139, (“the Easement Parcel”),

and depicted on attached Exhibit "A" (pre-construction site topographical survey and post-construction as-built survey), for the following purposes: to construct a submarine and terrestrial fiber optic cable landing which includes a buried HDPE or steel conduit from the beach manhole seaward through the tidelands; a pre-cast reinforced concrete beach manhole, HDPE buried terrestrial cable conduit from the beach manhole to a pole riser on an existing utility pole along the Sandy Beach Road right-of-way. The Grantor expressly reserves for itself, its successors and its assigns, the right to use the Easement Parcel or to grant other easements or licenses at the same location so long as such use(s) do not unreasonably interfere with the rights herein granted.

2. The Grantee shall maintain the Easement Parcel, and any improvements constructed or installed thereon by Grantee, in a state of good condition and repair. The operation and maintenance of the Easement Parcel and any such improvements shall be at Grantee’s sole cost and expense.

3. This Easement is subject to all covenants, conditions, restrictions, reservations, and rights of way pertaining to the Easement Parcel, whether or not of record. The Grantor does not warrant or represent, and expressly disclaims, that the Easement Parcel is suitable for any particular use or purpose.

4. In its use of, and activities or operations on, the Easement Parcel, the Grantee shall comply with all applicable laws, ordinances and regulations, including but not limited to all applicable regulatory, environmental and safety requirements, at Grantee's sole cost and expense. The Grantee shall not use, deposit or permit the use or deposit of any hazardous material or toxic waste or other harmful substances on the Easement Parcel.

5. The Grantee shall keep the Easement Parcel free and clear of any and all liens and encumbrances for labor performed or materials or services furnished to or at the Easement Parcel at the instance or request of the Grantee or anyone claiming under the Grantee.

6. The Grantee shall not materially interfere with the use by, and operation and activities of, the Grantor on its property. Accordingly, the Grantee shall use and follow such procedures on the Easement Parcel that result in the least inconvenience to the Grantor.

7. The Grantee shall be responsible for any damage to the Grantor's property or that of third parties resulting from any exercise of the rights herein granted, including but not limited to soil erosion, subsidence or damage resulting therefrom. The Grantee shall promptly repair and restore to its original condition the Easement Parcel or any of Grantor's property, including any improvements, that may be damaged or destroyed in connection with the Grantee's use of the Easement Parcel.

8. This Easement is granted on the express condition that the Grantor is to be free from any and all liability by reason of injury or death to persons or injury to property from whatever cause arising out of Grantee's use of the Easement Parcel or exercise of rights hereunder. The Grantee shall exercise its privileges under and pursuant to this Easement at its own and sole risk, and shall indemnify, defend and hold harmless the Grantor, and all employees, officials and agents of the Grantor, from and against any and all claims, demands and liability for damages, costs, losses, and expenses resulting from, arising out of, or in any way connected with, this Easement, including without limitation the occupation or use of, or activities or operations on, the Easement Parcel by the Grantee or Grantee's employees, officers, agents, clients, invitees, and guests. The Grantor shall not be liable to the Grantee if, for any reason whatsoever, the Grantee's occupation or use of the Easement Parcel under and pursuant to this Easement shall be hindered or disturbed.

9. The Grantor, at its discretion, may terminate this Easement and all of the rights granted hereunder, (1) at any time after six (6) months of continuous non-use of the Easement Parcel by the Grantee, or (2) if the Grantee is in breach or default of any provision of this Easement

upon expiration of a thirty (30) day notice period; provided that the Grantor may immediately suspend the Grantee's activities on the Easement Parcel if the breach results in a health or safety hazard. The Grantee may terminate this Easement at any time.

Notice of termination shall be given in writing and delivered in accordance with paragraph 11 below. In the event of termination, the Grantee shall remove all fixtures, equipment and other property placed on the parcel by the Grantee or anyone claiming under the Grantee and restore and peaceably surrender the Easement Parcel in as good condition as such property was at the time of the Grantee's initial entry upon such property under this Easement. If Grantee fails to make such removal or restoration, the Grantor shall have the right to make such removal or restoration at Grantee's expense, the amount of which the Grantee shall pay to the Grantor on demand; if the Grantor so elects, it shall also have the right to take possession of and appropriate to itself without payment therefore any or all fixtures, equipment and property of the Grantee, or anyone claiming under Grantee, remaining on the Easement Parcel following termination. The parties agree to execute and record a termination of easement.

10. The Grantee shall be solely responsible for any and all taxes, charges or other fees levied by any governmental agency against the Easement Parcel as a result of this Easement or Grantee's use of, or activities or operations on, the Easement Parcel.

11. Any notice provided for or concerning this Easement shall be in writing and be deemed sufficiently given when sent by certified mail to the respective address of a party as set forth at the beginning of this Easement. A party may change its address by giving notice hereunder.

12. This Easement shall not be assigned or transferred, in whole or in part, by the Grantee, without the express written approval of the Grantor.

13. This Easement shall be governed by, construed, and enforced in accordance with the laws of the State of Alaska. Venue for any dispute arising under this Easement shall be in the Superior Court for the State of Alaska, in Petersburg, Alaska.

14. Each party to this Easement has had an opportunity for independent counsel to review and modify this document. The rule of construction to the effect that any ambiguities are to be strictly construed against the drafter shall not apply to any interpretation of any provision of this Easement.

15. If either party shall commence a legal proceeding for any relief against the other, declaratory or otherwise, arising out of this Agreement, the prevailing party shall be awarded, in addition to any other relief, a reasonable sum as attorney fees.

16. This Agreement sets forth the entire understanding and agreement of the parties with respect to the transaction contemplated hereunder. This Agreement supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties with respect to the subject matter hereof. This Agreement may not be modified or amended except by written agreement executed by both Parties.

17. This Easement may be executed and delivered in counterparts, delivered by facsimile or in electronic format by email. Each such counterpart hereof shall be deemed an original instrument, but all such counterparts together shall constitute one document.

[Signatures on following pages]

/

/

/

/

/

/

/

/

/

/

/

/

/

GRANTOR: Petersburg Borough

By _____

Printed Name _____

Its _____

Dated _____

STATE OF ALASKA)
)ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that before me personally appeared _____, to me known to be the _____ of the Petersburg Borough, and who executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity for the uses and purposes therein mentioned and on oath stated s/he is authorized to execute this document on behalf of said entity.

WITNESS my hand and official seal this ___ day of _____, 20__.

NOTARY PUBLIC in and for Alaska
My Commission Expires: _____

GRANTEE: AP&T Wireless

By _____

Printed Name _____

Its _____

Dated _____

STATE OF ALASKA)
)ss.
FIRST JUDICIAL DISTRICT)


THIS IS TO CERTIFY that before me personally appeared _____, to me known to be the _____ of _____, and who executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity for the uses and purposes therein mentioned and on oath stated s/he is authorized to execute this document on behalf of said entity.

WITNESS my hand and official seal this ___ day of _____, 20__.

NOTARY PUBLIC in and for Alaska
My Commission Expires: _____

To be Recorded in the Petersburg Recording District

MEMORANDUM

TO: MAYOR JENSEN AND BOROUGH ASSEMBLY
FROM: KARL HAGERMAN, UTILITY DIRECTOR 
SUBJECT: PMPL CAPITAL PROJECT BOND ISSUANCE – BOND ATTORNEY ENGAGEMENT
DATE: 6/16/2021
CC: STEVE GIESBRECHT, BOROUGH MANAGER
DEBRA THOMPSON, BOROUGH CLERK

Please find in the Assembly packet an engagement letter from Stradling, Yocca, Carlson and Rauth (dba Stradling) in regard to bond counsel services. As the Borough's former bond counsel has retired and there is a need to proceed on preparations of documents for a prospective bond issuance to finance the Blind Slough Hydroelectric project and additional diesel standby generation for the PMPL system (potentially), Finance Director Tow and I have reached out to Stradling due to their good reputation and their effective work for SEAPA and the City of Ketchikan.

Assembly approval of the engagement letter will allow Borough staff to work with Alice Ostdiek as we introduce an ordinance for putting a revenue bond issue on the fall ballot.

At this time, the total cost of the engagement is not certain, but from the fee schedule contained in the letter, it is anticipated that the cost for these services will be approximately \$25,000. The compensation for Stradling's work will not be invoiced until the bonds are sold. If no bond sale occurs, the Borough is not liable for payments to Stradling.

Thank you for your consideration.



Stradling Yocca Carlson & Rauth
A Professional Corporation
601 Union Street, Suite 2424
Seattle, WA 98101
206 829 3000
stradlinglaw.com

Alice M. Ostdiek
206-829-3002
aostdiek@stradlinglaw.com

May 24, 2021

Via Email; no hard copy to follow

Jody Tow
Finance Director
Petersburg Borough
PO Box 329
Petersburg, Alaska

jtow@petersburgak.gov

Re: Bond Counsel Services (2021-23)

Dear Jody:

This letter provides written confirmation regarding Bond Counsel services for an upcoming borrowing through the Alaska Municipal Bond Bank. This letter reflects our standard terms of engagement and fee schedule currently in effect for Alaska issuers of municipal debt. We typically would hold these fees in effect for a three-year period, covering any additional debt you might issue through 2023. The fee schedule reflects options for adjustment for debt issued directly by the Borough, through the Alaska Municipal Bond Bank, or through other loan programs.

Scope of Bond Counsel Engagement

Bond counsel services include the tasks identified in the "Bond Counsel Scope of Services" document, which is attached.

In general, when engaged as bond counsel, we expect to perform the following duties: (i) subject to the completion of proceedings to our satisfaction, render our approving legal opinion (the "Opinion") regarding the validity and binding effect of the Bond(s), the source of payment and security for the Bonds, and the excludability of interest on the Bond(s) from gross income for federal income tax purposes; (ii) prepare and review documents necessary or appropriate to the authorization, issuance and delivery of the Bond(s) (including, in the case of a Bond Bank transaction, a loan agreement) and coordinate the authorization and execution of such documents; and (iii) review legal issues relating to the structure of the bond issue.

The Opinion will be addressed to the Borough and will be delivered by us on the date of issuance in exchange for the purchase price (the "Closing"). The Opinion will be based on facts and law existing as of its date. In rendering our Opinion, we will rely upon the certified proceedings and other certifications

of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Borough after the issue date with applicable laws relating to the Bonds. During the course of this engagement, we will rely on the Borough to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and the security for payment. We understand that officials and employees of the Borough will cooperate with us in this regard.

The attached "Scope of Bond Counsel Services" document describes certain "Other Services" that may be requested in connection with a particular financing. Fees for such services would be agreed as the need arises.

2021-23 Bond Counsel Fees and Services

Work on each financing will conclude when the bond issue has closed and we have sent out the transcripts of the bond issue to the Borough and to the other participants in the transaction. For our work as bond counsel during 2021-23, our fees will be flat fees based on the size and nature of the transaction, calculated using the formulas below:

General Obligation Bonds

<u>Par Amount</u>	<u>Base Fee</u>	<u>Fee per additional \$1,000 par amount</u>
Under \$1 MM	\$ 9,500	<i>Not Applicable</i>
\$1 MM to \$4.99 MM	11,200	+ \$2.50 per \$1,000 above \$1 million
\$5 MM to \$9.99 MM	21,200	+ \$1.85 per thousand above \$5 million
\$10 MM to \$24.99 MM	30,450	+ \$1.50 per thousand above \$10 million
\$25 MM to \$49.99 MM	52,950	+ \$0.90 per thousand above \$25 million
Above \$50 MM	75,450	+ negotiable

Revenue Bonds

<u>Par Amount</u>	<u>Base Fee</u>	<u>Fee per additional \$1,000 par amount</u>
Under \$1 MM	\$ 12,350	<i>Not Applicable</i>
\$1 MM to \$4.99 MM	14,550	+ \$3.25 per \$1,000 above \$1 million
\$5 MM to \$9.99 MM	27,550	+ \$2.40 per thousand above \$5 million
\$10 MM to \$24.99 MM	39,550	+ \$1.95 per thousand above \$10 million
\$25 MM to \$49.99 MM	68,850	+ \$0.95 per thousand above \$25 million
Above \$50 MM	negotiable	+ negotiable

Fees would be rounded to the nearest \$100. Fees for a loan through the Alaska Municipal Bond Bank (or for other direct placements with a bank or other lender which do not involve the review of an Official Statement or private placement memorandum prepared by the Borough) will be 75% of the fees calculated based on the table above. For Bond Bank transactions involving multiple transactions in a single Bond Bank offering, we will calculate our fee based on the aggregate principal amount within a type of debt (general obligation or revenue credit (e.g., electric, harbor, etc.) and similar transaction) and pro-rate the fee among those transactions.

For current refunding bonds or taxable advance refunding bonds, we would add 10% to the fee as calculated above. For other advance refundings, forward delivery or other alternatives to advance refunding structures, we would add 25% to the fee calculated above. For short-term or interim financings,

such as a bond anticipation note, our fees would be 50% of the above-calculated fee for the initial issuance of the note, and 40% of the fee for any extension that does not involve modifications that would result in a “reissuance” for federal tax purposes. The fee for a reissuance would be treated like an initial issuance (i.e., 50% of the calculated fee).

We will charge the bond counsel fee only if and when the bonds are issued. However, if we begin substantial work on bonds that are not issued with our approving legal opinion after 18 months, we would expect to be compensated on an hourly basis at our normal hourly rates for the work that we have performed in an amount not to exceed the fees calculated using the tables above (unless we have an expectation that the transaction will close within a reasonable time).

Conflicts of Interest and Confirmation of Petersburg’s Waiver relating to SEAPA

Before beginning work on any bond issue, we search our Firm’s conflicts database to determine whether any conflicts of interest exist. Petersburg Borough is a member of SEAPA and, as you know, we have served as bond counsel to SEAPA and to the City of Ketchikan. The Firm currently represents SEAPA and Ketchikan in a Bond Bank transaction closing this summer. In addition, we have from time to time been asked to advise the City of Ketchikan on questions relating to provisions of the Long-Term Power Sales Agreement between SEAPA and Petersburg, Wrangell, and Petersburg and how those provision interact with covenants in the revenue bonds issued by Ketchikan Public Utilities.

In a situation like this that presents a potential conflict of interest, the rules of professional conduct generally require us to determine that the firm would be able to provide competent and diligent representation to each client and to obtain the informed consent of each client to the respective representations. Because the Borough’s transaction does not put it in a position that is adverse to SEAPA or Ketchikan in the financings we are currently handling, we believe that our firm can provide appropriate representation of each client, and that our representation of each client will not be materially limited by our responsibilities to the other.

In a prior engagement letter, SEAPA affirmed its willingness to waive the potential conflict of interest relating to representations of the City, and to reaffirm that our Firm would not represent SEAPA with respect to any proposed changes in the Long-Term Power Sales Agreement or SEAPA’s governance. We have asked Ketchikan for similar waivers.

In connection with bond financing transactions, this means that our Firm would draft any necessary bond documents that will authorize issuance of bonds and provide a legal opinion as to the validity and enforceability of those documents. We have asked that SEAPA’s counsel be responsible for any negotiations with the member municipalities, as necessary, regarding any provision that would amend the Original Indenture or affect SEAPA’s governance or the Long-Term Power Sales Agreement. Presumably, Petersburg would be represented by its Borough Attorney in such negotiations, but our Firm has reserved the right for the Firm to advise Ketchikan on the implications of any such changes on KPU’s revenue bonds. If asked, we would be willing to similarly advise Petersburg based on appropriate waivers, to be discussed at the time that such a matter arises. We continue to believe this is an appropriate way to proceed and ask that you reaffirm that this meets with your approval. If you have any follow-up concerns about this approach to my Firm’s representation of SEAPA or Ketchikan, please let me know as soon as possible.

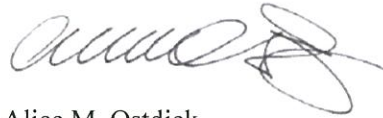
Petersburg Borough
May 24, 2021
Page Four

In addition, as you know, our Firm also represents underwriters, banks or other financial institutions in municipal bond transactions *unrelated to the Borough* (e.g., representing an underwriter or bank in completely unrelated bond transactions for bonds issued by other issuers). We have considered the situation with respect to the Bond Bank and its underwriters and have determined that these types of representations do not present a material limitation on our ability to represent the Borough in its borrowing, and ask for you to confirm that you do not believe it presents a conflict or agree to waive any such conflict.

If the terms of this letter are acceptable, I would appreciate it if you would sign the enclosed copy of this letter and return it to me at your convenience. Please let me know if you have any questions or concerns.

Best regards,

STRADLING YOCCA CARLSON & RAUTH,
a Professional Corporation



Alice M. Ostdiek

APPROVED AND ACCEPTED:
PETERSBURG BOROUGH, ALASKA

By: _____

SCOPE OF BOND COUNSEL SERVICES

The range of services provided by bond counsel can be narrow or broad, and frequently varies from financing to financing. In addition, the amount of work necessary to perform the same services can be quite different depending upon the nature and complexity of the financing. In the following, we use the term “bonds” to include any obligation of the issuing local government (the “Issuer”) for which we are asked to serve as bond counsel.

A. BOND COUNSEL SERVICES

Those services which Stradling Yocca Carlson & Rauth, P.C. traditionally provides as bond counsel to the Issuer include:

1. Advising the Issuer and its consultants on the legal requirements applicable to and, when requested, participating with those consultants and Issuer’s staff in planning, the financing of a project, including advice on state law and federal income tax and securities laws.
2. Reviewing the transcripts relating to the prior issuance by the Issuer of related outstanding obligations (typically revenue obligations), to assure conformity of the bonds with applicable covenants and conditions.
3. Based on facts provided by the Issuer, performing the necessary legal analysis to determine, in financings in which the bonds are intended to be tax-exempt, whether interest on the bonds will qualify for an exclusion from gross income for federal income tax purposes, and preparing tax exemption and nonarbitrage certificates.
4. Drafting the ordinances/resolutions and other documents necessary to authorize the bonds to be sold and issued (including, where applicable, ballot title ordinances/resolutions).
5. Attending certain meetings relating to the sale and issuance of the bonds.
6. When requested by the Issuer or Issuer’s financial advisor or underwriter, forwarding Issuer financing documents to bond rating agencies and/or bond insurers, and explaining legal provisions of those documents to City and insurer representatives.
7. When requested by the Issuer or Issuer’s financial advisor or underwriter, reading those portions of drafts of the official statement, offering circular or other sales material relating to the bonds prepared by the Issuer’s investment bankers necessary to assure the accuracy only of the description of the bonds, the source of payment and security for the bonds, the description of the new continuing disclosure undertaking, and the federal tax treatment of the interest on the bonds.
8. Preparing closing documents necessary to support the issuance of the bonds and assembling the transcript after the closing.
9. Subject to the completion of proceedings to our satisfaction, furnishing the firm’s approving legal opinion for the bonds regarding the validity and binding effect of the bonds and the excludability of interest on the bonds from gross income for federal income tax purposes.

Our bond opinion will be based on facts and law existing as of its date, and will constitute the expression of our professional judgment on the matters expressly addressed and not a guarantee of result. In rendering that opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume the Issuer’s continuing compliance, after the issue date, with applicable laws relating to the bonds. During the course of this engagement, we will rely on the Issuer to provide us with complete and timely information on all developments pertaining to any aspect of the bonds and their security, as well as the expected use of bond proceeds. We understand and expect that officers and employees of the Issuer will cooperate with us in this regard.

B. OTHER SERVICES

Traditional bond counsel services described above do not include the following additional bond and project-related work for the Issuer which we would be pleased to perform on request, working with the Issuer's attorney or other designated representatives. The provision of these services should be agreed upon on a case-by-case basis and involves appropriate fee arrangements.

1. The preparation of or review for accuracy of portions of any official statement, offering circular or other sales material relating to the issuance of the bonds prepared by the Issuer or its underwriter or otherwise used in connection with such bonds.
2. Drafting or negotiating of bond purchase agreements (though as a matter of course as bond counsel we typically review such agreements to assure that they conform to the Issuer's bond authorization documents).
3. Negotiation and drafting of repurchase agreements, investment contracts, custodial agreements, swap agreements, credit enhancement or liquidity facilities (other than bond insurance), and related contracts (including contracts with developers or owners of property included within local improvement districts formed by the Issuer).
4. Preparation of supplemental opinions required of bond counsel by the Issuer or the underwriter of bonds in connection with their issuance, which may include a legal opinion regarding the accuracy of certain sections of the Official Statement to the extent that those sections purport to describe certain provisions of the bonds or of applicable law, or a legal opinion confirming that in the course of our participation in the preparation of an Official Statement, nothing has come to our attention that caused us to believe that the Official Statement (except those sections as to which we express no view) as of its date, contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein for the purposes for which the Official Statement is to be used or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.
5. Drafting special assessment district formation and assessment documents and attending special assessment hearings.
6. Work in connection with seeking or obtaining governmental assistance or approvals from governmental agencies other than the Issuer, necessary for carrying out the purposes of the bond issue, including the drafting or obtaining of state or federal legislation.
7. Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
8. After closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the bonds will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement as bond counsel does not include rebate calculations for the bonds, dealing with changes of use or delays in the expenditure of proceeds).
9. Providing advice to the Issuer relating to its continuing disclosure obligations under its continuing disclosure undertakings, consistent with applicable securities laws.
10. Addressing any other matter not specifically set forth above that is not required to furnish our bond opinion.

C. FILE MANAGEMENT

After the transaction is concluded, we will deliver to the Issuer a complete copy of the transcript of the transaction. A transcript is delivered generally within 30 to 60 days after closing. We then close our files regarding the matter, and our representation on the transaction is completed. Additional services after closing would be addressed under Part B, above.

Record in the Petersburg Recording District

SPECIAL USE PERMIT

This **SPECIAL USE PERMIT**, issued by the Petersburg Borough, Alaska, PO Box 329, Petersburg, Alaska 99833 (“the Borough”), will allow Jason & Julie Anderson, PO Box 1841, Petersburg, Alaska 99833 (“Permittee”) to allow for placement of a greenhouse, fence and planter boxes partially within the **EXCEL STREET RIGHT OF WAY, adjacent to Parcel #01-106-207 at 208 N. 4th Street; and**

Whereas, the Planning Commission, on June 8, 2021, recommended the approval of a Special Use Permit to allow for placement of a greenhouse, fence and planter boxes partially within the Excel Street right of way adjacent to Parcel #01-106-207 at 208 N. 4th Street, to allow for use of pre-filled (by previous owner), usable and contiguous yard space, upon the following terms and conditions:

- 1) The Permittee agrees a copy of this Special Use Permit shall be duly recorded in the Petersburg Recording District, the cost of which shall be borne by the Permittee.
- 2) The Permittee shall indemnify and save harmless the Borough from and against any and all losses, damages, liabilities, expenses, claims and demands of whatsoever character, whether or not due to the Borough's negligence, direct or indirect, resulting from the Permittee's construction, maintenance and use of the permitted access, or the use or entry upon the permitted access by any other person or entity.
- 3) No future claim of title is granted to the Permittee to that portion of the Excel Street right-of-way on which the structures and fence are placed.
- 4) The Permittee agrees to be wholly responsible for the construction, installation and maintenance of the structures and fence and acknowledges the Borough has no responsibility whatsoever for construction, installation, maintenance, upkeep or repair of same.
- 5) The Permittee acknowledges that a 10” water main is installed on the edge of the Excel Street right of way and is likely under a portion of the fill that extends from the Permittee’s yard. Upon the need to replace or repair this water main, the Permittee, or a future owner of this property, shall remove, at its own expense, any improvements constructed by authority of this

Permit, as deemed necessary by the Borough, or the improvements will be destroyed. The Borough shall not be responsible for replacing any private and encroaching improvements within the right of way.

- 6) The Permittee shall not hold exclusive rights to use all or any portion of the Excel Street right of way, and the Excel Street right of way shall remain open to public access regardless of improvements made by the Permittee.
- 7) If the Permittee keeps, observes, and performs all of the terms and conditions of this Permit, the Permittee and the Permittee's successors in title may peaceably and quietly hold and enjoy the premises for an indefinite term, provided however, that the Borough reserves the right to terminate this Permit, upon one (1) year written notice of intent to terminate. Upon termination of this Permit, the Permittee shall return the premises to the Borough in its original condition or as otherwise may be agreed.
- 8) The Permittee acknowledges that violation of any condition of this permit shall result in the revocation of the permit, and further use of the property shall constitute a violation of the municipal code and shall be punishable accordingly.
- 9) The Permittee acknowledges that this permit shall expire unless the privileges granted are utilized within one year after the granting of the special use permit. Any permittee holding an un-expired permit may apply for an extension of the time within which the Permittee may commence work under that permit when the permittee is unable to commence work within the time required by the municipal code. The Borough Assembly may extend the time for action by the Permittee for a period not exceeding one year upon written request by the Permittee showing that circumstances beyond the control of the Permittee have prevented action from being taken. No permit shall be extended more than two times without an additional public hearing and written recommendation from the Planning Commission.
- 10) The Permittee acknowledges that the Borough Assembly may, in writing, suspend or revoke a permit issued under the provisions of the municipal code whenever a permit is issued in error or on the basis of incorrect information supplied, or in violation of any ordinance or regulation or any provisions of the municipal code.

SIGNATURES TO FOLLOW

DATED THE ____ day of _____, 2021, at Petersburg, Alaska.

PERMITTEE

PERMITTEE

Jason Anderson

Julie Anderson

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2021, before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Jason and Julie Anderson, to me known to be the person or persons described in and who executed the above and foregoing instrument, and acknowledged to me that he, she or they signed the same freely and voluntarily for the uses and purposes therein mentioned.

Notary Public in and for the State of Alaska residing at Petersburg, Alaska.

My commission expires _____.

PETERSBURG BOROUGH, ALASKA:
BOROUGH MANAGER

Stephen Giesbrecht

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

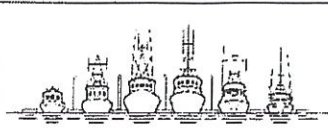
THIS IS TO CERTIFY that on this _____ day of _____, 2021, before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Stephen Giesbrecht, to me known to be the Borough Manager of the Petersburg Borough, and acknowledged to me that he has the authority to execute this instrument on behalf of the Petersburg Borough for the uses and purposes therein mentioned..

Notary Public in and for the State of Alaska residing at
Petersburg, Alaska.

My commission expires _____.

Return to:

Borough Clerk
Petersburg Borough
PO Box 329
Petersburg, Alaska 99833



PETERSBURG BOROUGH
SPECIAL USE PERMIT
APPLICATION

CODE TO:	110.000.404110
BASE FEE:	\$50.00
PUBLIC NOTICE FEE:	\$70.00
TOTAL:	\$120.00

DATE RECEIVED: _____ RECEIVED BY: _____ CHECK NO. or CC: # 5254

APPLICANT/AGENT		LEGAL OWNER (IF DIFFERENT THAN APPLICANT/AGENT)	
NAME	JASON C. ANDERSON	NAME	
MAILING ADDRESS	PO Box 1841	MAILING ADDRESS	
CITY/STATE/ZIP	Petersburg AK 99833	CITY/STATE/ZIP	
PHONE	907.650.7403	PHONE	
EMAIL	jandjulie@gmail.com	EMAIL	

PROPERTY INFORMATION

PHYSICAL ADDRESS or LEGAL DESCRIPTION:
208 N. 4th Corner of Excel + N. 4th

PARCEL ID: _____ ZONE: _____ OVERLAY: _____

CURRENT USE OF PROPERTY: Residence LOT SIZE: 50 x 100

PROPOSED USE OF PROPERTY (IF DIFFERENT):

SEPTIC SYSTEM: Is there a septic system on the property? YES NO
 What is current or planned system? Municipal DEC-approved on-site system

WATER SOURCE: Municipal Cistern/Roof Collection Well

LEGAL ACCESS TO LOT(S) (Street Name): Excel St.

TYPE OF APPLICATION

Use of Borough Right-of-Way. Please submit site plan showing area you will be developing/using.
 Other:

SUBMITTALS:

Please submit additional information as required for specific permit. See specific application for more information.

SIGNATURE(S):

I hereby affirm all of the information submitted with this application is true and correct to the best of my knowledge. I also affirm that I am the true and legal property owner or authorized agent thereof for the property subject herein.

Applicant(s): _____ Date: _____
 Owner(s): Jason C. Anderson Date: 3/31/21

19.76 SPECIAL USE APPLICATION

(SUBMIT WITH SITE PLAN)

Applicant(s): Jason + Julie Andersen

Address or PID: 208 N. 4th

Project Summary: Install greenhouse, fence + planter boxes on or partially on Borough property adjacent to yard/lot.

Conditions of approval as required in Petersburg Municipal Code 19.76.020:

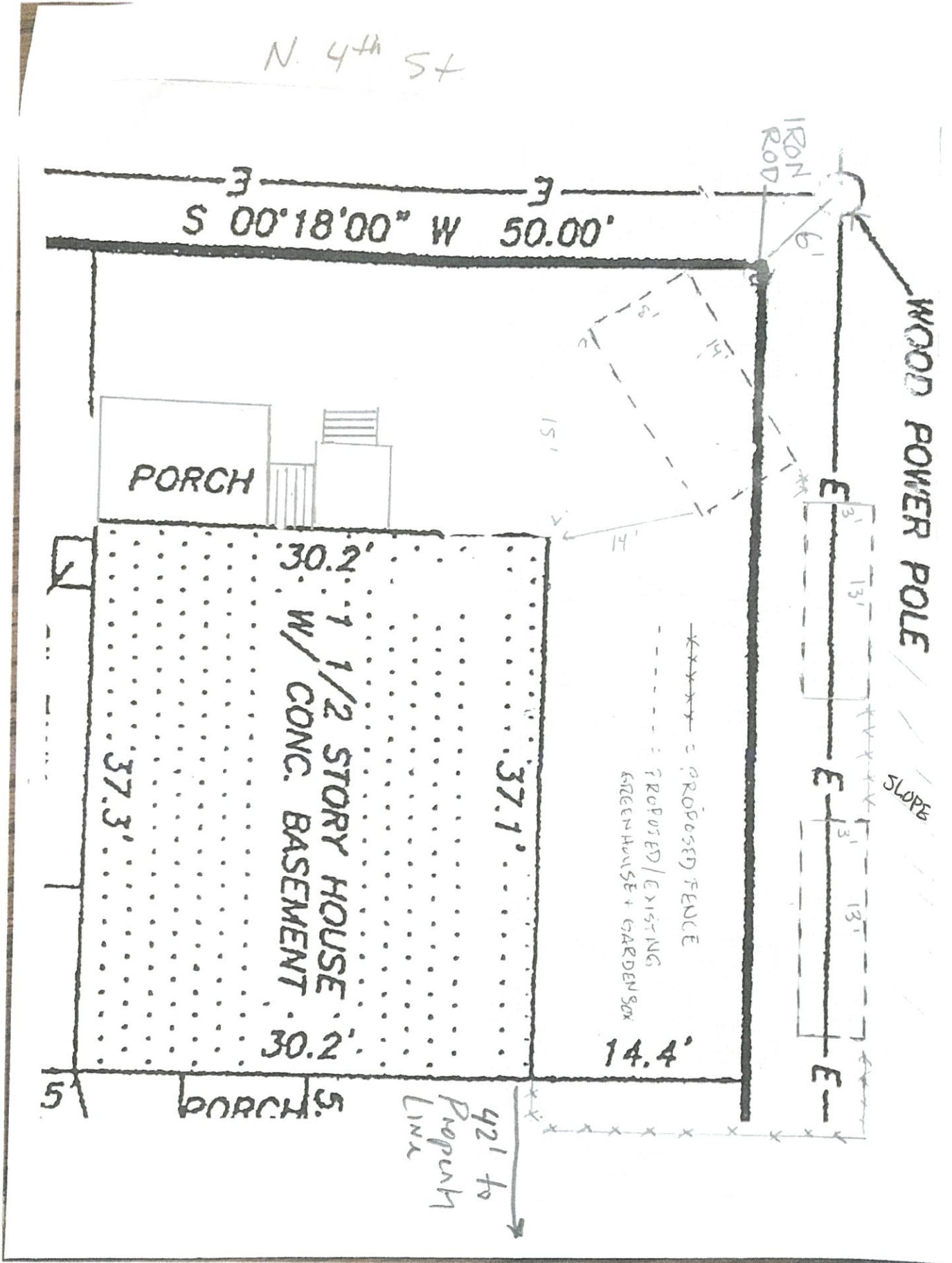
(Note that all regulations and requirements of Title 19 must be satisfied in order to qualify for a conditional use permit.)

1. The Borough Assembly may issue the permit if the request, as approved by the Planning Commission, is found to be of beneficial nature to the community and that adjacent and surrounding property will not be adversely impacted.

There are instances when the private sector needs to use borough property for uses other than what the property was initially intended for. An example would be to use a platted, but undeveloped, right-of-way for private access to private property.

Explain how your application meets these conditions:

Lot was filled by previous owners creating useable, contiguous yard space. Planting flowers + vegetables in this space allows for use of remaining yard for pets, kids + winter boat storage. No install activities will affect current borough or neighboring uses. ~~that~~



2021.11.17



From: Karl Hagerman <khagerman@petersburgak.gov>
Sent: Thursday, April 29, 2021 5:00 PM
To: Liz Cabrera <lcabrera@petersburgak.gov>
Subject: Anderson's landscaping and SUP

After a review of the Anderson's request and a site visit, it appears that the improvements are already constructed and in-place, with the exception of the proposed fence. The fill and improvements belonging to the Anderson's does encroach on the Excel Street right of way, but it is plain that they do not impede vehicular or pedestrian traffic on the street. The utility maps do show that a 10" water main is installed on that edge of the right of way and is likely under a portion of the fill that extends from the Anderson's yard. If there is ever a need to replace or repair this water main, the Anderson's, or a future owner of this property, should be responsible for moving the improvements prior to the work or they will be obliterated. The Borough should not be responsible for replacing any private and encroaching improvements within the right of way, even if allowed by a Special Use Permit. That being said, other than a potential conflict with a water main repair in the future, I see little issue with allowing the continuation of the use of the right of way by the property owner. As long as the Anderson's acknowledge the water main and understand that their property will need to be removed from the right of way if utility maintenance is needed, I support their request from a utility perspective.

Thanks,

Karl Hagerman
Utility Director
Petersburg Borough
PO Box 329
Petersburg, Alaska 99833
Phone 907-772-4203
Direct Line 907-772-5421
Fax 907-772-9287

From: Ryan Welde <rwelde@petersburgak.gov>
Sent: Thursday, April 22, 2021 11:51 AM
To: Liz Cabrera <lcabrera@petersburgak.gov>
Subject: RE: Special Use Permit

IFC 507.5.5 Clear space around hydrants.
A 3-foot clear space shall be maintained around the circumference of fire hydrants.

Of course we want more than 3-feet Infront of the hydrant which is facing the road, so I am ok with it.

Ryan

Debra Thompson

From: Liz Cabrera
Sent: Tuesday, June 8, 2021 9:54 AM
To: Debra Thompson
Subject: Anderson SUP
Attachments: AndersonSUP.pdf

Debbie,

Attached is an application for a special use permit from Jay and Julie Anderson. The Planning Commission recommends approval of the SUP with the caveats expressed in the Utility Director's email, namely the borough is not responsible for their property if it is damaged or destroyed during utility repair work.

The Commission also approved a variance request from the Anderson's so they could construct a small greenhouse within their setback.

Thanks,
Liz

Liz Cabrera
Community Development
Petersburg Borough
PO Box 329
Petersburg AK 99833
(907) 518-0242

Petersburg Business Climate and COVID-19 Impacts Survey 2021



A Publication of

May 2021



**SOUTHEAST
CONFERENCE**



By Rain Coast
Data

Table of Contents

Introduction **Page 1**

Business Climate Survey Results **Page 2**

Economic Outlook **Page 5**

Jobs Outlook **Page 8**

Businesses COVID-19 Impacts **Page 10**

- Estimate the percent revenue decline to your business due to COVID-19 **Page 11**
- Is your business at risk of closing permanently because of impacts caused by COVID-19? **Page 12**
- What was the impact of relief funding to your organization? **Page 13**
- What does your business need funding for most moving forward? **Page 15**

Open Ended Responses **Page 16**

Please elaborate on how COVID-19 has impacted your organization. Looking forward what are your hopes or concerns? Are you refocusing on online services or remote employment? Are you changing the products you create to try to capture new markets?

Survey created in partnership with



Spruce Root
COMMUNITY DEVELOPMENT

Petersburg Alaska **Business Survey** Results **2021**

Each year Southeast Conference conducts a regional business climate and investment survey in order to track Southeast Alaska business confidence on an annual basis. The results are analyzed by community and economic sector, allowing the data to be used to form projections regarding the economic direction of Southeast Alaska.

A breakout report for Petersburg was developed in partnership with the Petersburg Borough. Rain Coast Data designed the survey instrument on behalf of this partnership.

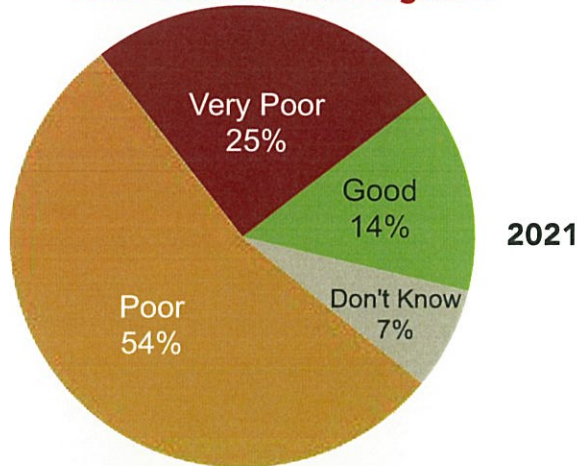
The survey invited Southeast Alaska business owners and top managers to respond to 19 questions. The web-based survey was administered electronically from April 9th through April 23rd. A total of 32 Petersburg business leaders participated. The results include the following key findings:

- **Revenue Decline:** On average, reporting businesses in the region lost 42% of their revenue due to COVID-19, while Petersburg businesses were down 48% overall.
- **Risk of Closure:** Nearly a quarter of regional businesses are at risk of closing permanently or have already closed. In Petersburg, eleven percent of responding businesses say they are at risk of closing.
- **Impact of Relief Funding:** Petersburg businesses were asked about the impact of the COVID-19 aid they received. Half of respondents said that the funding allowed their business to retain staff. Nearly a third of businesses used relief funding to pivot their operation model to attract new customers, move online, or move into new markets.
- **State of the Economy, and Outlook:** Confidence in the Petersburg business climate continues to be poor in the wake of COVID-19. Most (79%) respondents are concerned about the state of the economy, calling the business climate poor or very poor. A fifth of survey respondents expect their prospects to get worse over the next year, while 29% expect the outlook for their business to improve in the coming year.
- **Job Projections:** More than half of Petersburg business leaders expect to maintain job levels in the coming year, 17% expect to add employees, while 13% expect to reduce staffing levels.

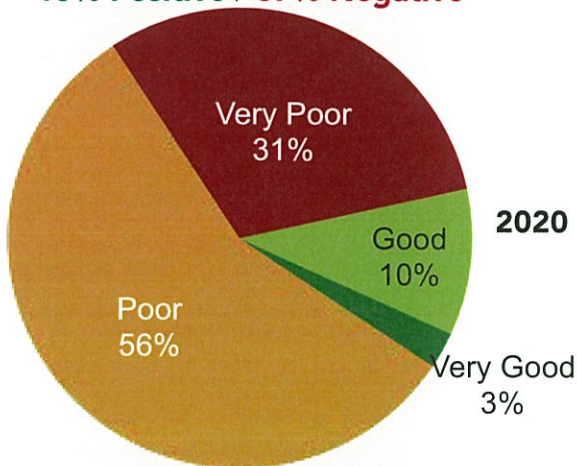
Petersburg Business Climate Survey Results 2021

April **2021** Petersburg Alaska: **How do you view the overall business climate right now?**

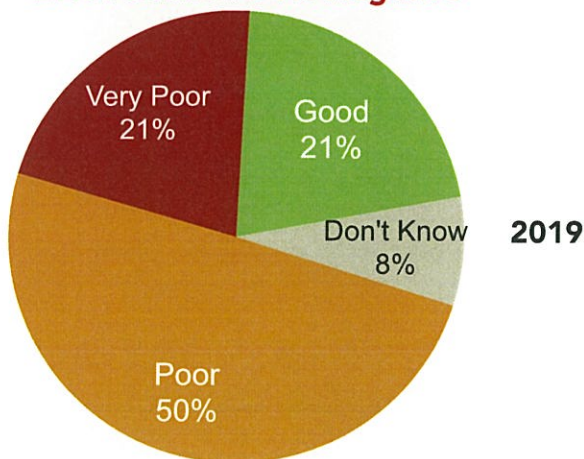
14% Positive / 79% Negative



13% Positive / 87% Negative



21% Positive / 71% Negative



Southeast Alaska Annual Business Climate Survey

In April of 2021, 32 Petersburg business owners and managers responded to Southeast Conference's Business Climate and Private Investment Survey.

How do you view the overall business climate right now: Petersburg

Confidence in the Petersburg business climate continues to be poor in the wake of COVID-19.

Most (79%) respondents are concerned about the state of the economy, calling the business climate "poor" (54%) or "very poor" (25%). This has improved since last year when the poor/very poor ratings in Petersburg were 8 percent higher. Just 14 percent of business leaders called the Petersburg business climate "good" in 2021 — about the same as in 2020. No business leader called the overall business climate "very good."

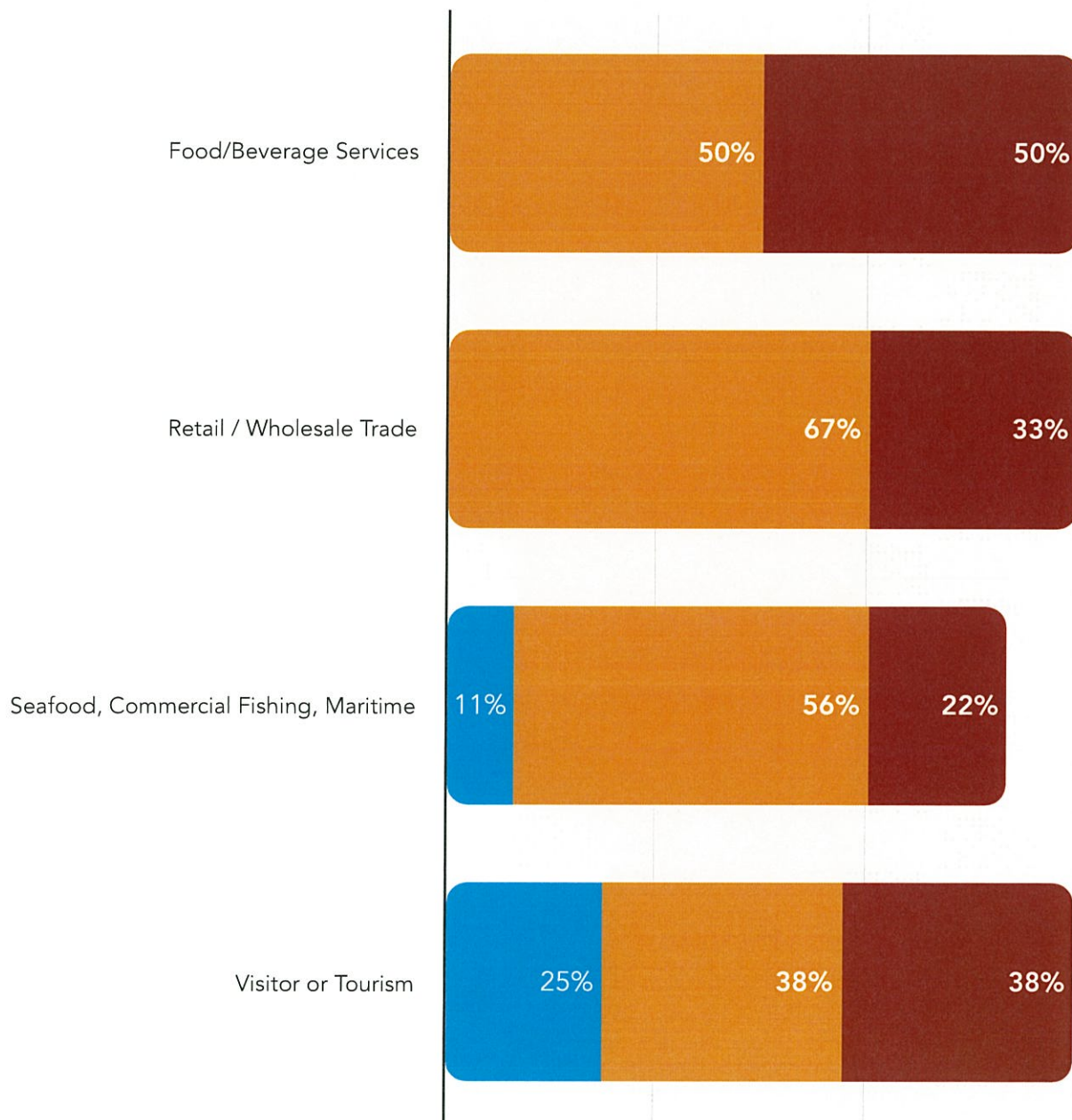
While all sectors have a negative perspective on the current economy, those in the Petersburg food and beverage sector are most likely to say that the economy is **very poor**.

Petersburg Business Climate Survey Results 2021: by Industry

The following graphic breaks out how the current Petersburg business climate is viewed by each various sector. Usually such a breakout reveals significant differences between sectors. However, the 2021 breakout shows that no industry has escaped a significant negative impact due to COVID-19. Not all industries are shown, due to small sample sizes.

April **2021** Petersburg Alaska: **How do you view the overall business climate right now?**

■ Good/Very Good
 ■ Poor
 ■ Very Poor

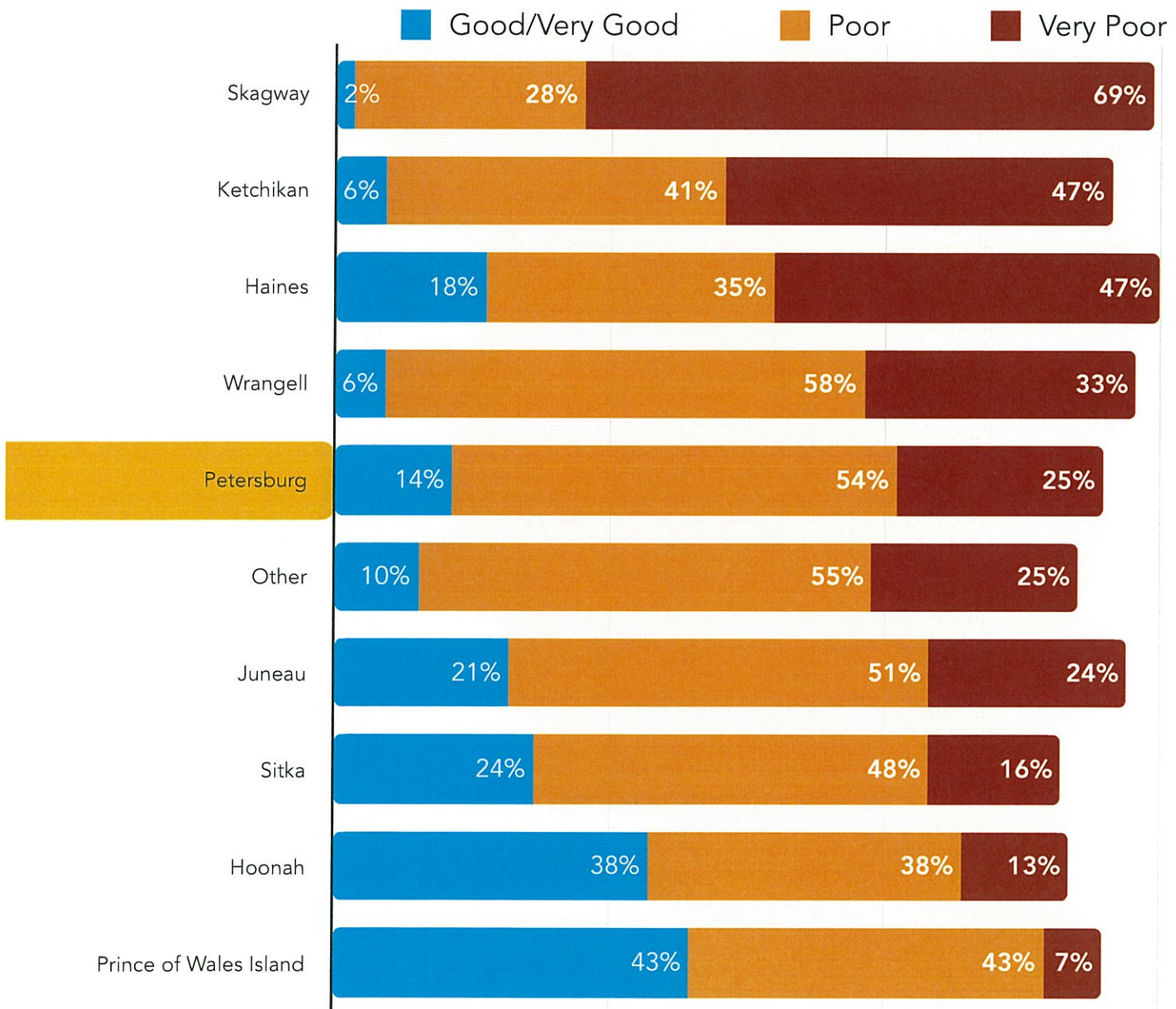


The "don't know" category has been excluded from this chart.

Southeast Business Climate Survey Results 2021: by Community

The graphic below shows how the current regional business climate is being experienced by business leaders in each community. The experience of Petersburg businesses is nearly identical to the overall regional average.

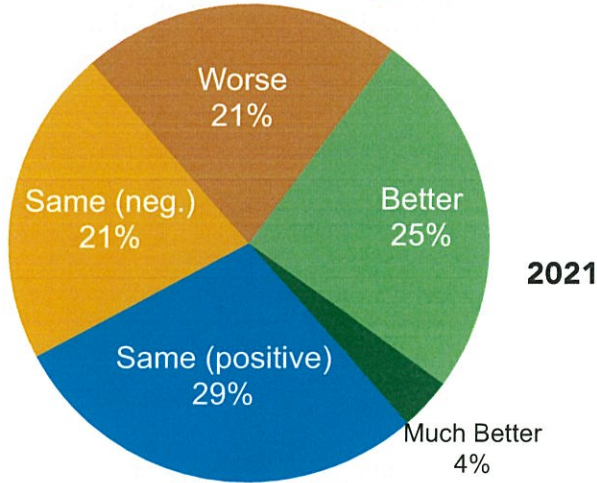
April **2021** Southeast Alaska: **How do you view the overall business climate right now?**



The "don't know" category has been excluded from this chart.

Petersburg Economic Outlook

58% Positive / 42% Negative



What is the economic outlook for your business/industry over the next year (compared to the previous year)?

Petersburg Economic Outlook

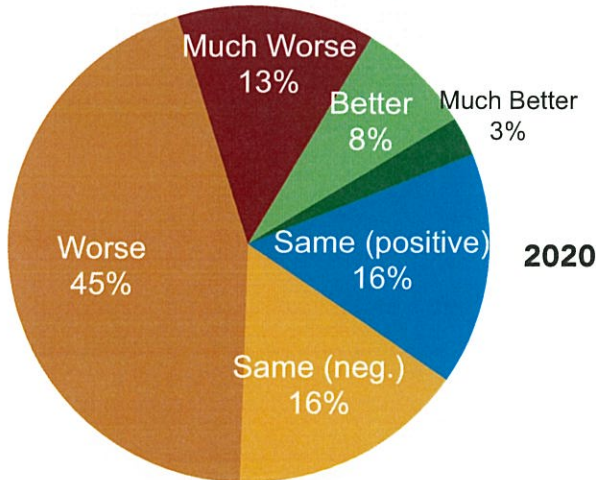
Despite general agreement that the current economy is poor or very poor, the outlook on the economic future of the community has grown more positive over the past year. In April of 2020, 74% of Petersburg business leaders had a negative outlook for the next 12 months. By April 2021, less than half (42%) of Petersburg business leaders expected the economy to worsen or continue to remain as poor.

A fifth of survey respondents expect their prospects to be worse (21%) over the next year, while 29% expect the outlook for their businesses to improve in the coming year.

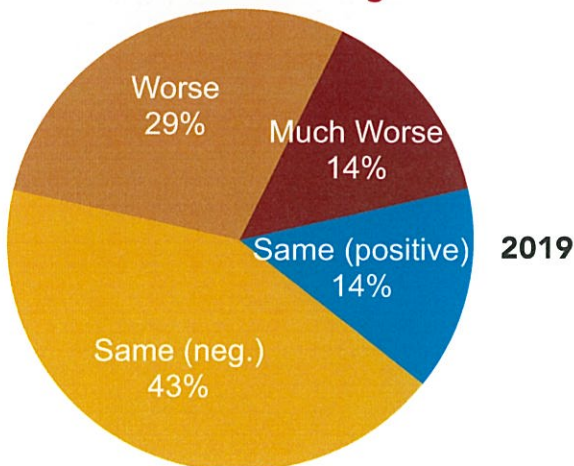
Compared to all other communities in Southeast Alaska, Petersburg has the 3rd most positive outlook, preceded by Prince of Wales and Sitka. Communities most dependent on cruise ships, Skagway, Haines, Hoonah, and Ketchikan, have the most negative outlooks.

Regionally, the mining sector's economic outlook is most positive moving into 2022, followed by the nonprofit and healthcare sectors. The real estate, food/beverage, and tourism sectors have the most negative outlooks.

26% Positive / 74% Negative



14% Positive / 86% Negative



Southeast Economic Outlook: by Community and Industry

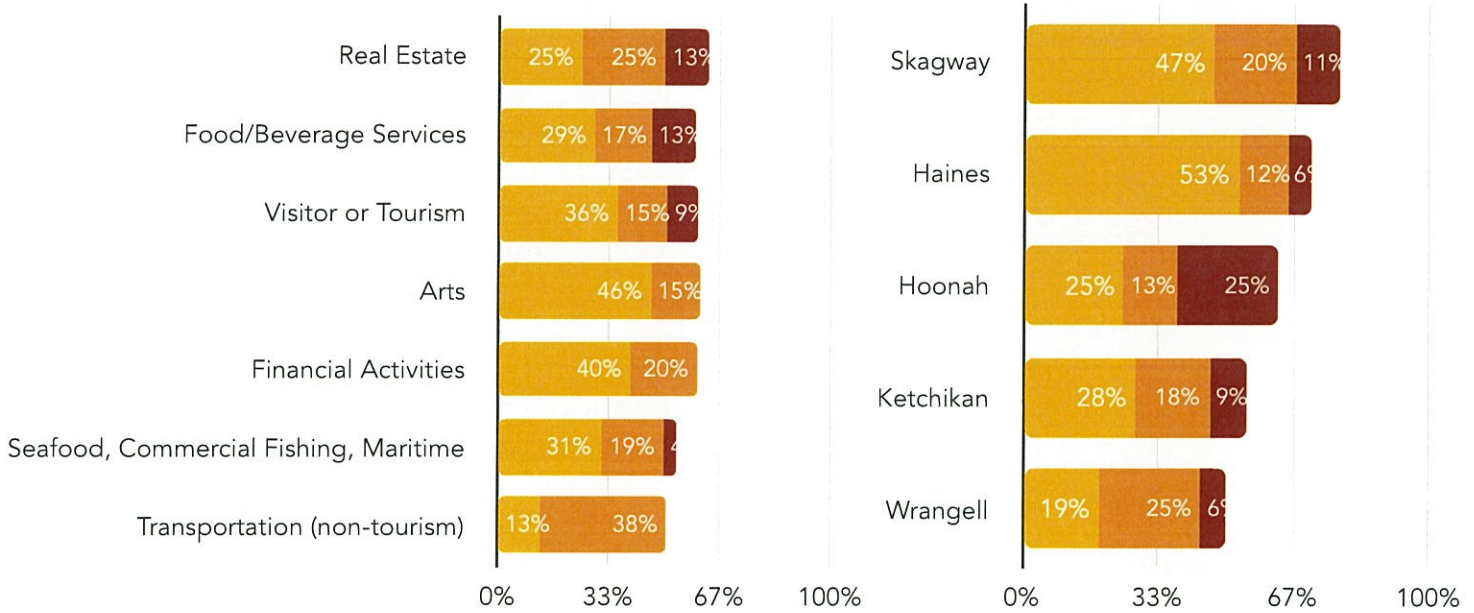
The below graphics show economic outlook breakdowns for the next year by industry as well as by community.

2021: What is the economic outlook for your business or industry?

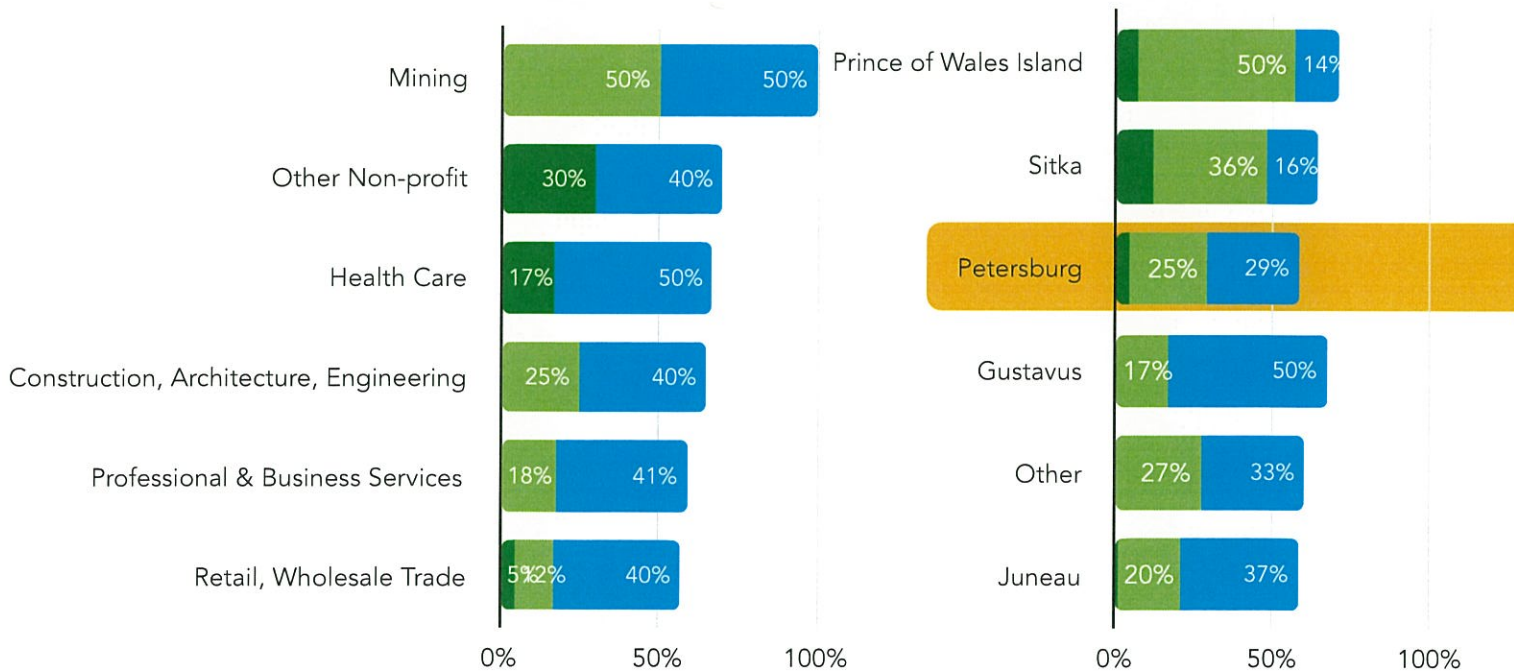
By Industry

By Community

■ Same (generally negative) ■ Worse ■ Much Worse



■ Much Better ■ Better ■ Same (generally positive)



Petersburg Economic Outlook: by Community

The following table shows a detailed economic outlook by industry for Petersburg. Petersburg business leaders generally tracked along with regional averages.

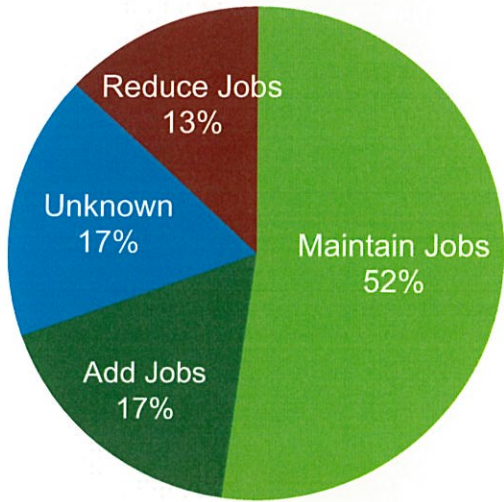
In Petersburg, those in the seafood sector were the most likely to project a negative outlook for their industry over the coming year. Conversely, nearly a quarter of those in the seafood sector expect the seafood sector to improve. Those in retail were most likely to forecast a better outlook over the next year.

Not all industries are shown, due to small sample sizes.

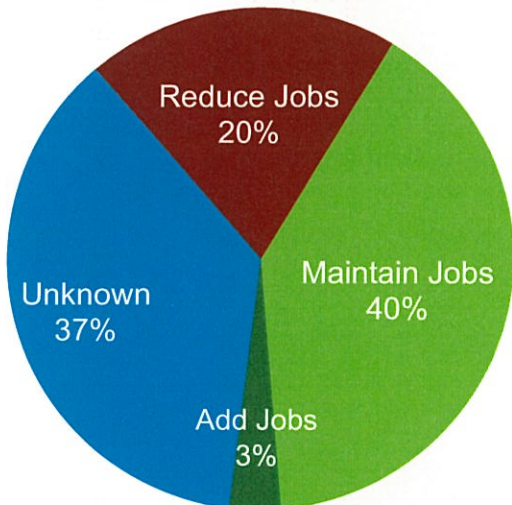
What is the economic outlook for your business or industry? Regional Response Summary						
Sector	Much Better	Better	Same (generally a positive statement)	Same (generally a negative statement)	Worse	Much Worse
Seafood, Commercial Fishing, Maritime	0%	22%	11%	33%	33%	0%
Retail / Wholesale Trade	33%	33%	33%	0%	0%	0%
Food/Beverage Services	0%	50%	50%	0%	0%	0%
Visitor or Tourism	0%	25%	38%	13%	25%	0%

Petersburg Jobs Projections in 2021 & 2022

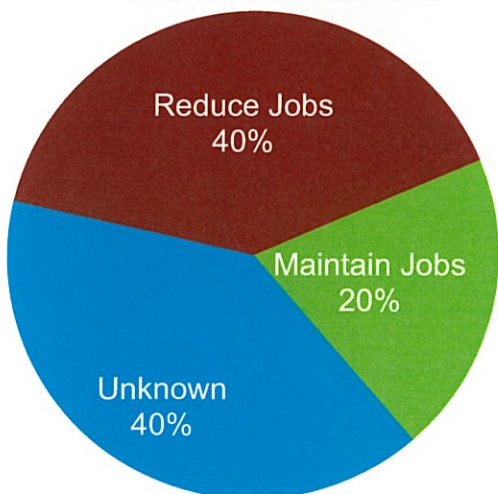
2021: Jobs Outlook



2020: Jobs Outlook



2019: Jobs Outlook



Over the next 12 months, do you expect your organization to add jobs, maintain jobs, reduce jobs, or are you unsure (For those business with staff)

Petersburg employment changes in the next year

When asked about staffing expectations, more than half of Petersburg business leaders (52%) expect to maintain job levels in the coming year, and 17% expect to add employees (or add employees back after the declines of 2020).

Thirteen percent of business leaders in Petersburg expect to reduce staffing levels over the next year. After the economic shocks of 2020, this jobs forecast shows some stability returning to the Petersburg economy. Hiring uncertainty, prevalent in the 2020 survey results, the last time this question was asked, appears to have transitioned into “maintain jobs” by April of 2021.

In the region, expected job gains will be most significant in the communication/IT and construction sectors.

Business leaders in Skagway, Haines and rural “other” communities expect the most significant job reductions for their businesses moving forward. Sitka has the most positive jobs outlook with a third of employers saying they expect to add jobs in the coming year. Juneau is the second most likely community in the region to add jobs in 2021.

Petersburg ranks 5th for having the most businesses say that they expect to cut jobs next year, and 3rd for having the most business leaders saying they expect to add jobs in the next year.

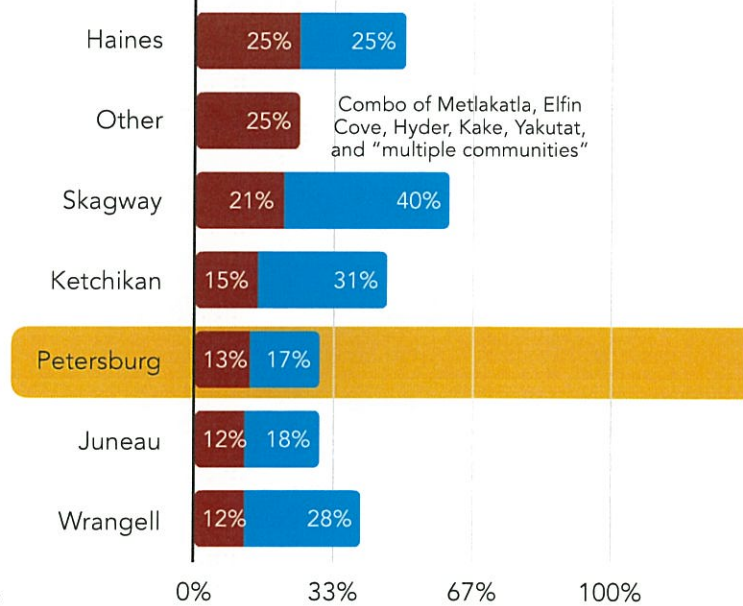
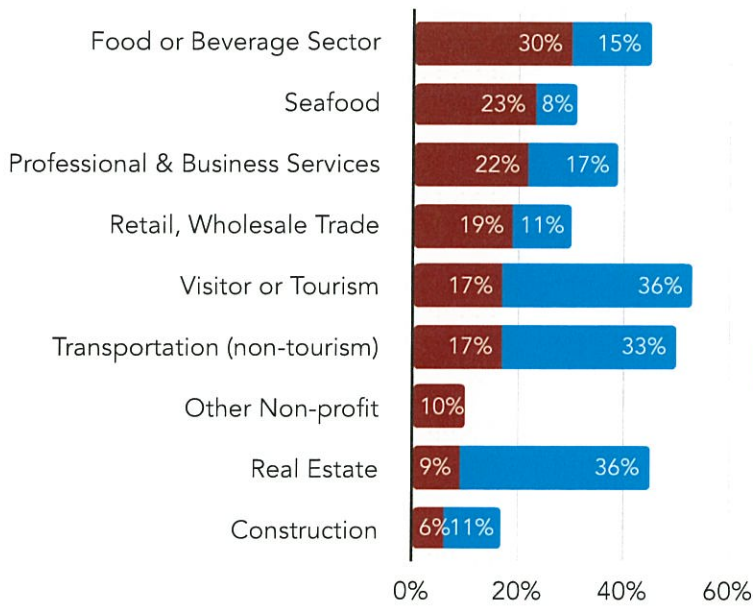
By Community: Jobs in Next 12 Months

Over the next year, do you expect your organization to add jobs, maintain jobs, reduce jobs, or are you unsure?

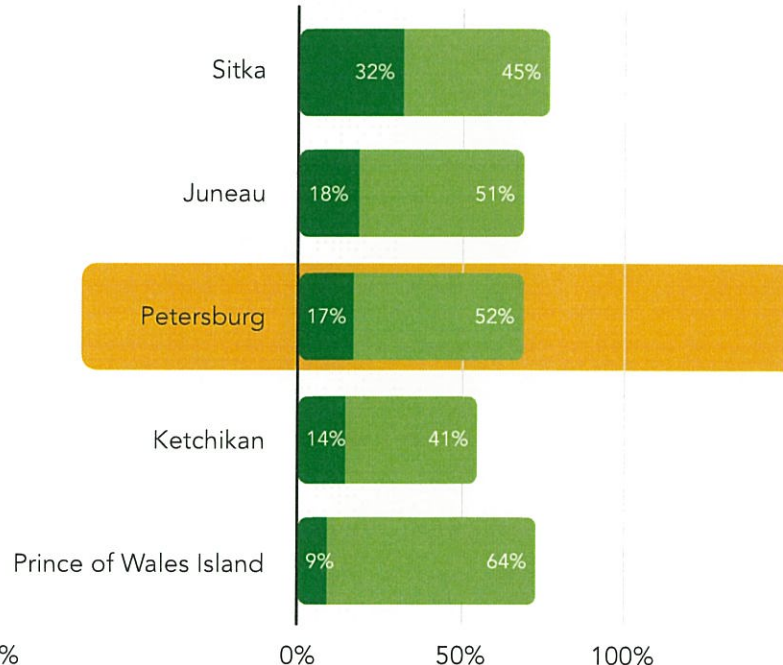
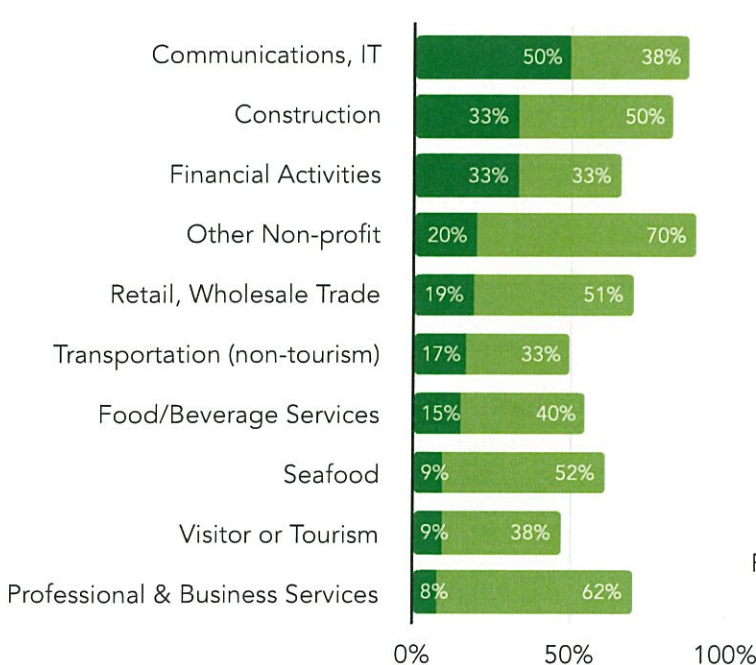
By Regional Industry

By Community

■ Reduce total jobs ■ Unknown at this time



■ Add jobs ■ Maintain the same amount of jobs



Petersburg Businesses COVID-19 Impacts

Petersburg business leaders were asked how COVID-19 is impacting their businesses. Responding employers have already laid off 9% of their total workforce due to the COVID-19 virus. Petersburg business revenue was down 48% so far due to the pandemic. Eleven percent of respondents say that they are at risk of closing permanently, while 42% say that they are not at risk.

Total Businesses Responding = 32

Please estimate the percent revenue decline to your business due to COVID-19 so far.

= -48% overall

79% of responding businesses received COVID relief funding

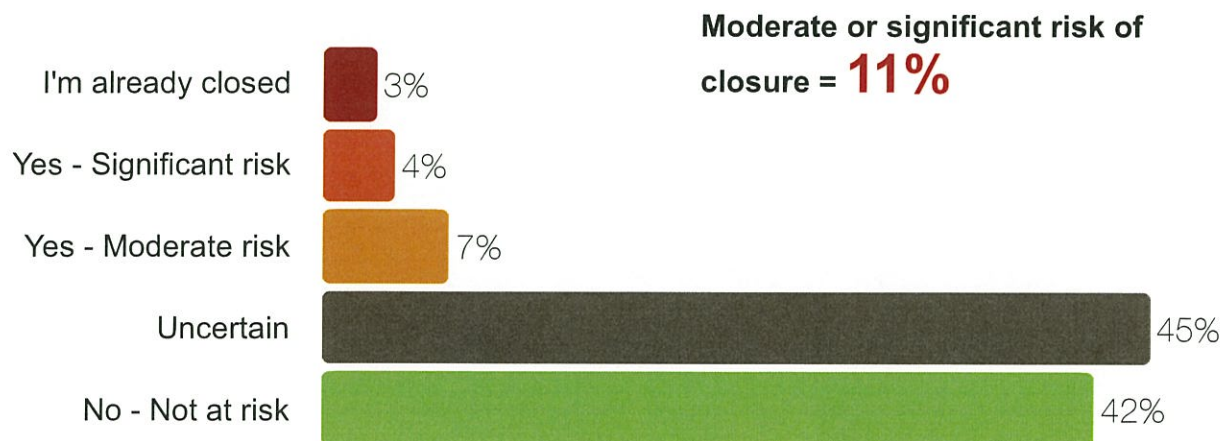
Respondents have laid off **9%** of existing staff so far due to COVID-19

13% expect to make more employment cuts in the future due to COVID-19

Average current workers per organization = **21**

Average workers laid off so far per business = **-2**

Is your business at risk of closing permanently because of impact caused by COVID-19?



If you answered "yes" above, how many weeks of the current situation do you think you will be able to survive?

Average = 31

Please estimate the percent revenue decline to your business due to COVID-19: By Industry and Community

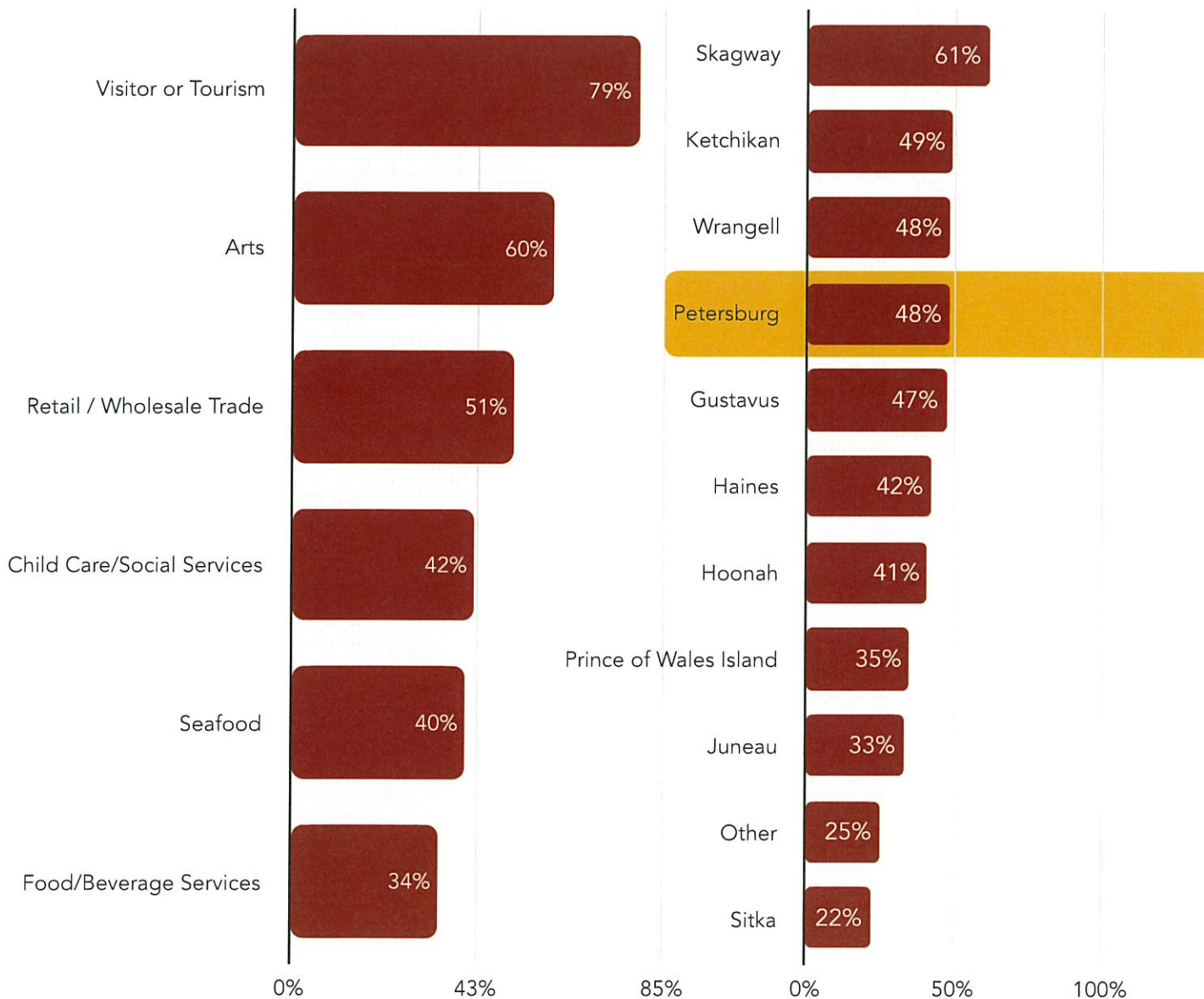
On average, reporting businesses have lost **48%** of their revenue due to COVID-19. By community, Skagway businesses have lost the most, with reported average revenue loss of 61%. Sitka businesses report the smallest average revenue decline of "only" 22%.

The sector in Petersburg businesses impacted the most was the visitor sector, which was down by 79% of its normal revenue.

By Industry in Petersburg

By Regional Community

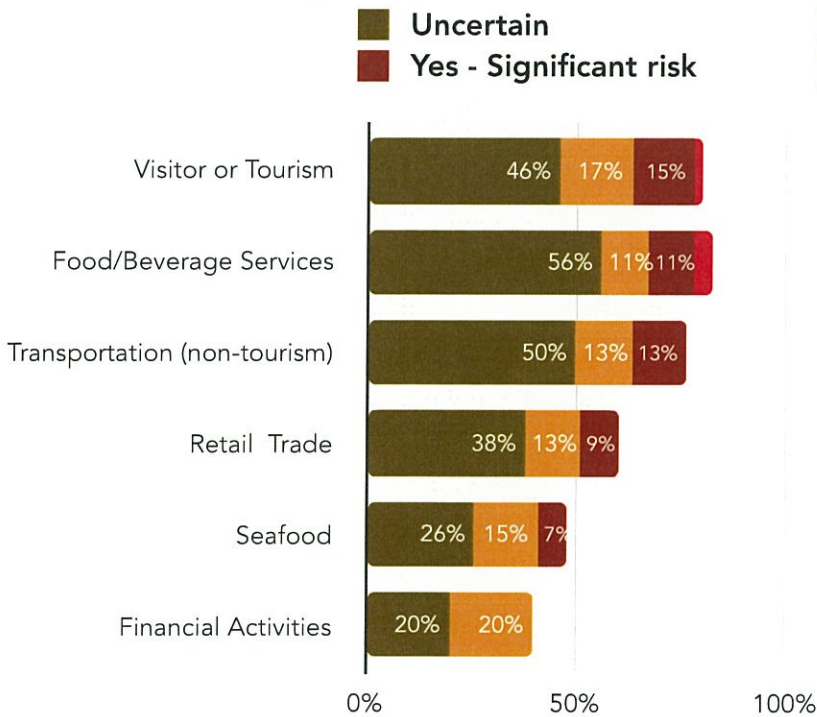
■ Average percent revenue decline to your business due to COVID-19



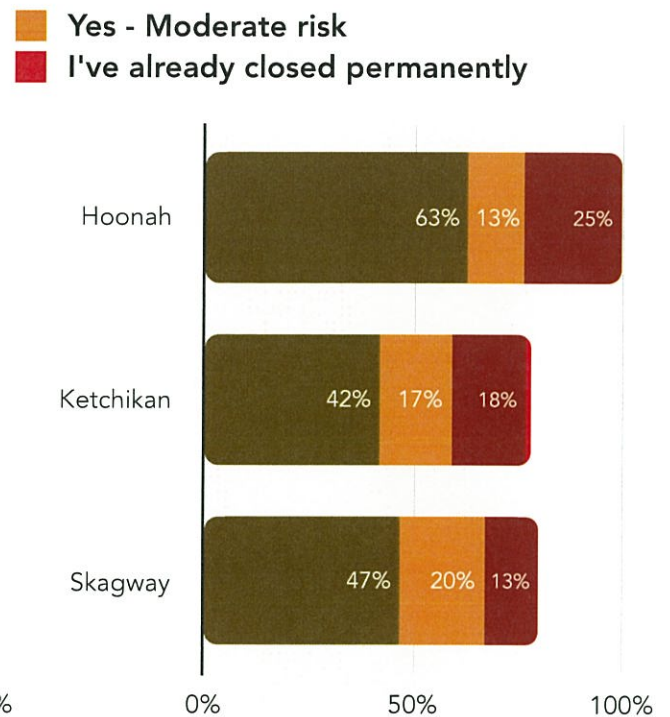
Is your business at risk of closing permanently because of impacts caused by COVID-19? By Industry and Community

Regionally, nearly a quarter of respondents (22%) are at risk of closing permanently or have already closed. The following charts analyze which sectors and communities are at the greatest risk of being unviable due to the COVID economy. Petersburg is neither on the top or the bottom of this list. Businesses in Hoonah, Ketchikan, and Skagway face the highest risks of closure, while Sitka businesses appear to be the most resilient at the moment. Tourism, the food and drink sector, and transportation have the greatest risk of closing due to the pandemic, while the mining and Alaska Native entities have the lowest risk.

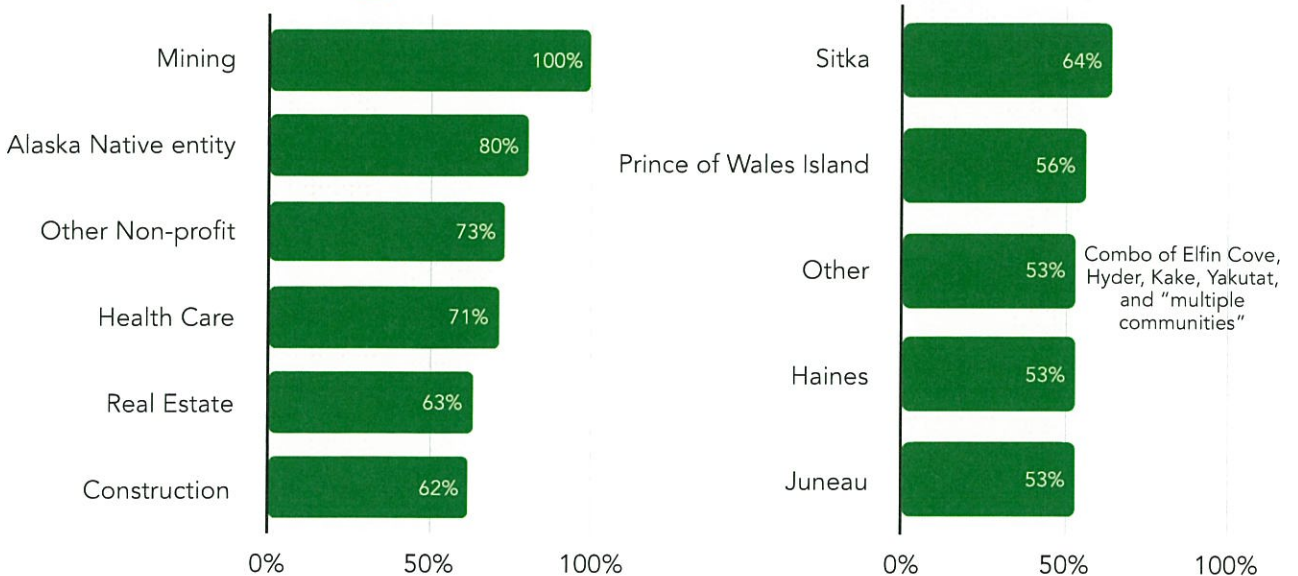
By Southeast Industry



By Community

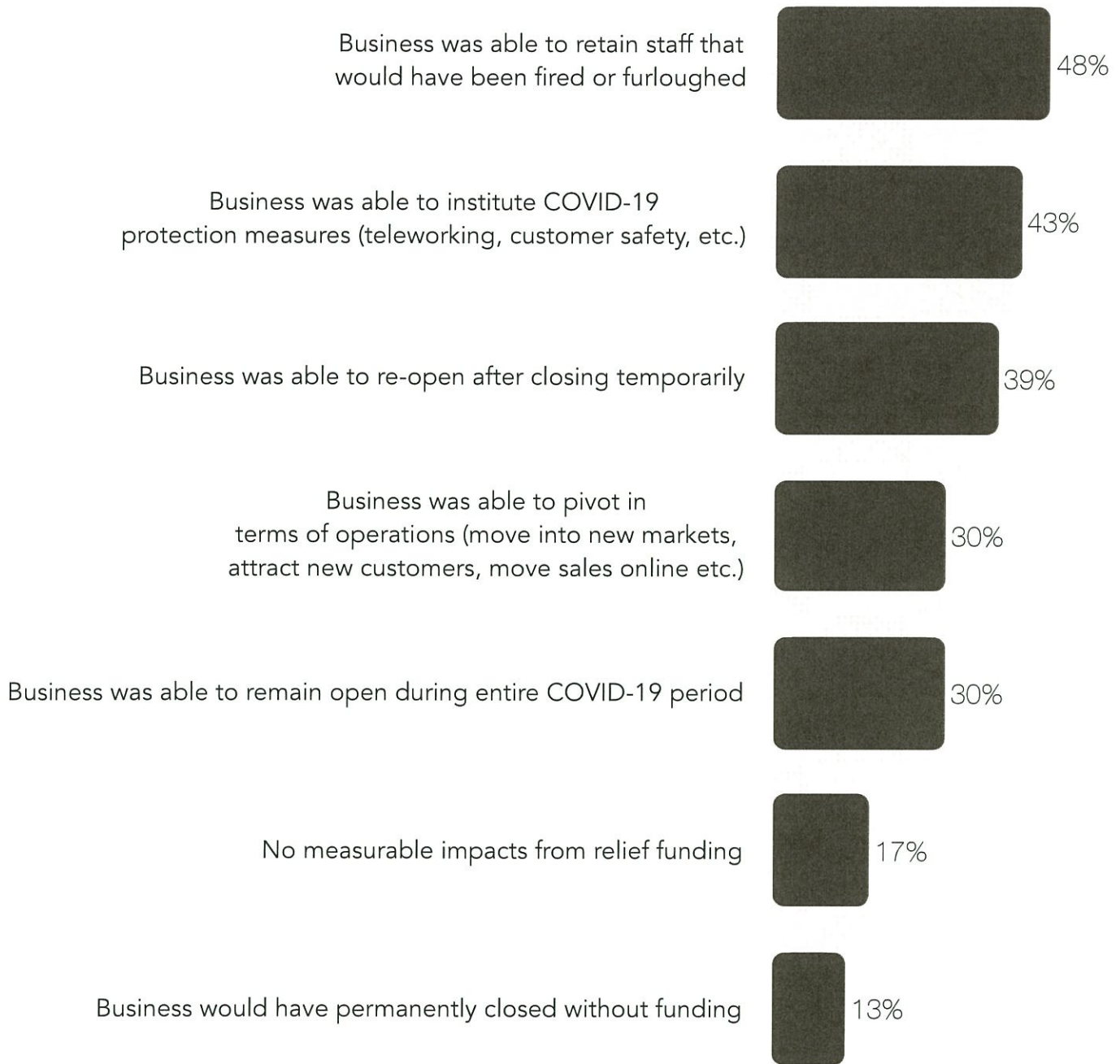


No - Not at risk of closing permanently



What was the impact of relief funding to your Petersburg organization? (check all that apply)

Businesses that received funding were asked about the impact of the COVID-19 aid they received. Nearly half (48%) of Petersburg respondents said that the funding allowed their businesses to retain staff. Thirty percent of businesses used their relief funding to pivot their operation model to attract new customers, move online, or move into new markets.



Petersburg businesses receiving grants or loans = 79%

COVID-19 Funding Distributions in Petersburg

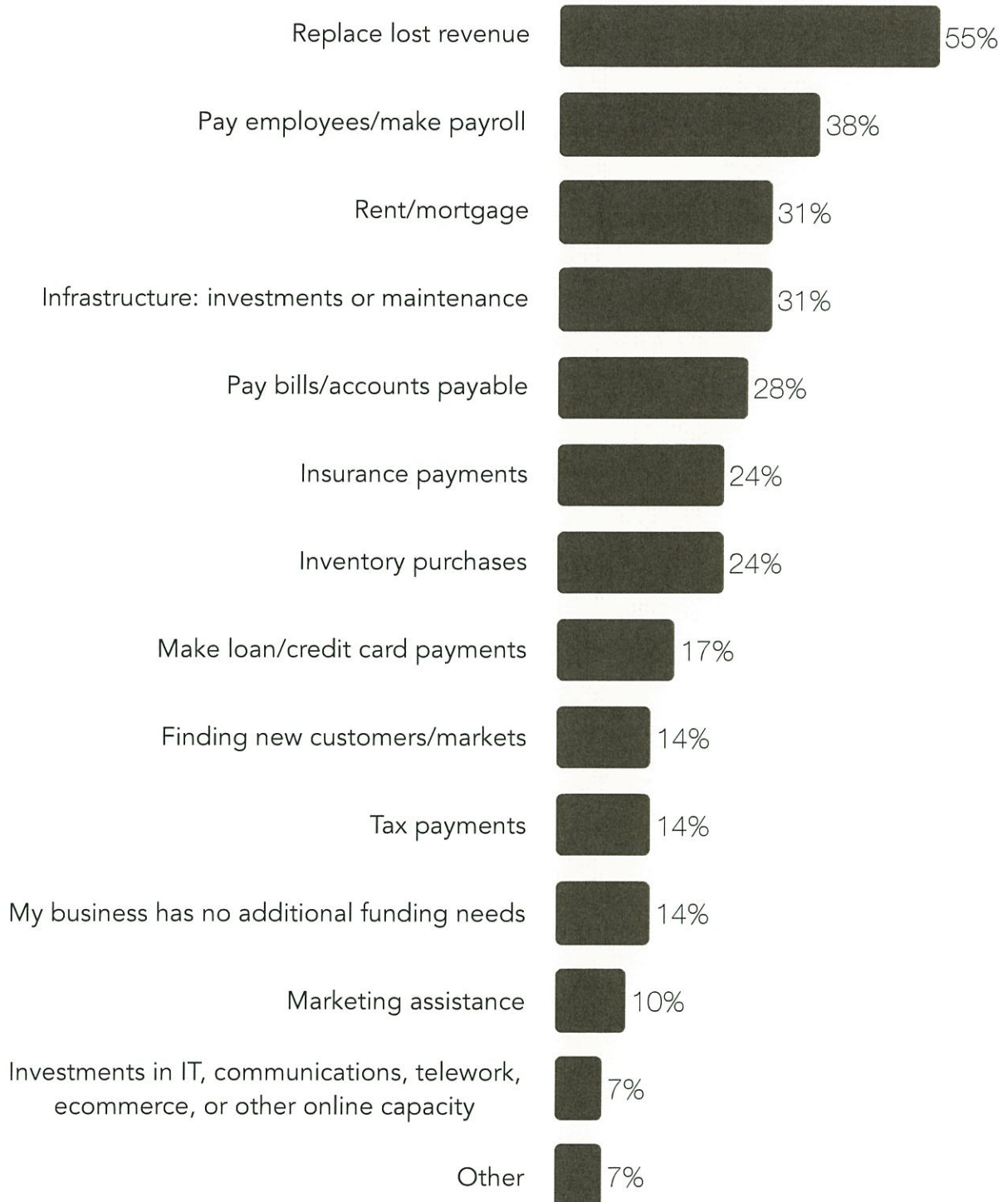
According to the Alaska Small Business Development Center (SBDC), which tracks four stimulus programs: PPP, EIDL, Alaska's State CARES program, and local municipal grants, Petersburg's businesses and organizations received \$35 million in COVID-19 funding including loans and grants.

In addition to the list below, the Petersburg Indian Association was allocated \$1.17 million.

Borough Name	Updated PPP	EIDL	AK CARES	EIDL Advance	Local Grants	Total
Juneau	\$86,664,259	\$30,570,500	\$16,837,011	\$1,921,000	\$53,288,390	\$189,281,160
Ketchikan Gateway	\$55,171,734	\$19,400,900	\$12,101,232	\$860,000	\$24,296,962	\$111,830,828
Sitka	\$31,538,964	\$13,444,700	\$10,328,797	\$883,000	\$13,872,489	\$70,067,950
Petersburg	\$14,550,154	\$6,535,900	\$8,883,111	\$394,000	\$4,669,365	\$35,032,530
Skagway	\$8,564,780	\$7,301,400	\$3,991,615	\$274,000	\$7,301,019	\$27,432,814
Haines	\$5,734,361	\$4,786,000	\$5,189,718	\$300,000	\$3,497,809	\$19,507,888
Prince of Wales-Hyder	\$5,685,488	\$2,916,200	\$3,541,603	\$145,000	\$4,017,498	\$16,305,789
Wrangell	\$4,214,089	\$2,222,200	\$3,766,325	\$97,000	\$3,365,535	\$13,665,149
Hoonah-Angoon	\$3,178,375	\$2,693,200	\$1,948,335	\$196,000	\$3,526,453	\$11,542,363
Yakutat	\$1,753,865	\$729,300	\$935,661	\$24,000	\$1,566,335	\$5,009,161
#N/A	\$0	\$0	\$182,693	\$0	\$149,389	\$332,082
	\$217,056,071	\$90,600,300	\$67,706,101	\$5,094,000	\$119,551,244	\$500,007,714

What does your business need funding for most moving forward? Petersburg only (check all that apply)

Petersburg business leaders were asked what help they most want and need moving forward. Top answers include replacement of lost revenue, help making payroll, paying rent, and infrastructure investments.



Open Ended Responses

Please elaborate on how COVID-19 has impacted your organization. Looking forward what are your hopes or concerns? Are you refocusing on online services or remote employment? Are you changing the products you create to try to capture new markets?

Seafood, Commercial Fishing, Maritime

- Looking into online markets.
- Reduced seafood markets, lowered seafood prices, closed or minimized seafood processing plant operations, hurt fishing opportunities to generate revenue for business.
- Sale prices are down 50%. Markets are down. Costs of goods sold are at all-time highs .
- We have spent millions in COVID prevention for our seafood workers. Our business saw a staggering drop in foodservice/restaurant sales, although domestic retail sales are up (they are not enough to cover the drop in foodservice). We have had to adapt to less valuable product forms that take less people to produce, due to our reduced workforce size.

Visitor or Tourism

- Covid hit the travel industry hard. Alaska Tours and our work with providing services to cruise ships didn't happen at all. We hope that independents will come back to Alaska this summer and our tour inquiries are up, as are sales. We'll continue remote employment for now. Changing tour products as lots of operators have closed due to large ships not coming. We've found some great local vendors, though, and are looking forward to developing relationships with them.
- Covid totally shut down my tour business last year. If we don't get the ferry system back on some sort of dependable schedule smaller companies like mine who depend on independent travelers will not be able to survive.
- Difficulty hiring employees due to increased unemployment benefits. Also, State of AK employee travel being curtailed has impacted our bottom line significantly.
- The community is restricting cruise ships in the community. I was doing cruise ship laundry so had contact with the crew on a regular basis for 4 months .
- Travel restrictions made our 2020 season non-existent. We are a small one room B&B. It was a 100% reduction in revenue.

Other

- We've been able to keep operations open, with a few modifications in place. As we are mostly grant funded, our funding levels were not impacted, however, the demand for social services significantly increased over the past year. With treasury funding, we were able to meet most of the urgent requests from tribal citizens. A lot of what we do has at times in the past year, switched to an online/telephone delivery which has worked well.

- Being in childcare it is difficult to be remote and virtual. We are trying as hard as possible not to close, even temporarily, although to ensure the safety of the community we do so sometimes. We are working toward projects to improve our building and playground, and in the near future we will hopefully start building a permanent building for our school age kids.
- I saw minimal change in gross income but we had to work twice as hard for it and my net was virtually zero. I need to add to my workforce but between covid and the otherwise bleak outlook from poor fishing and the decline in AK ferries. I'm not sure what to do. Too many businesses have gone under this year. Others have closed for early retirement. Others are being consumed by larger corporations.
- COVID-19 has greatly impacted our business; however, we were able to quickly pivot our business strategies, including investing more with digital marketing.
- SE Alaska relies on revenue from travelers. We must open our doors and our communities to people wanting to come spend money. WE ARE NOT ALL GOVERNMENT EMPLOYEES WITH GUARANTEED JOBS And we need to move forward without relying on the government. Remote employment and online options are not a one size fit all. We as a society need face to face contact with people.
- added expenses, only partially offset by Federal dollars. Reduced revenues from tourism. Uncertainty in the community overall.
- Much lower walk-in traffic to main street store has significantly reduced sales of products. Our service business, while lower, has not been impacted as much. As visitors return, we hope that the product sales will return. Art and custom framing sales is difficult to translate online or to remote work. We have changed how we purchase some of our framing supplies so that we get more of our materials now that we spend additional time working on, rather than getting them already more finished. This allows us to reduce our dollar costs in exchange for time costs.
- We've modified our business and focused more on web sales. We also expanded our inventory and begun carrying sporting goods.
- Retail outlets for my work have been closed or reduced hours due to mandates and decreased visitation, affecting my sales.

Debra Thompson

From: Rebecca Knight <bknight15@icloud.com>
Sent: Tuesday, June 15, 2021 4:08 PM
To: Assembly
Subject: Alaska Natives Without Land
Attachments: Knight_Testimony_2Jun21.pdf

Hello Mayor and Assembly Members,

Attached is my written testimony from the June 2 Assembly work session.

I urge you to take a position in opposition to the Alaska Natives Without Land proposed legislation and do so very soon, prior to introduction of the bill. One of the Congressional staff mentioned, during the work session, something to the effect that Senator Murkowski would like to see as "perfect" a bill as possible prior to introduction in the Senate. Making amendments following introduction seems problematic.

I believe the bill creates more problems than it solves and will result in a Pandora's box of perpetual land claims in Alaska.

Thank you for your time,

Becky (Rebecca) Knight

**Written Testimony
of
Rebecca Knight
Before the Petersburg Borough Assembly Work Session
Regarding the “Alaska Natives Without Land” Legislation
June 2, 2021**

The following concerns regard Rep. Don Young’s Bill-H.R. 3231 Unrecognized Southeast Alaska Native Communities Recognition and Compensation Act.

This bill would enable clear-cut logging of valuable old-growth trees, mining in sensitive salmon spawning streams, and damaging roadbuilding or other construction across the Tongass which sequesters 44% of the carbon in the national forest system. It includes millions of dollars worth of taxpayer funded infrastructure including “*all roads, trails, log transfer facilities, leases,*” and other incidentals on the land to be gifted.”¹

I am a 46 yr. resident of the Petersburg area. To be clear, I have a long and abiding respect for the deep cultural ties of Alaska Natives to the land and have sincere concern regarding their centuries-old plight. For much of my adult life I have worked to protect those lands from industrialization, thereby trying to ensure that those ties endure. However, corporatization of public lands is the epitome of the western model of colonization.

I address specific concerns with the legislation in the last half of these comments. You will likely recognize much of the first half from my previous testimony.

Senator Murkowski and Representative Young Assured the American People that Aboriginal Land Claims Were Final

On Dec. 12, 2014 immediately following passage of the Sealaska legislation which granted 70 thousand acres of prime Tongass public forest lands to the corporation, Senator Murkowski declared,

¹ See H.R. 3231 Unrecognized Southeast Alaska Native Communities Recognition and Compensation Act. https://www.ci.petersburg.ak.us/vertical/sites/%7B6795A51C-8710-4546-B2D2-2A07534E232B%7D/uploads/HR_3231_--_Unrecognized_Southeast_Alaska_Native_Communities_Recognition_and_Compensation_Act.pdf

“Some 43 years after passage of the Alaska Native Claims Settlement Act, the federal government will finally finish paying the debt we owe Natives for the settlement of their aboriginal land claims,”²

Shortly thereafter Senator Murkowski introduced an earlier version of the “Landless” bill she introduced last session and likely again this session.

Also, as pointed out by Representative Young, when he reintroduced the modified Sealaska Corporation Lands Bill on February 14, 2013, he also proclaimed:

“Four decades after the passage of ANCSA, it is well past time for Sealaska to receive their full land entitlement, which will enable the Federal Government to complete its statutory obligation under ANCSA to the Tlingit, Haida, and Tsimshian people of Southeast Alaska.”³

[emphasis added]

These statements are in direct contradiction to their current effort to corporatize and further colonize the Tongass. Words DO matter and in this case, clearly Senator Murkowski and Representative Young assured the American people that Alaska native land claims were final. How can we trust anything these powerful lawmakers proclaim in our nation’s hallowed halls when those assurances are reversed before the ink is barely dry on the bill’s pages?

Moreover, during deliberations for the 2014 Sealaska Bill, Senator Murkowski, on a Petersburg campaign stop, took questions on a variety of topics. Inevitably, her 70,000 acre 2014 Sealaska carve out from the Tongass came up for discussion. One member of the public remarked that, “...much of Southeast’s residents cannot help but feel being played as hostages and political pawns in this legislation.” Senator Murkowski, responded that she truly “regrets the anxiety and tension that the Sealaska bill had created in our small towns,” and recognized that, the legislation “...pitted neighbor against neighbor” and that the “resentment is not good for communities.” Those were her words and again-they do matter.

Natives From the Five Ineligible Communities Received Lucrative Economic Benefits In Lieu Of Corporate Status

² See Sen. Murkowski Applauds Final Passage of Sealaska Lands Bill. 12Dec2014. <https://www.energy.senate.gov/2014/12/sen-murkowski-applauds-final-passage-of-sealaska-lands-bill>

³ Rep. Young Introduces Modified Sealaska Lands Bill. 14Feb2013 <https://donyoung.house.gov/news/email/show.aspx?ID=EOKTLJ2SRD7BWTATKHFY2UAAKU>

During enactment of ANCSA, Congress expected that some Natives in the region would be ineligible for village corporations because they failed to meet the three criteria for eligibility: (1) 25 or more natives were village residents on the 1970 census, (2) the village was not modern or urban in character, and (3) the majority of the residents were native.

To compensate, the Act created special economic benefits for them as “At-Large” shareholders. During the last few decades those benefits have provided more dividends than village corporations. This must be especially so during the timber heyday of the 1980’s and early 1990’s.

For instance, these shareholders receive regular ANCSA 7(i) financial distributions beyond that of “Village” shareholders—at least according to their Press Releases. The “Urban/At-large” shareholder for the [Spring 2020](#), [Fall 2020](#), and [Spring 2021](#) Sealaska Shareholder Distributions were just over \$1,300, \$1,200 and \$1,129 respectively, while village shareholders received far less, at \$332, \$398 and \$370 respectively. Moreover, Aaron Schutt concluded in his scholarly research, “ANCSA Section 7(I): \$40 Million Per Word and Counting”⁴:

*“Ultimately, however, Section 7(i) has resulted in the sharing between the regional corporations of **several billion dollars** [emphasis added] of revenue derived from resources from ANCSA lands. And it has quietly played an important role in economic equity and the success of Alaska Native corporations.*

“The resource revenue-sharing provision contained in Section 7(i) is an important and unique element of ANCSA. Section 7(i) still has important consequences for Alaska Native corporations and their resource development partners more than forty years after the passage of ANCSA. As highlighted by the title of this article, have received fair and substantial equitable benefits.”

There Are No Landless Natives In Southeast Alaska

That natives from these communities have been “waiting 50 years” is not due to an “oversight” or an “inadvertent” omission. Their exclusion from village status was informed, considered, and an intentional determination under ANCSA. Quite simply, they did not qualify, as various high level agency officials have repeatedly written and testified before Congress regarding very similar versions of this bill—including in 1996 and 2015. According to these officials as well as the framers of ANSCA, natives from these communities received equitable treatment. They were not “left out.”

⁴ M. Schutt. Alaska Law Reveiw. ANCSA Section 7(I): \$40 Million Per Word and Counting. Aaron Dec. 12, 2016. <https://scholarship.law.duke.edu/cgi/viewcontent.cgi?article=1515&context=alr>

The Proposed Bill Will Create New Inequities Where None Exist.

In the words of Jim Lyons, Undersecretary for the Department of Agriculture in 1996, “There are no “landless” Natives in southeast Alaska since all Natives have a beneficial interest in lands owned by Sealaska, including surface and subsurface estates.” Accordingly, the officials confirmed that natives from the five communities of Tenakee, Petersburg, Wrangell, Ketchikan and Haines were found ineligible for village status because they failed to meet the ANCSA criteria for eligibility.

I attached those official’s statements⁵ to my testimony for your meetings on Nov. 16, 2020 and Dec. 7, 2020. They contain far more detail to support the determination. I urge you to read the content. This information must be included and documented, on the record, for this proposed legislation, not ignored.

Additionally, as ISER’s Director Lee Gorsuch wrote in his December 7, 1993 letter to KFSK reporter Amy Miller (to correct the record re. her inaccurate news story):⁶

“We did not, as you report, make a finding that Congress has inadvertently omitted the study villages from land benefits, nor did we recommend that Congress should now award them land. We did not, as you implied, say that the study villages were entitled to the same economic benefits as Southeast Alaska communities with village or urban corporations have received.”

Better Approaches Exist for Addressing This Issue

Regional tribes have recently petitioned the USDA Forest Service to “engage in a new and more robust and legitimate government-to-government consultation process with the Tribes on the Tongass National Forest under the principle of ‘mutual concurrence’ to identify traditional and customary use areas and design forest-wide conservation measures to protect them.”⁷ Instead of corporatizing public lands currently open to all, Congress should laser-focus,

⁵ Previously supplied to you on Nov 16: **1.** Letter to KFSK, Amy Miller from Lee Gorsuch, Director Institute Social and Economic Research (ISER). Dec. 7, 1993; **2.** 2015-Landless_blacktestimonyfinal 36_16_15-1 5. **3.** Landless letter__Lyons to Young (OCR'd)_24Jul96 copy

⁶ *Id.*

⁷ Petition for USDA Rulemaking to Create a Traditional Homelands Conservation Rule for the Long-Term Management and Protection of Traditional and Customary Use Areas in the Tongass National Forest. <https://media.ktoo.org/2020/07/FINAL-Southeast-Tribes-APA-Petition-7-17-2020-Nine-Tribe-Signatures.pdf>

through the USDA, on responding to that petition in an honest and meaningful way and very soon. No more foot dragging.

Also, if the Alaska Natives Without Land believe that they have been treated unfairly, then the perfect solution would be for them to seek land from Sealaska, the Regional Corporation for Southeast Alaska. No additional lands would be removed from public ownership and any disputes could be settled amongst themselves. This would also avoid the division among local residents which inevitably occurs with such controversial legislation.

These approaches would be far better than corporatizing lands now open to all Southeast residents and visitors.

Regarding the “Written Testimony of the Representatives of the Southeast Alaska Landless Native Communities to the Senate Committee on Energy, Natural Resources Subcommittee on Public Lands, Forests, and Mining regarding S. 4889, the Alaska Native Claims Settlement Act Fulfillment Act of 2020 December 2, 2020”

On p.8 of the landless testimony, third paragraph, the argument assumes that all of the 17-million acre Tongass is forested and further implies that forest is of equal value everywhere here, for non-timber purposes. Also, in observing that "only 37,000 acres" of the total 115,200 acres of selection is "Tongass land base identified as suitable for timber," the testifier fails to realize that this does not include Old Growth Reserves (which a private corporation would consider suitable) or similarly higher mass wasting index areas they might log and stream buffering (which is more extensively protected under federal than private ownership). So the 37,000 acre issue is a red herring.

In the next paragraph on p.8, the Old Growth Reserve (OGR), scenic viewshed and semi-remote recreation LUDs were zoned for place-specific reasons, so comparing the amounts of them in the selections to the overall acreage of those Land Use Designations (LUDs) Tongass-wide is a nonsensical comparison. In fact, that the Forest Service determined that 40,500 acres of the 115,200 of selections is in OGRs (that's 35% of the selection acreage) is extremely troublesome.

While the testimony and Q&A both say the landless groups are left with the scraps, this is also true of the OGR system. Many of the OGRs don't meet (or barely so) the minimum biological requirements for an OGR, because loss of habitat to both federal and non-federal logging, because the best was logged and then the best of the rest. Attempting to move OGRs will be detrimental. So ecosystem realities must be taken into account and not dismissed. Especially since the landless groups won't commit to not logging, or even to not logging in

particular locations such as OGRs (i.e. declaring them as "unsuitable" in the bill, on the maps).

The Q&A states: "As you know, the 1997 Tongass Conservation Strategy is now almost a quarter century old. It was drafted at a time when there was significantly more concern about the scope of timber operations in Southeast Alaska." This overlooks the fact that logging habitat damage is cumulative and long-term; that the OGR system is a quarter century old is immaterial. And habitat losses are on-going under the Forest Service, AMHT, Div of Forestry and the University; and perhaps the proposed new ANCSA corporations. Also, relocating OGR's to suitable locations (if even possible) will involve considerable interagency staff time. These costs must be considered and accounted for and the taxpayer should be reimbursed.

The landless groups assume an entitlement to one township, based on the other corporations in Southeast. However, had the five corporations been included in ANCSA, perhaps Congress would have allotted less than one township to each of the Southeast corporations; or perhaps it would have allotted land to Sealaska on less than a 1:1 ratio with each village and urban corporation. So if Congress wishes to accommodate these five groups in some way as corporations, maybe that remedy needs to be novel in some ways, compared to the earlier ANCSA corporations. Allocation of land in Southeast was, in 1971, and still is, a zero sum situation, particularly regarding habitat and its ability - despite large losses of a key component (productive old-growth forest, particularly areas of high habitat position and quality) to support stability of the ecosystem.

Following, I address some of the Recent Questions and Answers Posed by the Petersburg Borough About the Proposed Legislation. They were answered by beneficiaries of the proposed legislation. I urge you to request answers be provided by a neutral agency, such as the Office of Management and Budget, as well as by the Delegation since they are the sponsors, prior to introduction of the bill.

Q#4. While the Portage Bay West Cabin may be removed from consideration in the proposed bill, (what I consider predetermined dealmaking fodder) it is important to note that there remain equally important trails, roads and other infrastructure to Petersburg Borough residents and the American citizen. Those improvements should also be removed from the bill or payments made by the corporations to reimburse the American taxpayer, even if that infrastructure is outside the Borough. According to the Landless response, this includes at least "three developed recreation sites, 3.5 miles of hiking trails, 26.5 miles of off highway vehicle trails, 90.9 miles of open roads, and 12 Marine access facilities."—millions of dollars worth of infrastructure.

Another overlooked issue is the taxpayer funded investments in silvicultural thinning for timber production (and wildlife) needs within the selected lands. These transfers of long term investment must be considered and accounted for.

Q #5. Access from the shoreline is not addressed (only by roadways, trails and forest roads). However, in Southeast much access for recreation, hunting and fishing is via the shoreline and then into the upland on foot. This is not addressed. Also the terminology “reasonable restrictions” is very problematic and open to interpretation by future beneficiaries or even backcountry caretakers.

Q #6. There is concern that the vulnerable Tongass Old Growth Strategy could be unraveled under the proposed legislation. Near the top of p.5: The Landless claim, “The new corporations will not be subject to such restrictions.” But that's exactly the point of the question, and it's not addressed.

Q #7. It's clear that culvert and road maintenance is likely to not occur on roads where the FS does not retain an easement. This is of great importance since impaired culverts contribute to loss fish habitat. We all know how beleaguered our commercial fishing industry is currently. We are a fishing town.

Q #8. This is big question, and it is entirely dodged. It's a valid question because it goes to the honesty and global equity of claiming carbon credits. Credits can legitimately be taken only if logging is threatened. BP recently paid Sealaska \$100 MM for carbon credits for not logging half of their forested acres—165,000 acres — thereby keeping the carbon which trees absorb from the air in their living tissues. Supporters of this bill are reluctant to include language which prohibits logging. Alaska Natives Without Land claim they will not log their acres but refuse to include such language in the bill. Doing so would disallow them from claiming lucrative carbon credits which otherwise cannot be granted if there is no intent to log their acres.

This issue is played both ways—neither saying they intend to log or are likely to log, NOR saying they want to claim credits—nor saying they won't do either. If they don't want to log, they can't legitimately claim carbon credits. And further, if they are seeking land to get carbon credits, then that is an abuse of

the credits system. Moreover, there are big issues regarding “leakage”⁸ and “additionality”⁹ that plague the credibility of the carbon cap and trade industry to make it appear as if they are easing the climate crisis when they actually are not. This is an issue that MUST be closely examined prior to Senator Murkowski’s introduction of the bill.

Q #11 Would the Petersburg Borough Assembly be willing to ask for federal retention of mineral rights, with the rights put into a conservation easement? This would protect the corporations from surface damage from mining by another corporation, as well as the habitat there. "No copper pit on Mitkof." Sealaska has enough mineral rights already (and the Q&A says it has not used them).

Q #19. "Why not leave the subsurface rights to the United States."
Not Answered.

Q #33. The respondents claim, “...in many cases, the State [logging] standards provide stronger protections [than Federal] based on science, topography, and water resources, than the inflexible federal standards would provide.”

This is simply untrue. The State of Alaska Forest Practices and Resources Act (FRPA) is much less stringent than Federal logging regulations. Under FRPA there are:

- no enforceable provisions for protection of wildlife habitat;
- fish stream buffers are narrower;
- variances to infringe on those buffers are routinely approved;
- there is no limit on the size of clearcuts thus the mega cuts we witness;
- allows for 100% round log export.

FRPA applies to Native Corporation logging, University, Alaska Mental Health Trust and the State of Alaska lands.

⁸ “One concern that faces all carbon markets is “leakage,” whereby emissions are reduced within a carbon market merely by being pushed outside it.

The kind of leakage most people are familiar with has to do with displaced industrial activity. Say State X implements a carbon market. In response, a company with a factory in State X closes it and reopens it in State Y. Now State X has reduced *its* carbon emissions, but *total* carbon emissions haven’t fallen at all — they just migrated. That doesn’t do anybody any good.” <https://grist.org/climate-energy/californias-carbon-market-is-leaking/>

⁹ “At the heart of nearly all offset programs is the requirement of “additionality”—offset credits should only be given for emissions reductions *that would not have happened in the absence of the offset program*. Practically speaking, additionality requires verifying what a potential offset seller would have done without the offset program.” <https://www.brookings.edu/research/beyond-additionality-in-cap-and-trade-offset-policy/>

Q #19. "Why not leave the subsurface rights to the United States." Dodged,
NOT ANSWERED

Subsistence Priority Will be Lost on Selected Lands

Petersburg is a Federally recognized Subsistence Community. Once these lands are transferred to private interests, Petersburg residents will lose their subsistence priority on those lands. What provisions will be made to protect that subsistence priority, currently guaranteed under the Alaska National Interest Lands Conservation Act (ANILCA)?¹⁰ This is a huge question.

Specific Selection Parcels

- The lands surrounding Wood Point at Thomas Bay are important to my family. We have harvested several deer through the years there. In fact, this area is a very important area to local hunters. We also have recreated there through the years. We oppose this selection.
- The Mitkof Parcels_Wrangell Narrows East and Mitkof Interior 2 & 4 are other important and fully utilized recreation areas for all Petersburg residents and contain some of the best remaining fish and deer habit on Mitkof Island. Corporatization of these lands would threaten existing uses. I request that no selections be made here.

While there remain many more problematic issues regarding this proposed lands legislation, it is clear that it is a mess and creates far more problems than it solves. I urge you to oppose the legislation, in no uncertain terms and advise the Alaska Natives Without Land to seek redress through Sealaska or by working with the Department of Agriculture to address a better relationship per their petition to the USDA. It is important that you take a position before the bill is introduced in the Senate. Once it is introduced it is all but assured to be enacted.

Sincerely,

Rebecca Knight

Becky (Rebecca) Knight

¹⁰ The **Alaska National Interest Lands Conservation Act** (ANILCA), passed by Congress in 1980, mandates that rural residents of **Alaska** be given a **priority** for **subsistence** uses of fish and wildlife. (View Title VIII of ANILCA - **Subsistence** Management and Use Findings)