

# State of Alaska

Department of Commerce and Economic Development

## Certificate

CERTIFICATE OF AMENDMENT

The undersigned, as Commissioner of Commerce and Economic Development of the State of Alaska, hereby certifies that duplicate originals of Articles of Amendment to the Articles of Incorporation, duly signed and verified pursuant to the provisions of the Alaska Nonprofit Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY, the undersigned, as Commissioner of Commerce and Economic Development, and by virtue of the authority vested in him by law, hereby issues this Certificate of Amendment to the Articles of Incorporation of

: SOUTHERN SOUTHEAST REGIONAL AQUACULTURE ASSOCIATION, INC.

and attaches hereto a duplicate original of the Articles of Amendment.



IN TESTIMONY WHEREOF, I execute this certificate and affix the Great Seal of the State of Alaska this

26th day of October, A.D. 19 87

*Anthony Smith*  
Anthony Smith  
COMMISSIONER OF COMMERCE AND  
ECONOMIC DEVELOPMENT

12-424402  
4211 34

11/16/1987

ARTICLES OF AMENDMENT  
OF

SOUTHERN SOUTHEAST REGIONAL AQUACULTURE ASSOCIATION, INC.

THESE ARTICLES OF AMENDMENT are entered into by and between the undersigned officers of the corporation for the purpose of amending the Articles of the corporation pursuant to the provisions of AS 10.20.181, according to the Alaska Non-Profit Corporation Act, and in accordance with the following:

NAME 1.0

The name of the corporation shall be, pursuant to AS 10.20.021, and is, SOUTHERN SOUTHEAST REGIONAL AQUACULTURE ASSOCIATION, INC.

AMENDMENTS ADOPTED 2.0

The following amendments supersede present provisions of the Articles of Incorporation as hereinafter numbered:

POWERS 4.0

The corporation shall have all powers permitted under present or future laws of the United States, and the laws of the State of Alaska, limited only by its status as a non-profit corporation.

4.1 All decisions by the Board of Directors regarding the reproduction, hatching, planting, or raising of any specie of fish, or the location of any hatchery or hatchery facility shall be made in such a manner as to provide or plan for the beneficial needs of the respective user groups.

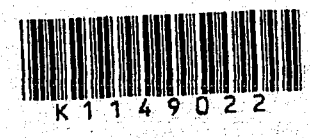
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ADOPTION

J.C.

The above amendments were adopted at a meeting of the Board of Directors September 26, 1986, and each of the above amendments were unanimously adopted by the directors present at that meeting. There are no members of this corporation.

IN WITNESS WHEREOF, these Articles of Amendment have been signed in duplicate at Ketchikan, Alaska in the manner following, and effective as of the date of adoption, and are hereby presented for filing with the Commissioner of Commerce and Economic Development.

Dated this 15<sup>th</sup> day of OCTOBER, 1987.

PRESIDENT

By David Pitcher

ATTEST:

Lyle Simpson  
Secretary

# State of Alaska



## Department of Commerce and Economic Development

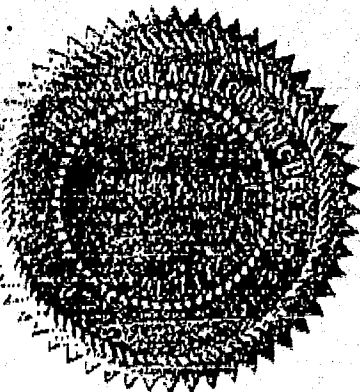
### Certificate

The undersigned, as Commissioner of Commerce and Economic Development of the State of Alaska, hereby certifies that duplicate originals of Articles of Amendment to the Articles of Incorporation of SOUTHERN SOUTHEAST REGIONAL AQUACULTURE ASSOCIATION, INC. duly signed and verified pursuant to the provisions of the Alaska Nonprofit Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as Commissioner of Commerce and Economic Development, and by virtue of the authority vested in him by law, hereby issues this Certificate of Amendment to the Articles of Incorporation of

SOUTHERN SOUTHEAST REGIONAL AQUACULTURE ASSOCIATION, INC.

and attaches hereto a duplicate original of the Articles of Amendment.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at Juneau, the Capital, this

30th day of May A.D. 1979

A handwritten signature in cursive script, reading "H. Phillip Hubbard".

H. PHILLIP HUBBARD  
COMMISSIONER OF COMMERCE  
AND ECONOMIC DEVELOPMENT

STATEMENT OF ADOPTION OF RESTATED ARTICLES OF INCORPORATION

of

SOUTHERN SOUTHEAST REGIONAL AQUACULTURE ASSOCIATION, INC.

I HEREBY CERTIFY that I am the duly elected President of Southern Southeast Regional Aquaculture Association, Inc., and that the attached Second Restated Articles of Incorporation of Southern Southeast Regional Aquaculture Association, Inc., were adopted by a unanimous vote of the Board of Directors at a regularly scheduled meeting of the Board on May 12, 1978, and that they supersede the original Articles of Incorporation and all amendments.

By 

Jack P. Jacobsen, President

ATTEST:

By 

(CORPORATE SEAL)

FILED FOR RECORD  
STATE OF ALASKA

MAY 30 1978

DEPARTMENT OF COMMERCE  
& ECONOMIC DEVELOPMENT



K 1 1 4 9 0 2 1

STATEMENT PURSUANT TO AS 10.20.181 & AS 10.20.206

The name of the corporation is SOUTHERN SOUTHEAST REGIONAL AQUACULTURE ASSOCIATION, INC.

There are no members of the corporation entitled to vote, and the amendments incorporated in the Second Restated Articles of Incorporation were adopted by a majority vote of the directors in office of the corporation at a duly scheduled meeting held on May 12, 1978.

The Second Restated Articles of Incorporation correctly set out the provisions of the Articles of Incorporation as amended, and they have been adopted as required by law, and they do supersede the original Articles of Incorporation and all amendments thereto.

DATE:

PRESIDENT

By

Jack Peter Jacobsen

ATTEST:

By

Patricia Roppel

SECOND RESTATED ARTICLES OF INCORPORATION

of

SOUTHERN SOUTHEAST REGIONAL AQUACULTURE ASSOCIATION, INC.

THESE SECOND RESTATED ARTICLES OF INCORPORATION are entered into by the undersigned officers of the Corporation, for the purpose of restating the Articles of Incorporation of the Corporation as amended, pursuant to the provisions of the Alaska Non-profit Corporation Act, AS 10.20.005, AS 10.20.151, and AS 10.20.206, and that they have been adopted as required by law, and supercede the original Articles of Incorporation and all amendments.

NAME

1.0

The name of the corporation shall be, pursuant to AS 10.20.021, and is, SOUTHERN SOUTHEAST REGIONAL AQUACULTURE ASSOCIATION, INC.

DURATION

2.0

The corporation shall have a period of duration which shall be perpetual, pursuant to AS 10.20.011(1).

PURPOSE

3.0

The principal purposes for which the corporation is formed are as follows:

- 3.1 To engage in aquaculture in the region of Southeastern Alaska which includes all the land and water south of a line commencing at Woody Point and projected in a westerly direction through Beacon Point, thence in a westerly direction through Point Camden, thence in a westerly direction to Sall Point, thence projected in a southerly direction including all watersheds, and drainage into Rocky Pass and Sumner Straits to Cape Decision, continuing in a southerly direction to Helm Point on Coronation Island, continuing in a westerly direction along the latitude which intersects Helm Point on Coronation Island.
- 3.2 To seek, receive, and maintain funds, property, and services, and to apply them, or the income therefrom, to the above stated purposes; and to carry on, encourage, and aid activities in furtherance of the above stated purposes.
- 3.3 To conduct these activities and achieve these objects without pecuniary profit to the members.

Articles, Page 1

4 To do everything and anything reasonably necessary, proper, advisable, or convenient for the accomplishment of the purposes above set forth, and to do all other things incidental to them, or connected with them, that are not forbidden by the Alaska Non-Profit Corporations Act, or other laws, or by these Articles of Incorporation.

3.5 To do everything and anything reasonably necessary, proper, or advisable, to operate and conduct the aquaculture activities for purposes that are beneficial to the public interests, specifically, but not limited to, lessening the burdens of government.

3.6 This corporation is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law). Under no circumstances shall the corporation undertake any activities which exceed, contravene, or conflict with those activities permissible for corporations which qualify as exempt under said section or law.

#### POWERS

4.0

The following powers are to be construed in limitation of the powers which the corporation may have under present or future laws of the United States, including the Internal Revenue Code of 1954 as Amended, and the Laws of the State of Alaska, including the Alaska Non-profit Corporation Act, as Amended, and the powers hereinafter specified shall be limited or restricted by reference to, or inference from, these Articles of Incorporation, and such provisions shall be construed to limit the corporation from carrying on any business or exercising any power, or doing an act which a corporation in the State of Alaska may not, at the time lawfully carry on, exercise, or do, in the State of Alaska, or in any other state, territory, or country.

4.1 To such an extent as a non-profit corporation organized under the Laws of the State of Alaska may now or hereafter lawfully do, to do each and every thing necessary, suitable, convenient, or proper for, or in connection with, or incidental to, the accomplishment of any one or more of the powers herein enumerated, or designed directly or indirectly, and in order to promote the interests of the Corporation and to enhance the value of its properties; and in general to do any and all things and exercise any and all powers, rights, and

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privileges which a corporation now or hereafter organized under the laws of the State of Alaska, or under any act amendatory thereof, supplemental thereto, or substituted therefor, may do.

- 4.2 To adopt, apply for, obtain, register, purchase, lease, or otherwise acquire and to maintain, protect, hold, use, own, exercise, develop, manufacture under, operate, and introduce, and to sell and grant licenses or other rights in respect of, assign or otherwise dispose of, or in any manner deal with and contract with reference to, any trademarks, trade names, patents, patent rights, patents pending, concessions, franchises, designs, copyrights, and distinctive marks and rights analogous thereto, and inventions, improvements, processes, recipes, formulas, and the like, including, but not limited to, such thereof as may be covered by, used in connection with, or secured or received under, letters patent of the United States of America or elsewhere, and any or all rights connected therewith or appertaining thereto.
- 4.3 To acquire by purchase, exchange, lease, bequest, or otherwise, to import, manufacture, produce, to hold, own, use, manage, improve, alter, develop, and to grant a security interest in, pledge, sell, export, assign, transfer, lease, exchange, or otherwise dispose of or deal in or with, goods, commodities, wares, machinery, supplies, merchandise, and all other personal property of every kind and description, tangible or intangible, wheresoever situate, and any and all rights, interests, or privileges therein.
- 4.4 To acquire by purchase, exchange, lease, devise, or otherwise, and to hold, own, maintain, manage, improve, develop, and operate, and to sell, transfer, convey, lease, mortgage, exchange, or otherwise dispose of or deal in or with, real property, wheresoever situate, and any and all rights, interests, or privileges therein; and to erect, construct, make, improve, and operate, or to aid or subscribe toward the erection, construction, making, improvement, or operation of, offices, warehouses, plants, mills, stores, laboratories, studios, workshops, buildings, and other establishments and installations, and equipment, machinery, apparatus, and other facilities of every kind and description.

4.5 To do everything necessary, proper, advisable, or as might be required for the accomplishment of any of the purposes, or the attainment of any of the objects, or the furtherance of any of the powers herein set forth, either alone or associated with others, and incidental or pertaining to, or growing out of, or connected with its business or powers, provided the same be not inconsistent with the laws of the State of Alaska.

4.6 All decisions by the Board of Directors regarding the reproduction, hatching, planting, or raising of any specie or species of fish, or the location of any hatchery or hatchery facility shall be made in such a manner as to provide or plan for the beneficial needs of the respective user groups.

#### NON-PROFIT STATUS

5.0

This corporation is not organized for the distribution of profits to a class of members or shareholders.

#### OFFICE

6.0

The corporation's office is to be located in Ketchikan, Alaska, and within the Ketchikan Gateway Borough.

#### COMMENCEMENT OF BUSINESS

7.0

The corporation may commence business, without consideration of the value of at least \$1,000.00 having been received as capital, pursuant to AS 10.20.161, and upon the issuance of a Certificate of Incorporation as a non-profit corporation.

#### REGISTERED ADDRESS AND AGENT

8.0

The registered office of the corporation shall be at Ketchikan, Alaska, with a mailing address of No. 4 Creek Street, Ketchikan, Alaska, and the name of its initial registered agent at that address is Ellis, Sund & Whittaker, Inc., pursuant to AS 10.20.026.

#### DIRECTORS

9.0

The business of the corporation shall be managed by its Board of Directors, each of whom shall be at least 19 years of age.

9.1 The number of directors constituting the entire board shall not be less than fifteen (15), or more than seventy-five (75), and subject to such minimum, may be increased or decreased from time to time, up to a maximum of seventy-five (75) members in a manner not prohibited by law.

9.2 The names and addresses of the persons who are to serve as directors until the first

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annual meeting, and who shall add. The  
initial By-Laws of the corporation pursuant  
to AS 10.20.056, are set forth pursuant to  
the requirements of AS 10.20.091 and are as  
follows:

Jack Peter Jacobsen

P. O. Box 8794  
Ketchikan, Alaska 99901

Larry D. Painter

P. O. Box 6181  
Ketchikan, Alaska 99901

Roger L. Ingman

P. O. Box 7600  
Ketchikan, Alaska 99901

Joe Demmert, Jr.

2724 Fourth Avenue  
Ketchikan, Alaska 99901

Lawrence W. Dalton

639 Deermount Street  
Ketchikan, Alaska 99901

Richard D. Bishop

P. O. Box 761  
Ward Cove, Alaska 99928

Jon C. Rowley

P. O. Box 177  
Ketchikan, Alaska 99901

James H. Bray

2134 Second Avenue  
Ketchikan, Alaska 99901

Maurice Ingman

Route 1, Box 1001  
Ketchikan, Alaska 99901

Patricia Roppel

435 Washington Street  
Ketchikan, Alaska 99901

9.3 The composition of the Board of Directors, as  
of the first annual meeting, and as of succes-  
sive annual meetings, shall be determined as  
is provided in the By-Laws of the corporation.

#### INCORPORATORS

10.0

The incorporators are all natural persons over the age of 19 years,  
and they shall call the organization meeting of the directors by  
giving at least three (3) days' notice of the meeting by mail to  
each director named, and they have the following names and addres-  
ses:

John L. Sund

No. 4 Creek Street  
Ketchikan, Alaska 99901

Peter R. Ellis

No. 4 Creek Street  
Ketchikan, Alaska 99901

Cathy Vertrees Canorro

No. 4 Creek Street  
Ketchikan, Alaska 99901

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No dividend may be paid and no part of the income or profit of the corporation may be distributed to its members, directors, or officers. The corporation may pay compensation in a reasonable amount to its directors, or officers for services rendered, may confer benefits in conformity with its purposes, but upon dissolution or final liquidation may not make distribution to its directors or officers so that no payment, benefit, or distribution can be considered to be a dividend or a distribution of income or profit pursuant to AS 10.20.136. In the event of dissolution, the provisions of AS 10.20.295(3) shall apply as to all of the corporation's assets which shall be transferred or conveyed only in accordance therewith and subject in any event to the following restrictions:

- 11.1 No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, its directors, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article 3.0.
- 11.2 No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting, to influence legislation, and the corporation shall not participate in or intervene in, including the publishing or distribution of statements, any political campaign on behalf of any candidate for public office.
- 11.3 Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on:
  - 11.3.1 By a corporation exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code of 1954, or the corresponding provisions of any future United States Internal Revenue Law.
  - 11.3.2 By a corporation to which contributions are deductible under Section 170(c)(2) of the Internal Revenue Code of 1954, or the corresponding provision of any future United States Internal Revenue Law.

#### DISSOLUTION

12.0

The corporation may be dissolved upon a 2/3 vote of the Board of Directors at a regular or special meeting called for such purpose.

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Upon the dissolution of the corporation, the Board of Directors shall, after paying, or making provision for the payment of all of the liabilities of the corporation:

- 12.1 Dispose of all of the assets of the corporation exclusively for the purposes of the corporation in such a manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1954, or the corresponding provision of any future United States Internal Revenue Law, as the Board shall determine.
- 12.2 Any of such assets not so disposed of shall be disposed of by the Superior Court of the Judicial District in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine them to be organized and operated exclusively for such purposes.

#### AMENDMENTS

13.0

- 13.1 These Restated Articles of Incorporation may be amended at any regular or special meeting of the Board of Directors of the corporation called for that purpose, provided a quorum of at least a majority of the Board of Directors is present, and by a vote of 2/3 of the directors present and in attendance at the meeting, in person, provided that notice shall be mailed to each director at his last address of record, at least 30 days prior to the meeting, stating that an amendment at the regular or special meeting is proposed, and further stating the general nature of such amendment.
- 13.2 Amended Articles shall be executed and acknowledged by the officers of the corporation, and shall be filed and recorded in the same place and manner as the original Articles.

IN WITNESS WHEREOF, these Second Restated Articles of Incorporation have been signed in duplicate at Ketchikan, Alaska, in the manner following, and effective as of the date next below written, and are hereby presented for filing with the Commissioner of Commerce, together with the fee of \$25.00 as required by AS 10.20.635.

DATE:

PRESIDENT

By

Jack Peter Jacobsen

SECRETARY

By

Patricia Roppel  
Patricia Roppel

ATTEST:

By

STATE OF ALASKA )  
First District ) ss:

The undersigned affiants, being first duly sworn, each for themselves, and not one for the other, under oath, depose and say:

That I have read the above and foregoing Second Restated Articles of Incorporation, know the contents thereof, and the same are true, as I verily believe.

AFFIANT

By

Jack Peter Jacobsen  
Jack Peter Jacobsen

By

Patricia Roppel  
Patricia Roppel

Subscribed and sworn to before me at Ketchikan, Alaska, as of the date last above written.

NOTARY PUBLIC FOR ALASKA

By

Commission expires: August 12, 1978

Distribution: 2 + 0 Department of Commerce  
+ 1 CR Book  
+ 1 SSRAA  
+ 1 File S039-R01

2 + 3

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316 069





APPENDIX B PORT SAINT NICHOLAS HATCHERY



INCUBATION ROOM - NORTH VIEW



INCUBATION ROOM - SOUTH VIEW



INCUBATION ROOM - EAST VIEW



PORT SAINT MICHAEL'S HATCHERY RACEWAYS



PORT SAINT MICHAEL'S ROUND PONDS



PORT SAINT MICHAEL HATCHERY - PRESSURE REDUCING VALVES (PRV)



CITY OF CRAIG - WATER TREATMENT PLANT AND SETTLING POND

STATUTORY WARRANTY DEED

The Grantors, MARIAN L. AUKER and IVAN L. AUKER, SR., of P.O. Box 375, Craig, Alaska 99921, for and in consideration of the sum of Thirty Thousand Dollars (\$30,000) in hand paid, convey and warrant unto THE CITY OF CRAIG, of P.O. Box 23, Craig, Alaska 99921, any and all interest they may have in the following described real property situated in the Ketchikan Recording District, First Judicial District, State of Alaska to wit:

That northerly portion of Lot 3, Port Saint Nicholas Subdivision, which has been replatted as a portion of Lot 2A, Craig WTP Subdivision; subject only to easements, reservations, restrictions, covenants and exceptions of record.

DATED AT Craig, Alaska this 17<sup>th</sup> day of July, 1991.

Marian L. Auker  
Marian L. Auker, Grantor

Ivan L. Auker, Sr.  
Ivan L. Auker, Sr., Grantor

STATE OF ALASKA                    )  
  : ss.  
FIRST JUDICIAL DISTRICT        )

THIS IS TO CERTIFY that on this 17<sup>th</sup> day of July, 1991, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared MARIAN L. AUKER, to me known and known to me to be the person who signed the foregoing instrument, and who acknowledged to me that she executed the same freely and voluntarily for the uses and purposes herein mentioned.

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

Helen Gray  
Notary Public, State of Alaska  
My commission expires: 3-23-95

STATE OF ALASKA )  
: ss.  
FIRST JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 17<sup>th</sup> day of July, 1991, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared IVAN L. AUKER, SR., to me known and known to me to be the person who signed the foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily for the uses and purposes herein mentioned.

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

Helen Gray  
Notary Public, State of Alaska  
My commission expires: 3-23-95

91-3123

18-CC

RECORDED-FILED  
KETCHIKAN REC  
DISTRICT

JUL 22 8 38 AM '91  
RETURN TO  
RECORDS & COMM. DIV.  
City of

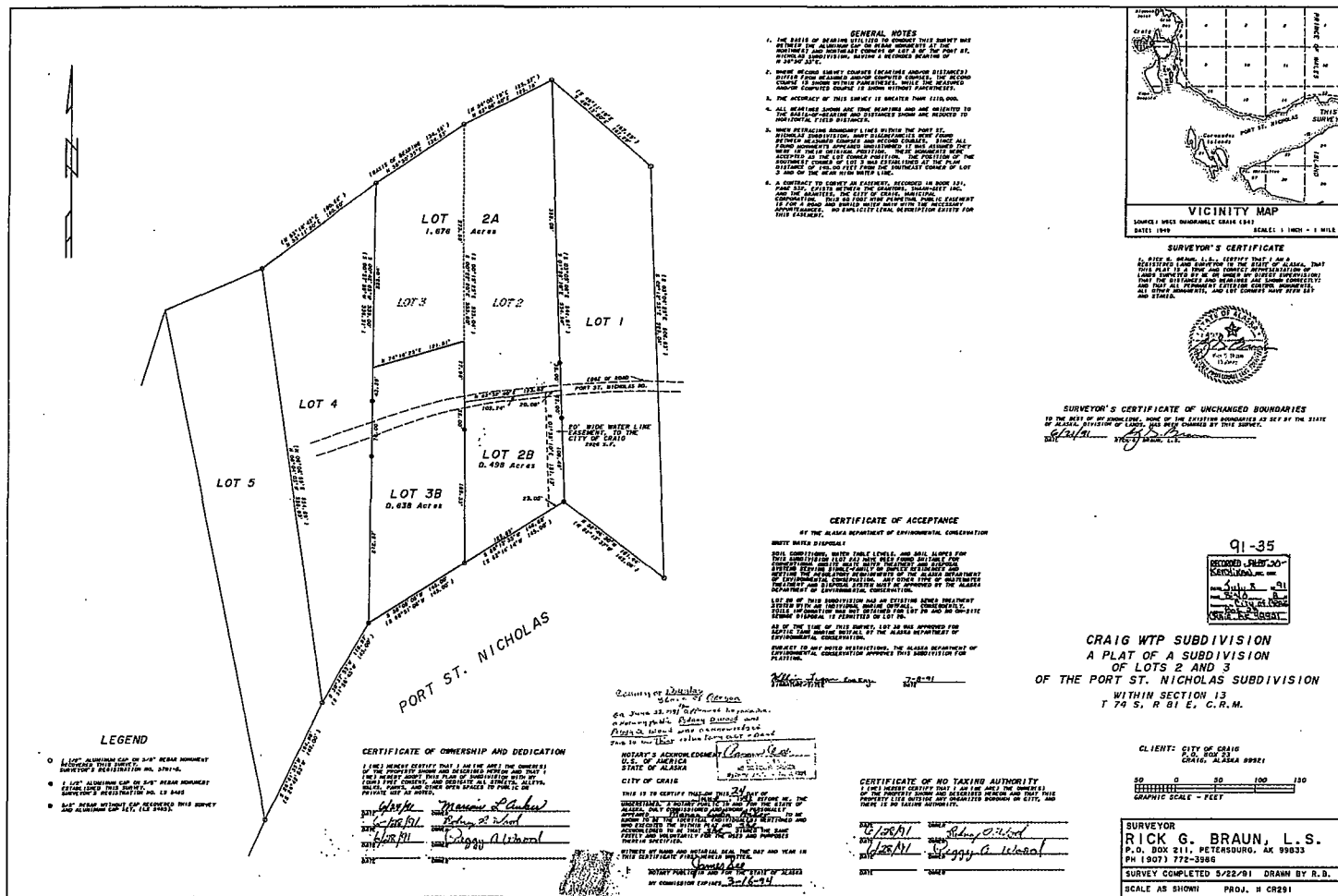
ADDRESS Craig

PO Box 23

Craig, AK 99921

STATUTORY WARRANTY DEED - 2 -

Marian L. Auker and Ivan L. Auker, Sr. - Grantors



APPENDIX D CURRENT LAND USE AND OWNERSHIP STATUS - USAGE RIGHTS

OPERATION AGREEMENT Between the  
CITY OF COFFMAN COVE, CITY OF CRAIG, & POW HATCHERY ASSN.  
for the  
PORT ST. NICHOLAS/COFFMAN COVE KING SALMON PROGRAM  
July 1, 2015 through June 30, 2016

The City of Coffman Cove, City of Craig, and Prince of Wales Hatchery Association (POWHA) agree to perform the following tasks by June 30, 2016, in support of the Port St. Nicholas (PSN)/Coffman Cove King Salmon Programs.

Section 1. The parties agree to perform the following tasks.

**POWHA Agrees To:**

- Hire, train and manage employment of a Fisheries Technician for the site; this is a full time job; it is understood that the Technician will be living on site in the trailer provided by POWHA.
- Hire, train and manage employment of two Technicians every year, during February, for coded wire tagging.
- Provide qualified personnel for hatchery maintenance and repairs, when necessary.
- Purchase all needed supplies on a yearly basis (fish food, chemicals, tools, etc.).
- Obtain eyed eggs each fall, for yearly production of chinook fry.
- Hatch, rear, transport, and release chinook smolts each year, as outlined in Annual Management Plan with ADF&G; 34,000 smolts per year to Coffman Cove, and 100,000 smolts per year to City of Craig.
- Install and maintain weir on Port Saint Nick River.
- Provide technical and logistical support to both Craig and Coffman Cove for duration of the project.
- Provide quarterly financial reports to the City of Coffman Cove and the City of Craig showing operating costs for PSN, and the balance of the reserve fund.
- Maintain at least \$75,909 dollars in a reserve account until such time that POWHA, the City of Craig and the City of Coffman Cove agree, in writing, on how reserve monies shall be spent.

**City of Craig Agrees To:**

- Provide continuous supply of biologically safe, high pressure water for hatchery operations;
- Perform yearly maintenance on pressure reducing valves in Mechanical Room of hatchery
- Provide electricity, diesel fuel, and propane for the hatchery site
- Continue to donate the \$1.00 per year for the lease to the grounds of the facility
- Perform cost recovery
- Reimburse POWHA for 81.25 % of quarterly operating costs not to exceed sixty five thousand eight hundred thirteen dollars (\$65,813) per annum, less any net amounts received by POWHA for cost recovery efforts.
- Furnish reimbursements to POWHA for operating costs in a timely manner upon receipt of quarterly financial reports.

**City of Coffman Cove Agrees To:**

- Continue to allow POWHA the use of all hatchery equipment purchased by the City of Coffman Cove (Dodge flatdeck truck, fish transfer trailer system, fish pump, fish counter, etc.) as outlined in "Inventory List" to be used for the transfer and care of fish.

- Reimburse POWHA for 18.75 % of the quarterly operating costs, not to exceed fifteen thousand one hundred ninety dollars (\$15,190) per annum.
- Furnish reimbursements to POWHA for operating costs in a timely manner upon receipt of quarterly financial reports.
- Install and maintain weir on the Coffman Cove Creek, and perform cost recovery operations. Funds generated through cost recovery to go into the City of Coffman Cove Fish Savings Bank Account to be used for yearly operating costs of the Coffman Cove Fish Enhancement project.

Section 2. The parties hereto expressly agree that the POW Hatchery Association shall be and is an independent contractor and is not an employee or agent of the City of Coffman Cove or the City of Craig, and is, therefore, entitled to no insurance coverage, whether worker's compensation or otherwise and no other benefits accorded to city employees. No withholding, FICA, or other taxes (whether income sales or other wise) or other amounts will be withheld from payments due to the Hatchery, it being understood that the Hatchery is solely responsible.

Section 3. No claim for additional work, services or materials, not specifically and expressly requested and authorized as provided for in this Agreement, or by a written amendment thereto signed by all parties, done or furnished by the Hatchery, will be allowed or paid by the Cities, and Hatchery expressly waives any claim therefore.

Section 4. Hatchery agrees to keep and maintain in full force during the entire period of the project or work called for herein, broad form comprehensive public liability insurance with limits of not less than three hundred thousand (\$300,000.00) combined single limit insuring Hatchery, and include the City of Coffman Cove and the City of Craig as an additional named insured, from any and all claims for bodily injury and death, and for property damage, that may arise out of, or in relation to, this Agreement. Such insurance shall require the insurance company give not less than thirty (30) days prior written notice to Cities prior to any cancellation, non-renewal or reduction in the amount of coverage of such insurance coverage. Each policy, or certificate of the policy, together with evidence of payment of premiums, shall be deposited with the cities prior to execution of this Agreement by the cities, and on renewal of the policy not less than twenty (20) days before expiration of the term of the policy.

**WHEREFORE** the parties have entered into this Agreement the date and year first above written at the City of Craig, Alaska.

**City of Craig, Alaska**

By: 

Jon Bolling, City Administrator

July 17, 2015  
Date

**Prince of Wales Hatchery Association**

By: 

Jeff Lundberg, POWHA

7/28/15  
Date

**City of Coffman Cove**

By: 

Perry Olson, Mayor

06/24/2015  
Date



U.S. DEPARTMENT OF AGRICULTURE Forest Service  <b>SPECIAL USE PERMIT</b>  AUTHORITY:  Act of June 4, 1897	Holder No. 1002-045	Issue Date 1-12-99	Expir. Date 12/31/08
	Type Site(s) 922	Authority 002	Auth. Type 20
	Region Forest 1005	District 01	State County AK
	Cong. Dist.	Latitude 55-32-10	Longitude 132-54-50

City of Craig

of

P.O. Box 725

Craig

AK 99921

(hereinafter called the Holder) is hereby authorized to use or occupy National Forest System lands, to use subject to the conditions set out below, on the Tongass National Forest, Craig Ranger District of the National Forest System.

This permit covers approximately 100 acres, and is described as T.74S., R.82E., Section 11, Copper River Meridian, as shown on the location maps and diagrams (Exhibit A) attached to and made a part of this permit, and is issued for the purpose of:

Providing a permanent year round water source for the City of Craig.

Improvements include the following:

- 80' wide dam, intake structure and impoundment of St. Nicholas North Fork Lake as in plan dated 8/88, which is made part of this permit. (Updated diagram on Exhibit A)
- 12" diameter pipeline extending from Shaan-Seet land to referenced lake (small section that is on USFS Lands)
- 14' wide access road (small section at dam that is on USFS Lands)

The above described or defined area shall be referred to herein as the "permit area".

#### TERMS AND CONDITIONS

##### I. AUTHORITY AND GENERAL TERMS OF THE PERMIT

A. Authority. This permit is issued pursuant to the authorities enumerated at Title 36, Code of Federal Regulations, Section 251 Subpart B, as amended. This permit, and the activities or use authorized, shall be subject to the terms and conditions of the Secretary's regulations and any subsequent amendment to them.

B. Authorized Officer. The authorized officer is the Forest Supervisor or a delegated subordinate officer.

C. License. This permit is a license for the use of federally owned land and does not grant any permanent, possessory interest in real property, nor shall this permit constitute a contract for purposes of the Contract Disputes Act of 1978 (41 U.S.C. 611). Loss of the privileges granted by this permit by revocation, termination, or suspension is not compensable to the holder.

D. Amendment. This permit may be amended in whole or in part by the Forest Service when, at the discretion of the authorized officer, such action is deemed necessary or desirable to incorporate new terms, conditions, and stipulations as may be required by law, regulation, land management plans, or other management decisions.

E. Existing Rights. This permit is subject to all valid rights and claims of third parties. The United States is not liable to the holder for the exercise of any such right or claim.

F. Nonexclusive Use and Public Access. Unless expressly provided for in additional terms, use of the permit area is not exclusive. The Forest Service reserves the right to use or allow others to use any part of the permit area, including roads, for any purpose, provided, such use does not materially interfere with the holder's authorized use. A final determination of conflicting uses is reserved to the Forest Service.

G. Forest Service Right of Entry and Inspection. The Forest Service has the right of unrestricted access of the permitted area or facility to ensure compliance with laws, regulations, and ordinances and the terms and conditions of this permit.

H. Assignability. This permit is not assignable or transferable. If the holder through death, voluntary sale or transfer, enforcement of contract, foreclosure, or other valid legal proceeding ceases to be the owner of the improvements, this permit shall terminate.

I. Permit Limitations. Nothing in this permit allows or implies permission to build or maintain any structure or facility, or to conduct any activity unless specifically provided for in this permit. Any use not specifically identified in this permit must be approved by the authorized officer in the form of a new permit or permit amendment.

## II. TENURE AND ISSUANCE OF A NEW PERMIT

A. Expiration at the End of the Authorized Period. This permit will expire at midnight on December 31, 2008. Expiration shall occur by operation of law and shall not require notice, any decision document, or any environmental analysis or other documentation.

B. Construction. Any construction authorized by this permit may commence by n/a and shall be completed by n/a. If construction is not completed within the prescribed time, this permit may be revoked or suspended.

C. Minimum Use or Occupancy of the Permit Area. Use or occupancy of the permit area shall be exercised at n/a days each year, unless otherwise authorized in writing under additional terms of this permit.

D. Notification to Authorized Officer. If the holder desires issuance of a new permit after expiration, the holder shall notify the authorized officer in writing not less than six (6) months prior to the expiration date of this permit.

E. Conditions for Issuance of a New Permit. At the expiration or termination of an existing permit, a new permit may be issued to the holder of the previous permit or to a new holder subject to the following conditions:

1. The authorized use is compatible with the land use allocation in the Forest Land and Resource Management Plan.
2. The permit area is being used for the purposes previously authorized.
3. The permit area is being operated and maintained in accordance with the provisions of the permit.
4. The holder has shown previous good faith compliance with the terms and conditions of all prior or other existing permits, and has not engaged in any activity or transaction contrary to Federal contracts, permits, laws, or regulation.

F. Discretion of Forest Service. Notwithstanding any provisions of any prior or other permit, the authorized officer may prescribe new terms, conditions, and stipulations when a new permit is issued. The decision whether to issue a new permit to a holder or successor in interest is at the absolute discretion of the Forest Service.

## III. RESPONSIBILITIES OF THE HOLDER

A. Compliance with Laws, Regulations, and other Legal Requirements. The holder shall comply with all applicable Federal, State, and local laws, regulations, and standards, including but not limited to, the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Comprehensive Environmental Response, Control, and Liability Act, 42 U.S.C. 9601 et seq., and other relevant environmental laws, as well as public health and safety laws and other laws relating to the siting, construction, operation, and maintenance of any facility, improvement, or equipment on the property.

B. Plans. Plans for development, layout, construction, reconstruction, or alteration of improvements on the permit area, as well as revisions of such plans, must be prepared by a qualified individual acceptable to the authorized officer and shall be approved in writing prior to commencement of work. The holder may be required to furnish as-built plans, maps, or surveys, or other similar information, upon completion of construction.

C. Maintenance. The holder shall maintain the improvements and permit area to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer and consistent with other provisions of this authorization. If requested, the holder shall comply with inspection requirements deemed appropriate by the authorized officer.

D. Hazard Analysis. The holder has a continuing responsibility to identify all hazardous conditions on the permit area which would affect the improvements, resources, or pose a risk of injury to individuals. Any non-emergency actions to abate such hazards shall be performed after consultation with the authorized officer. In emergency situations, the holder shall notify the authorized officer of its actions as soon as possible, but not more than 48 hours, after such actions have been taken.

E. Change of Address. The holder shall immediately notify the authorized officer of a change in address.

F. Change in Ownership. This permit is not assignable and terminates upon change of ownership of the improvements or control of the business entity. The holder shall immediately notify the authorized officer when a change in ownership or control of business entity is pending. Notification by the present holder and potential owner shall be executed using Form FS-2700-3, Special Use Application and Report, or Form FS-2700-3a, Request for Termination of and Application for Special-Use Permit. Upon receipt of the proper documentation, the authorized officer may issue a permit to the party who acquires ownership of, or a controlling interest in, the improvements or business entity.

#### IV. LIABILITY

For purposes of this section, "holder" includes the holder's heirs, assigns, agents, employees, and contractors.

A. The holder assumes all risk of loss to the authorized improvements.

B. The holder shall indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the holder's use or occupancy of the property. The holder's indemnification of the United States shall include any loss by personal injury, loss of life or damage to property in connection with the occupancy or use of the property during the term of this permit. Indemnification shall include, but is not limited to, the value of resources damaged or destroyed; the costs of restoration, cleanup, or other mitigation; fire suppression or other types of abatement costs; third party claims and judgments; and all administrative, interest, and other legal costs. This paragraph shall survive the termination or revocation of this authorization, regardless of cause.

C. The holder has an affirmative duty to protect from damage the land, property, and interests of the United States.

D. In the event of any breach of the conditions of this authorization by the holder, the Authorized Officer may, on reasonable notice, cure the breach for the account at the expense of the holder. If the Forest Service at any time pays any sum of money or does any act which will require payment of money, or incurs any expense, including reasonable attorney's fees, in instituting, prosecuting, and/or defending any action or proceeding to enforce the United States rights hereunder, the sum or sums so paid by the United States, with all interests, costs and damages shall, at the election of the Forest Service, be deemed to be additional fees hereunder and shall be due from the holder to the Forest Service on the first day of the month following such election.

E. With respect to roads, the holder shall be proportionally liable for damages to all roads and trails of the United States open to public use caused by the holder's use to the same extent as provided above, except that liability shall not include reasonable and ordinary wear and tear.

F. The Forest Service has no duty to inspect the permit area or to warn of hazards and, if the Forest Service does inspect the permit area, it shall incur no additional duty nor liability for identified or non-identified hazards. This covenant may be enforced by the United States in a court of competent jurisdiction.

#### V. TERMINATION, REVOCATION, AND SUSPENSION

A. General. For purposes of this permit, "termination", "revocation", and "suspension" refer to the cessation of uses and privileges under the permit.

"Termination" refers to the cessation of the permit under its own terms without the necessity for any decision or action by the authorized officer. Termination occurs automatically when, by the terms of the permit, a fixed or agreed upon condition, event, or time occurs. For example, the permit terminates at expiration. Terminations are not appealable.

"Revocation" refers to an action by the authorized officer to end the permit because of noncompliance with any of the prescribed terms, or for reasons in the public interest. Revocations are appealable.

"Suspension" refers to a revocation which is temporary and the privileges may be restored upon the occurrence of prescribed actions or conditions. Suspensions are appealable.

B. Revocation or Suspension. The Forest Service may suspend or revoke this permit in whole or part for:

1. Noncompliance with Federal, State, or local laws and regulations.
2. Noncompliance with the terms and conditions of this permit.
3. Reasons in the public interest.
4. Abandonment or other failure of the holder to otherwise exercise the privileges granted.

C. Opportunity to Take Corrective Action. Prior to revocation or suspension for cause pursuant to Section V (B), the authorized officer shall give the holder written notice of the grounds for each action and a reasonable time, not to exceed 90 days, to complete the corrective action prescribed by the authorized officer.

D. Removal of Improvements. Prior to abandonment of the improvements or within a reasonable time following revocation or termination of this authorization, the holder shall prepare, for approval by the authorized officer, an abandonment plan for the permit area. The abandonment plan shall address removal of improvements and restoration of the permit area and prescribed time frames for these actions. If the holder fails to remove the improvements or restore the site within the prescribed time period, they become the property of the United States and may be sold, destroyed or otherwise disposed of without any liability to the United States. However, the holder shall remain liable for all cost associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the site.

## VI. FEES

A. Termination for Nonpayment. This permit shall automatically terminate without the necessity of prior notice when land use rental fees are 90 calendar days from the due date in arrears.

B. Fees for this use have been exempted or waived in full pursuant to 36 CFR 251.57, or revisions thereto, and direction in FSH 2709.11, chapter 30.

C. Payment Due Date. The payment due date shall be the close of business on n/a of each calendar year payment is due. Payments due the United States for this use shall be deposited at n/a in the form of a check, draft, or money order payable to "Forest Service, USDA." Payments shall be credited on the date received by the designated Forest Service collection officer or deposit location. If the due date for the fee or fee calculation statement falls on a non workday, the charges shall not apply until the close of business on the next workday.

D. Late Payment Interest. Pursuant to 31 USC 3717, and regulations at 7 CFR Part 3, Subpart B, and 4 CFR Part 102, an interest charge shall be assessed on any payment or financial statement not received by the due date. Interest shall be assessed using the most current rate prescribed by the United States Department of Treasury's Financial Manual (TFM-6-8020). Interest shall accrue from the date the payment or financial statement was due. In the event that two or more billings are required for delinquent accounts, administrative costs to cover processing and handling of the delinquent debt will be assessed.

E. Additional Penalties. In the event of permit termination pursuant to provisions VI (A), and prior to the issuance of a new permit, a penalty of 6 percent per year shall be assessed on any fee amount overdue in excess of 90 days from the payment due date. This penalty shall accrue from the due date of the first billing or the date the fee calculation financial statement was due. The penalty is in addition to interest and any other charges specified in the above paragraph.

F. Disputed Fees. Disputed fees are due and payable by the due date. No appeal of fees will be considered by the Forest Service without full payment of the disputed amount. Adjustments, if necessary, will be made in accordance with settlement terms or appeal decision.

G. Delinquent Fees.

1. Delinquent fees and other charges shall be subject to all rights and remedies afforded the United States pursuant to Federal law and implementing regulations (31 U.S.C. 3711 et seq.).

2. The authorized officer shall require payment of fees owed the United States under any Forest Service authorization before issuance of a new permit.

## VII. OTHER PROVISIONS

A. Members of Congress. No Member of or Delegate to Congress or Resident Commissioner shall benefit from this permit either directly or indirectly, except when the authorized use provides a general benefit to a corporation.

B. Appeals and Remedies. Any discretionary decisions or determinations by the authorized officer are subject to the appeal regulations at 36 CFR 251, Subpart C, or revisions thereto.

C. Superior Clauses. In the event of any conflict between any of the preceding printed clauses or any provision thereof and any of the following clauses or any provision thereof, the preceding printed clauses shall control.

D. Dam Safety (B37):

1. Definitions. The following definitions apply to this clause:

a. Qualified Engineer. An engineer authorized to practice engineering in the field of dams in the State where the dam is located, either by professional registration as provided by State law or by reason of employment by the State or Federal Government.

b. Dam Failure. Catastrophic event characterized by the sudden, rapid, and uncontrolled release of impounded water. It is recognized that there are lesser degrees of failure and that any malfunction or abnormality outside the design assumptions and parameters which adversely affect a dam's primary function of impounding water may also be considered a failure.

c. Rehabilitation or Modification. Repair of major structure deterioration to restore original condition; alteration of structures to meet current design criteria, improve dam stability, enlarge reservoir capacity, or increase spillway and outlet works capacity; replacement of equipment.

d. Hazard Potential. The classification of a dam based on the potential for loss of life or property damage that could occur if the structure failed (FSM 7500).

e. Emergency Action Plan. Formal plan of procedures to prevent or reduce loss of life and property that could occur if the structure failed. The plan does not include flood plain management for the controlled release of floodwaters for which the project is designed.

2. Dam Classification. The dam constructed pursuant to this authorization shall be classified according to its height and storage capacity (water debris or both) as well as its hazard potential as follows:

Height and Storage Capacity (A, B, C, or D): \*\*

Hazard Potential (Low, Moderate, High): \*\*

Classification criteria are contained in FSM 7511, which the Forest Service may amend from time to time.

The provisions of sections 5 and 8 of this clause apply only to dams classified as high hazard, or as otherwise may be specifically provided for in this authorization to address special or unique circumstances.

The hazard potential of the dam shall be reassessed at least every ten years by a qualified engineer retained by the holder, and this information made available to the authorized officer. The Forest Service may change the hazard potential at any time based on changed conditions or new information.

3. Construction, Inspection, Certification, and Project Files. For construction, rehabilitation or improvement, the holder shall provide for inspection by a qualified engineer to ensure adequate control of the work being performed. At a minimum, the qualified engineer shall maintain a daily inspection diary, descriptions of design changes, and records of construction material and foundation tests.

Upon completion of construction, rehabilitation, or improvement, the holder shall forward to the Forest Service a statement from the qualified engineer responsible for inspection certifying that the works were built in accordance with the approved plans and specifications, or approved revisions thereto. No water shall be impounded until approval is given by the authorized officer.

All design notes, as-built plans, and the aforementioned diaries and records shall be maintained in a project file by the holder for the duration of this authorization, and shall be available to the Forest Service or other inspection personnel (not applicable to debris retention dams).

4. Dam Operation and Maintenance Plans. Prior to the storage of water, the holder shall have an approved plan for the operation and maintenance of the dam and appurtenant structures. The plan(s) shall, as a minimum, describe operating requirements and procedures to be followed for the operation of the structure; routine or recurring maintenance required; record keeping to be performed for operation and maintenance; and individuals responsible for implementing the plans. At the time of the operation and maintenance inspection, the plan shall be reviewed and amended as needed by the individual responsible for implementation and the engineer performing any inspection. No plans or amendments thereto shall be valid until approved by the authorized officer.

5. Dam Emergency Action Plan. The following provisions are required for certain hazard classifications identified in section 2. The holder shall, prior to storage of water, prepare an emergency action plan which will include, but not be limited to:

- a. Actions to be taken upon discovery of an unsafe condition or impending failure situation to prevent or delay dam failure, and reduce damage or loss of life from subsequent failure.
- b. Procedures for notification of law enforcement, civil preparedness, and Forest Service personnel.
- c. Procedures for notifying persons in immediate danger of losing life or property.
- d. Maps delineating the area which would be inundated by water, debris, or both in the event of dam failure.
- e. The names of those individuals responsible for activating the plan and carrying out the identified actions.

In preparing the emergency action plan, the holder shall consult and cooperate with appropriate law enforcement and civil preparedness personnel, who may be responsible for implementing all or part of the plan. Emergency action plans shall be reviewed and updated annually, and tested at intervals not exceeding five years.

6. Inspection and Maintenance of Dams. The holder shall have the dam and appurtenant structures inspected by a qualified engineer to determine the state of operation and maintenance at least every \*\* year(s). An inspection shall also be made following earthquakes, major storms, or overflow of spillways other than the service spillway. Two copies of the inspection report shall be provided to the authorized officer within 30 days of the date of inspection.

Repairs or operational changes recommended by the inspecting engineer shall be made by the holder within a reasonable period of time following the inspection, but in no event later than one year from the inspection (unless a longer period of repairs is authorized in writing, or a shorter period is required when such repairs are deemed by the authorized officer as immediately required for reasons of public safety). Upon request by the authorized officer, the holder shall provide a plan of action outlining planned time and methods for performing said repairs or operational changes, and notify the authorized officer when actions are completed. The authorized officer shall specify a completion date for corrective work. If corrective action is not taken by the date specified by the authorized officer, the Forest Service shall have corrective action taken and the holder shall be responsible for all costs including legal and court costs.

7. Forest Service Inspection of Dams. The holder shall allow inspection of the dam and appurtenant structures at any time by the authorized officer. Any condition adversely affecting or which could adversely affect the operation of the facility; safety of the structure or the public, or surrounding lands and resources shall, upon written notice, be corrected or changed by the holder at the holder's expense. The authorized officer shall specify a completion date for corrective work. If corrective action is not taken by the date specified by the authorized officer, the Forest Service shall have corrective action taken and the holder shall be responsible for all costs including legal and court costs. A copy of the Forest Service inspection report shall be provided to the holder.

An inspection performed by the Forest Service does not relieve the holder of the responsibility of ensuring that inspections are made in accordance with section 6 of this clause.

8. Dam Safety Evaluations. This provision is required for certain hazard classifications identified in section 2.

Beginning in \*\* and at 5-year intervals thereafter, the holder shall have a formal dam safety evaluation performed by a qualified engineer to verify the safety and integrity of the dam and appurtenant structures. The evaluation will include, but is not limited to, a detailed field inspection of the dam and appurtenant structures and a review of all pertinent documents, such as investigation, design, construction, instrumentation, operation, maintenance, and inspection records. The evaluation shall be based on current accepted design criteria and practices. The holder shall provide two copies of the evaluation report to the authorized officer and Regional Engineer. Based on this report, the authorized officer may require the holder to perform additional evaluations pursuant to such standards as the officer may define and may require rehabilitation or modification of the structure within a reasonable time.

9. Right of Action To Abate Emergency Situations. In situations where the authorized officer determines on the available facts that there is danger of a dam failure for any reason, such officer may exercise discretionary authority to enter upon the structure and appurtenances authorized herein and take such actions as are necessary to abate or otherwise prevent a failure. Such actions include, but are not limited to, lowering the level of the impounded waters utilizing existing structures or by artificial breach of the dam. In the event that such actions are taken, the United States shall not indemnify or otherwise be liable to the holder for losses or damages, including losses or damages to the structure or the value of impounded waters. The holder shall be responsible for all costs including legal and court costs. The failure of the Forest Service to exercise any discretion under this provision shall not be a violation of any duty by the United States, and shall not relieve the holder of any and all liability for damages in the event of a dam failure.

10. Liability. The activities permitted by this authorization shall be deemed a high risk use and occupancy. Sole responsibility for the safety of the dam and associated facilities and any liability resulting therefrom shall be on the holder and his successors, agents, or assigns. Pursuant to 36 CFR 251.56(d), or its replacement, the holder shall be liable for injury, loss, or damage resulting from this authorization regardless of the holder's fault or negligence. Maximum strict liability shall not exceed \$1,000,000.00 except as that amount may be changed in the aforementioned regulations.

In addition to all waivers and limitations on liability of the United States under this authorization, the provisions of 33 U.S.C. 702(c) shall apply to any damages from or by floods or flood waters at any place.

E. Reservoir Storage Increase (X20): The Forest Service reserves the right to issue additional authorizations to other applicants to increase the storage capacity of this site if such action proves feasible. No authorization will be granted for additional facilities that will jeopardize the privileges granted by this authorization. Any additional authorizations permitting larger facilities will provide for payment of costs, including the cost of construction of the original project works, on a cost-

benefit ratio mutually agreeable to the holder and the new applicant. If the holder and applicant cannot agree on division of costs, the Forest Service shall decide on an equitable division between the old and new works.

F. Water Rights Acquired in the Name of the United States (X99): All water rights obtained by the holder for use on the area authorized must be acquired in the name of the United States.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082.

This information is needed by the Forest Service to evaluate requests to use National Forest System lands and manage those lands to protect natural resources, administer the use, and ensure public health and safety. This information is required to obtain or retain a benefit. The authority for that requirement is provided by the Organic Act of 1897 and the Federal Land Policy and Management Act of 1976, which authorize the Secretary of Agriculture to promulgate rules and regulations for authorizing and managing National Forest System lands. These statutes, along with the Term Permit Act, National Forest Ski Area Permit Act, Granger-Thye Act, Mineral Leasing Act, Alaska Term Permit Act, Act of September 3, 1954, Wilderness Act, National Forest Roads and Trails Act, Act of November 16, 1973, Archeological Resources Protection Act, and Alaska National Interest Lands Conservation Act, authorize the Secretary of Agriculture to issue authorizations for the use and occupancy of National Forest System lands. The Secretary of Agriculture's regulations at 36 CFR Part 251, Subpart B, establish procedures for issuing those authorizations.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

Public reporting burden for collection of information, if requested, is estimated to average 1 hour per response for annual financial information; average 1 hour per response to prepare or update operation and/or maintenance plan; average 1 hour per response for inspection reports; and an average of 1 hour for each request that may include such things as reports, logs, facility and user information, sublease information, and other similar miscellaneous information requests. This includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM, AG Box 7630, Washington D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB # 0596-0082), Washington, D.C. 20503.

This permit is accepted subject to the conditions set out above.

CITY OF CRAIG

U.S. DEPARTMENT OF AGRICULTURE  
Forest Service

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

City of Craig

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

DALE J. KANEN  
District Ranger

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

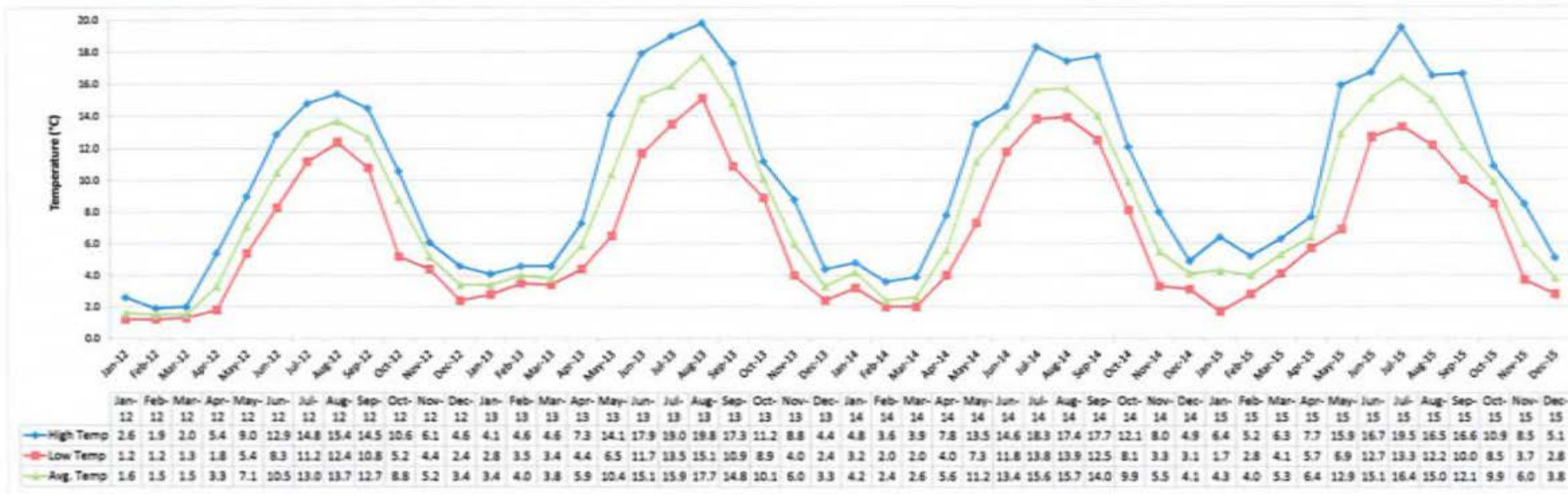
January 8, 1999

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

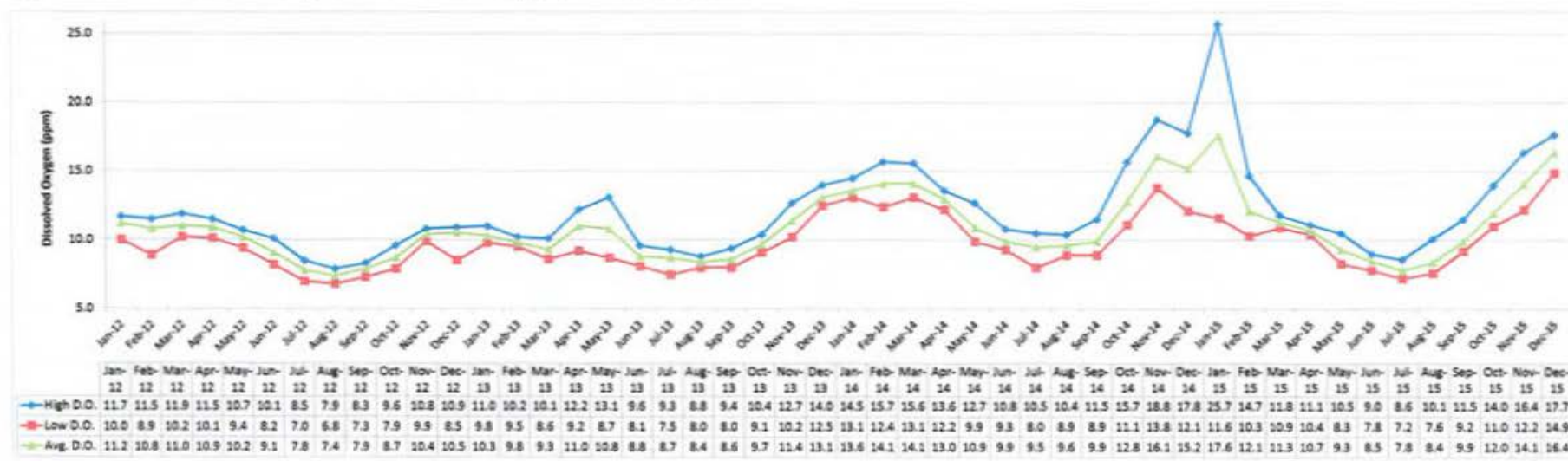
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Appendix F. Port Saint Nicholas Hatchery ambient water temperature profile from 2012 to 2015.



Appendix G. Port Saint Nicholas Hatchery ambient water dissolved oxygen profile from 2012 to 2015.



# APPENDIX H: WATER FLOW DATA

## CITY OF CRAIG NORTH FORK LAKE FLOW DATA 1990 & 91

Date	Staff Gage	Weir CFS Tablex39'	Total CFS	Total GPS	Total MGD
01/02/90	0.34	27.30	30.30	226.64	19.58
01/05/90	1.53	253.50	256.50	1918.62	165.77
01/08/90	0.82	97.97	100.97	755.26	65.25
01/15/90	0.14	8.19	11.19	83.70	7.23
04/12/90	0.36	29.64	32.64	244.15	21.09
04/23/90	0.38	31.98	34.98	261.65	22.61
04/26/90	0.24	16.77	19.77	147.88	12.78
05/03/90	0.20	12.87	15.87	118.71	10.26
05/17/90	0.05	2.34	5.34	39.94	3.45
05/25/90	0.02	0.78	3.78	28.27	2.44
06/04/90	-0.10	0	3.00	22.44	1.94
06/07/90	-0.15	0	3.00	22.44	1.94
06/22/90	-0.10	0	3.00	22.44	1.94
06/27/90	0.90	113.10	116.10	868.43	75.03
07/06/90	0.01	0.39	3.39	25.36	2.19
07/13/90	0.17	10.53	13.53	101.20	8.74
08/06/90	0.34	27.30	30.30	226.64	19.58
08/10/90	0.23	15.60	18.60	139.13	12.02
08/29/90	0.11	5.85	8.85	66.20	5.72
09/10/90	0.05	2.34	5.34	39.94	3.45
10/08/90	1.83	331.89	334.89	2504.98	216.43
10/09/90	0.45	40.95	43.95	328.75	28.40
10/16/90	0.12	6.63	9.63	72.03	6.22
10/31/90	0.00	0.00	3.00	22.44	1.94
04/05/91	0.40	34.13	37.13	277.73	24.00
06/16/91	0.20	12.87	15.87	118.71	10.26
06/23/91	-0.22	0.00	3.00	22.44	1.94
06/28/91	-0.65	0.00	3.00	22.44	1.94
MAX	1.83	331.89	334.89	2504.98	216.43
MIN	-0.65	0.00	3.00	22.44	1.94
AVG	0.27	38.68	41.68	311.73	26.93

### NOTES:

- 1: Stop logs placed in dam on 04/30/89
- 2: Main weir is 39 feet long
- 3: Intake weir is 9 feet wide
  - 3a: elvation is 0.10 lower than main weir
  - 3b: intake weir discharge values are not included or calculated in this data
- 4: City is not using water from this source during this time period
- 5: Volume of 6" underdrain is assumed to be 3 CFS
  - 5a: Based on standard nomograph for pipe size, head loss & discharge for DI pipe
  - 5b: This volume is added to the calculated data for the main weir
- 6: Weir CFS is calculated from standard Hydraulic Tables by Hazen and Williams, enclosed
  - 6a: Main weir is 39.0' wide
  - 6b: Approach velocity assumed to be 0.0
  - 6c: Use P = 4ft. & 5ft.

## CITY OF CRAIG NORTH FORK LAKE FLOW DATA 1989

Date	Staff Gage	Weir CFS Tablex39'	Total CFS	Total GPS	Total MGD
05/02/89	0.02	0.78	3.78	28.27	2.44
05/04/89	0.21	13.85	16.85	126.04	10.89
05/09/89	0.45	40.95	43.95	328.75	28.40
05/11/89	0.30	22.62	25.62	191.64	16.56
05/24/89	0.08	4.29	7.29	54.53	4.71
05/31/89	0.13	7.41	10.41	77.87	6.73
06/09/89	-0.05	0	3	22.44	1.94
06/16/89	0.15	8.97	11.97	89.54	7.74
06/20/89	0.05	2.34	5.34	39.94	3.45
06/28/89	-0.13	0	3	22.44	1.94
06/30/89	-0.22	0	3	22.44	1.94
07/03/89	-0.33	0	3	22.44	1.94
07/06/89	-0.45	0	3	22.44	1.94
07/07/89	-0.48	0	3	22.44	1.94
07/10/89	-0.60	0	3	22.44	1.94
07/11/89	-0.63	0	3	22.44	1.94
07/12/89	-0.69	0	3	22.44	1.94
07/13/89	-0.75	0	3	22.44	1.94
07/14/89	-0.76	0	3	22.44	1.94
07/17/89	-0.75	0	3	22.44	1.94
07/19/89	-0.75	0	3	22.44	1.94
07/26/89	-0.55	0	3	22.44	1.94
08/04/89	-0.52	0	3	22.44	1.94
08/11/89	-0.40	0	3	22.44	1.94
08/15/89	-0.20	0	3	22.44	1.94
08/21/89	0.40	34.13	37.13	277.73	24.00
08/25/89	0.00	0	3	22.44	1.94
08/30/89	-0.20	0	3	22.44	1.94
09/05/89	0.40	34.13	37.13	277.73	24.00
09/12/89	-0.05	0	3	22.44	1.94
09/18/89	0.56	55.77	58.77	439.60	37.98
09/25/89	0.10	5.07	8.07	60.36	5.22
09/30/89	0.29	21.65	24.65	184.38	15.93
10/04/89	0.53	20.48	23.48	175.63	15.17
10/09/89	1.05	142.74	145.74	1090.14	94.19
10/10/89	0.48	44.46	47.46	355.00	30.67
10/12/89	0.39	33.15	36.15	270.40	23.36
10/13/89	0.24	16.77	19.77	147.88	12.78
10/16/89	0.08	4.29	7.29	54.53	4.71
10/17/89	0.22	14.82	17.82	133.29	11.52
10/20/89	0.28	20.67	23.67	177.05	15.30
10/23/89	0.14	8.19	11.19	83.70	7.23
10/24/89	0.09	4.68	7.68	57.45	4.96
10/27/89	0.15	8.97	11.97	89.54	7.74
10/30/89	0.31	23.79	26.79	200.39	17.31
10/31/89	0.18	11.31	14.31	107.04	9.25

11/03/89	0.57	57.33	60.33	451.27	38.99
11/08/89	0.82	99.45	102.45	766.33	66.21
11/09/89	0.32	24.96	27.96	209.14	18.07
11/10/89	0.30	22.62	25.62	191.64	16.56
11/20/89	0.20	12.87	15.87	118.71	10.26
11/27/89	1.29	195.39	198.39	1483.96	128.21
12/01/89	0.39	33.15	36.15	270.40	23.36
12/02/89	0.97	126.75	129.75	970.53	83.85
12/04/89	0.78	91.34	94.34	705.66	60.97
12/07/89	0.19	12.09	15.09	112.87	9.75
12/12/89	0.27	19.70	22.70	169.80	14.67
12/19/89	0.50	47.19	50.19	375.42	32.44
12/27/89	0.38	31.98	34.98	261.65	22.61

MAX	1.29	195.39	198.39	1483.96	128.21
MIN	-0.76	0.00	3.00	22.44	1.94
AVG	0.10	23.41	26.41	197.54	17.07

## BRIDGE POWER HOUSE (208 feet of head)

(LOGREAD2 PRINTOUT)

May 12 1993 start:

DAY:	12	Temp = 7.0 C	Weir = 0.03 feet	Flow = 4.37 CFS	Power = 61 KW
DAY:	13	Temp = 7.6 C	Weir = 0.04 feet	Flow = 4.74 CFS	Power = 67 KW
DAY:	14	Temp = 7.6 C	Weir = 0.08 feet	Flow = 6.95 CFS	Power = 98 KW
DAY:	15	Temp = 7.7 C	Weir = 0.06 feet	Flow = 5.57 CFS	Power = 78 KW
DAY:	16	Temp = 7.6 C	Weir = 0.10 feet	Flow = 8.00 CFS	Power = 113 KW
DAY:	17	Temp = 7.7 C	Weir = 0.14 feet	Flow = 10.90 CFS	Power = 153 KW
DAY:	18	Temp = 8.0 C	Weir = 0.12 feet	Flow = 9.12 CFS	Power = 128 KW
DAY:	19	Temp = 7.9 C	Weir = 0.09 feet	Flow = 7.50 CFS	Power = 106 KW
DAY:	20	Temp = 7.8 C	Weir = 0.13 feet	Flow = 10.32 CFS	Power = 145 KW
DAY:	21	Temp = 7.9 C	Weir = 0.14 feet	Flow = 10.94 CFS	Power = 154 KW
DAY:	22	Temp = 7.9 C	Weir = 0.12 feet	Flow = 9.16 CFS	Power = 129 KW
DAY:	23	Temp = 8.0 C	Weir = 0.13 feet	Flow = 9.75 CFS	Power = 137 KW
DAY:	24	Temp = 8.1 C	Weir = 0.07 feet	Flow = 6.08 CFS	Power = 86 KW
DAY:	25	Temp = 8.3 C	Weir = 0.04 feet	Flow = 4.82 CFS	Power = 68 KW
DAY:	26	Temp = 8.4 C	Weir = 0.02 feet	Flow = 3.78 CFS	Power = 53 KW
DAY:	27	Temp = 8.6 C	Weir = -0.00 feet	Flow = 3.00 CFS	Power = 42 KW
DAY:	28	Temp = 8.7 C	Weir = -0.03 feet	Flow = 3.00 CFS	Power = 42 KW
DAY:	29	Temp = 8.5 C	Weir = -0.09 feet	Flow = 3.00 CFS	Power = 42 KW
DAY:	30	Temp = 8.4 C	Weir = -0.11 feet	Flow = 3.00 CFS	Power = 42 KW
DAY:	31	Temp = 8.7 C	Weir = -0.14 feet	Flow = 3.00 CFS	Power = 42 KW

June 1993:

DAY:	1	Temp = 8.4 C	Weir = -0.16 feet	Flow = 3.00 CFS	Power = 42 KW
DAY:	2	Temp = 8.4 C	Weir = -0.15 feet	Flow = 3.00 CFS	Power = 42 KW
DAY:	3	Temp = 8.5 C	Weir = -0.18 feet	Flow = 3.00 CFS	Power = 42 KW
DAY:	4	Temp = 8.6 C	Weir = -0.17 feet	Flow = 3.00 CFS	Power = 42 KW
DAY:	5	Temp = 8.5 C	Weir = -0.23 feet	Flow = 3.00 CFS	Power = 42 KW
DAY:	6	Temp = 8.3 C	Weir = -0.22 feet	Flow = 3.00 CFS	Power = 42 KW
DAY:	7	Temp = 8.3 C	Weir = -0.24 feet	Flow = 3.00 CFS	Power = 42 KW
DAY:	8	Temp = 8.3 C	Weir = -0.23 feet	Flow = 3.00 CFS	Power = 42 KW
DAY:	9	Temp = 8.1 C	Weir = -0.22 feet	Flow = 3.00 CFS	Power = 42 KW
DAY:	10	Temp = 8.0 C	Weir = -0.12 feet	Flow = 3.00 CFS	Power = 42 KW
DAY:	11	Temp = 8.1 C	Weir = -0.08 feet	Flow = 3.00 CFS	Power = 42 KW
DAY:	12	Temp = 8.0 C	Weir = -0.07 feet	Flow = 3.00 CFS	Power = 42 KW
DAY:	13	Temp = 8.2 C	Weir = -0.09 feet	Flow = 3.00 CFS	Power = 42 KW
DAY:	14	Temp = 8.3 C	Weir = -0.12 feet	Flow = 3.00 CFS	Power = 42 KW
DAY:	15	Temp = 8.4 C	Weir = -0.14 feet	Flow = 3.00 CFS	Power = 42 KW
DAY:	16	Temp = 8.2 C	Weir = -0.17 feet	Flow = 3.00 CFS	Power = 42 KW
DAY:	17	Temp = 8.2 C	Weir = -0.16 feet	Flow = 3.00 CFS	Power = 42 KW
DAY:	18	Temp = 8.2 C	Weir = -0.15 feet	Flow = 3.00 CFS	Power = 42 KW
DAY:	19	Temp = 8.1 C	Weir = -0.08 feet	Flow = 3.00 CFS	Power = 42 KW
DAY:	20	Temp = 8.1 C	Weir = 0.10 feet	Flow = 7.77 CFS	Power = 109 KW
DAY:	21	Temp = 8.2 C	Weir = 0.17 feet	Flow = 13.21 CFS	Power = 186 KW
DAY:	22	Temp = 8.1 C	Weir = 0.18 feet	Flow = 13.90 CFS	Power = 196 KW
DAY:	23	Temp = 8.2 C	Weir = 0.19 feet	Flow = 14.61 CFS	Power = 206 KW
DAY:	24	Temp = 8.0 C	Weir = 0.23 feet	Flow = 18.32 CFS	Power = 258 KW
DAY:	25	Temp = 8.1 C	Weir = 0.30 feet	Flow = 25.81 CFS	Power = 363 KW
DAY:	26	Temp = 8.0 C	Weir = 0.47 feet	Flow = 46.78 CFS	Power = 659 KW
DAY:	27	Temp = 8.0 C	Weir = 0.48 feet	Flow = 47.91 CFS	Power = 675 KW
DAY:	28	Temp = 7.9 C	Weir = 0.43 feet	Flow = 40.36 CFS	Power = 568 KW
DAY:	29	Temp = 8.0 C	Weir = 0.40 feet	Flow = 37.29 CFS	Power = 525 KW
DAY:	30	Temp = 8.0 C	Weir = 0.38 feet	Flow = 34.30 CFS	Power = 483 KW

July 1993:

DAY:	1	Temp = 8.0 C	Weir = 0.35 feet	Flow = 31.41 CFS	Power = 442 KW
DAY:	2	Temp = 8.0 C	Weir = 0.33 feet	Flow = 28.61 CFS	Power = 403 KW
DAY:	3	Temp = 8.0 C	Weir = 0.30 feet	Flow = 25.02 CFS	Power = 345 KW
DAY:	4	Temp = 8.0 C	Weir = 0.31 feet	Flow = 26.83 CFS	Power = 370 KW
DAY:	5	Temp = 8.0 C	Weir = 0.32 feet	Flow = 27.74 CFS	Power = 381 KW
DAY:	6	Temp = 8.0 C	Weir = 0.33 feet	Flow = 28.67 CFS	Power = 401 KW

DAY:	7	Temp	=	8.1	C	Weir	=	0.30	feet	Flow	=	25.98	CFS	Power	=	366	KW
DAY:	8	Temp	=	8.3	C	Weir	=	0.28	feet	Flow	=	23.38	CFS	Power	=	329	KW
DAY:	9	Temp	=	8.4	C	Weir	=	0.25	feet	Flow	=	20.90	CFS	Power	=	294	KW
DAY:	10	Temp	=	8.4	C	Weir	=	0.23	feet	Flow	=	18.52	CFS	Power	=	261	KW
DAY:	11	Temp	=	8.6	C	Weir	=	0.21	feet	Flow	=	16.26	CFS	Power	=	229	KW
DAY:	12	Temp	=	8.7	C	Weir	=	0.38	feet	Flow	=	34.49	CFS	Power	=	486	KW
DAY:	13	Temp	=	8.7	C	Weir	=	0.49	feet	Flow	=	48.19	CFS	Power	=	679	KW
DAY:	14	Temp	=	8.8	C	Weir	=	0.46	feet	Flow	=	44.90	CFS	Power	=	632	KW
DAY:	15	Temp	=	8.9	C	Weir	=	0.47	feet	Flow	=	46.01	CFS	Power	=	648	KW
DAY:	16	Temp	=	9.0	C	Weir	=	0.44	feet	Flow	=	42.78	CFS	Power	=	602	KW
DAY:	17	Temp	=	8.9	C	Weir	=	0.39	feet	Flow	=	35.56	CFS	Power	=	501	KW
DAY:	18	Temp	=	8.9	C	Weir	=	0.36	feet	Flow	=	32.63	CFS	Power	=	459	KW
DAY:	19	Temp	=	8.9	C	Weir	=	0.34	feet	Flow	=	29.79	CFS	Power	=	419	KW
DAY:	20	Temp	=	8.9	C	Weir	=	0.31	feet	Flow	=	27.06	CFS	Power	=	381	KW
DAY:	21	Temp	=	8.6	C	Weir	=	0.32	feet	Flow	=	27.98	CFS	Power	=	394	KW
DAY:	22	Temp	=	8.4	C	Weir	=	0.43	feet	Flow	=	40.76	CFS	Power	=	574	KW
DAY:	23	Temp	=	8.4	C	Weir	=	0.54	feet	Flow	=	55.25	CFS	Power	=	778	KW
DAY:	24	Temp	=	8.5	C	Weir	=	0.58	feet	Flow	=	61.25	CFS	Power	=	862	KW
DAY:	25	Temp	=	8.5	C	Weir	=	0.59	feet	Flow	=	62.50	CFS	Power	=	880	KW
DAY:	26	Temp	=	8.5	C	Weir	=	0.63	feet	Flow	=	68.77	CFS	Power	=	968	KW
DAY:	27	Temp	=	8.6	C	Weir	=	0.67	feet	Flow	=	75.26	CFS	Power	=	1060	KW
DAY:	28	Temp	=	8.7	C	Weir	=	0.68	feet	Flow	=	76.60	CFS	Power	=	1078	KW
DAY:	29	Temp	=	8.5	C	Weir	=	0.85	feet	Flow	=	106.21	CFS	Power	=	1495	KW
DAY:	30	Temp	=	8.5	C	Weir	=	0.89	feet	Flow	=	113.79	CFS	Power	=	1602	KW
DAY:	31	Temp	=	8.5	C	Weir	=	0.77	feet	Flow	=	91.72	CFS	Power	=	1291	KW

# August 1993:

DAY:	1	Temp	=	8.5	C	Weir	=	0.71	feet	Flow	=	82.04	CFS	Power	=	1155	KW
DAY:	2	Temp	=	8.6	C	Weir	=	0.68	feet	Flow	=	78.03	CFS	Power	=	1099	KW
DAY:	3	Temp	=	8.9	C	Weir	=	0.66	feet	Flow	=	74.09	CFS	Power	=	1043	KW
DAY:	4	Temp	=	9.0	C	Weir	=	0.64	feet	Flow	=	70.23	CFS	Power	=	989	KW
DAY:	5	Temp	=	8.9	C	Weir	=	0.61	feet	Flow	=	66.44	CFS	Power	=	936	KW
DAY:	6	Temp	=	8.9	C	Weir	=	0.55	feet	Flow	=	57.88	CFS	Power	=	815	KW
DAY:	7	Temp	=	8.7	C	Weir	=	0.53	feet	Flow	=	54.36	CFS	Power	=	765	KW
DAY:	8	Temp	=	8.9	C	Weir	=	0.50	feet	Flow	=	50.92	CFS	Power	=	717	KW
DAY:	9	Temp	=	9.4	C	Weir	=	0.48	feet	Flow	=	47.56	CFS	Power	=	670	KW
DAY:	10	Temp	=	8.9	C	Weir	=	0.46	feet	Flow	=	44.29	CFS	Power	=	624	KW
DAY:	11	Temp	=	8.8	C	Weir	=	0.43	feet	Flow	=	41.10	CFS	Power	=	579	KW
DAY:	12	Temp	=	8.7	C	Weir	=	0.44	feet	Flow	=	42.18	CFS	Power	=	594	KW
DAY:	13	Temp	=	8.8	C	Weir	=	0.51	feet	Flow	=	52.16	CFS	Power	=	734	KW
DAY:	14	Temp	=	8.8	C	Weir	=	0.59	feet	Flow	=	62.89	CFS	Power	=	886	KW
DAY:	15	Temp	=	8.7	C	Weir	=	0.60	feet	Flow	=	64.15	CFS	Power	=	903	KW
DAY:	16	Temp	=	8.8	C	Weir	=	0.57	feet	Flow	=	60.49	CFS	Power	=	852	KW
DAY:	17	Temp	=	8.7	C	Weir	=	0.68	feet	Flow	=	77.02	CFS	Power	=	1084	KW
DAY:	18	Temp	=	8.7	C	Weir	=	0.75	feet	Flow	=	89.31	CFS	Power	=	1258	KW
DAY:	19	Temp	=	8.7	C	Weir	=	0.76	feet	Flow	=	90.74	CFS	Power	=	1278	KW
DAY:	20	Temp	=	8.7	C	Weir	=	0.74	feet	Flow	=	86.57	CFS	Power	=	1219	KW
DAY:	21	Temp	=	8.6	C	Weir	=	0.78	feet	Flow	=	93.62	CFS	Power	=	1318	KW
DAY:	22	Temp	=	8.6	C	Weir	=	0.82	feet	Flow	=	100.86	CFS	Power	=	1420	KW
DAY:	23	Temp	=	8.3	C	Weir	=	0.79	feet	Flow	=	96.53	CFS	Power	=	1359	KW
DAY:	24	Temp	=	8.3	C	Weir	=	0.77	feet	Flow	=	92.26	CFS	Power	=	1299	KW
DAY:	25	Temp	=	8.3	C	Weir	=	0.78	feet	Flow	=	93.71	CFS	Power	=	1319	KW
DAY:	26	Temp	=	8.2	C	Weir	=	0.79	feet	Flow	=	95.16	CFS	Power	=	1340	KW
DAY:	27	Temp	=	8.3	C	Weir	=	0.79	feet	Flow	=	96.62	CFS	Power	=	1360	KW
DAY:	28	Temp	=	8.4	C	Weir	=	0.80	feet	Flow	=	98.09	CFS	Power	=	1381	KW
DAY:	29	Temp	=	8.5	C	Weir	=	0.81	feet	Flow	=	99.56	CFS	Power	=	1402	KW
DAY:	30	Temp	=	8.4	C	Weir	=	0.79	feet	Flow	=	95.25	CFS	Power	=	1341	KW
DAY:	31	Temp	=	8.4	C	Weir	=	0.83	feet	Flow	=	102.54	CFS	Power	=	1444	KW

August 1993:

DAY:	1	Temp	=	8.4	C	Weir	=	0.87	feet	Flow	=	110.03	CFS	Power	=	1549	KW
DAY:	2	Temp	=	8.5	C	Weir	=	0.91	feet	Flow	=	117.71	CFS	Power	=	1657	KW

DAY:	3	Temp = 8.5 C	Weir = 0.89 feet	Flow = 113.12 CFS	Power = 1593 KW
DAY:	4	Temp = 8.6 C	Weir = 0.86 feet	Flow = 108.59 CFS	Power = 1529 KW
DAY:	5	Temp = 8.6 C	Weir = 0.87 feet	Flow = 110.12 CFS	Power = 1551 KW
DAY:	6	Temp = 8.6 C	Weir = 0.85 feet	Flow = 105.65 CFS	Power = 1487 KW
DAY:	7	Temp = 8.5 C	Weir = 0.85 feet	Flow = 107.16 CFS	Power = 1509 KW
DAY:	8	Temp = 8.7 C	Weir = 0.83 feet	Flow = 102.73 CFS	Power = 1446 KW
DAY:	9	Temp = 8.7 C	Weir = 0.84 feet	Flow = 104.23 CFS	Power = 1468 KW
DAY:	10	Temp = 8.4 C	Weir = 0.81 feet	Flow = 99.84 CFS	Power = 1406 KW
DAY:	11	Temp = 8.4 C	Weir = 0.82 feet	Flow = 101.33 CFS	Power = 1427 KW
DAY:	12	Temp = 8.4 C	Weir = 0.83 feet	Flow = 102.82 CFS	Power = 1448 KW
DAY:	13	Temp = 8.4 C	Weir = 0.84 feet	Flow = 104.33 CFS	Power = 1469 KW
DAY:	14	Temp = 8.4 C	Weir = 0.85 feet	Flow = 105.84 CFS	Power = 1490 KW
DAY:	15	Temp = 8.4 C	Weir = 0.85 feet	Flow = 107.36 CFS	Power = 1512 KW
DAY:	16	Temp = 8.4 C	Weir = 0.83 feet	Flow = 102.92 CFS	Power = 1449 KW
DAY:	17	Temp = 8.3 C	Weir = 0.84 feet	Flow = 104.42 CFS	Power = 1470 KW
DAY:	18	Temp = 8.2 C	Weir = 0.88 feet	Flow = 111.96 CFS	Power = 1576 KW
DAY:	19	Temp = 8.2 C	Weir = 0.89 feet	Flow = 113.51 CFS	Power = 1598 KW
DAY:	20	Temp = 8.2 C	Weir = 0.90 feet	Flow = 115.06 CFS	Power = 1620 KW
DAY:	21	Temp = 8.2 C	Weir = 0.87 feet	Flow = 110.51 CFS	Power = 1556 KW
DAY:	22	Temp = 8.1 C	Weir = 1.47 feet	Flow = 240.32 CFS	Power = 3384 KW
DAY:	23	Temp = 8.2 C	Weir = 1.61 feet	Flow = 275.79 CFS	Power = 3883 KW
DAY:	24	Temp = 8.1 C	Weir = 1.42 feet	Flow = 228.34 CFS	Power = 3215 KW
DAY:	25	Temp = 8.0 C	Weir = 1.50 feet	Flow = 246.54 CFS	Power = 3471 KW
DAY:	26	Temp = 8.0 C	Weir = 1.37 feet	Flow = 216.58 CFS	Power = 3050 KW
DAY:	27	Temp = 8.1 C	Weir = 1.25 feet	Flow = 188.14 CFS	Power = 2649 KW
DAY:	28	Temp = 8.1 C	Weir = 1.23 feet	Flow = 182.65 CFS	Power = 2572 KW
DAY:	29	Temp = 7.9 C	Weir = 1.33 feet	Flow = 207.01 CFS	Power = 2915 KW
DAY:	30	Temp = 8.0 C	Weir = 1.27 feet	Flow = 193.80 CFS	Power = 2729 KW

October 1993:

DAY:	1	Temp = 8.1 C	Weir = 1.22 feet	Flow = 180.92 CFS	Power = 2547 KW
DAY:	2	Temp = 8.0 C	Weir = 1.19 feet	Flow = 175.52 CFS	Power = 2471 KW
DAY:	3	Temp = 8.1 C	Weir = 1.17 feet	Flow = 170.18 CFS	Power = 2396 KW
DAY:	4	Temp = 8.1 C	Weir = 1.28 feet	Flow = 193.92 CFS	Power = 2730 KW
DAY:	5	Temp = 8.0 C	Weir = 1.38 feet	Flow = 218.82 CFS	Power = 3081 KW
DAY:	6	Temp = 7.9 C	Weir = 1.29 feet	Flow = 197.73 CFS	Power = 2784 KW
DAY:	7	Temp = 7.9 C	Weir = 1.27 feet	Flow = 192.14 CFS	Power = 2705 KW
DAY:	8	Temp = 7.9 C	Weir = 1.21 feet	Flow = 179.30 CFS	Power = 2525 KW
DAY:	9	Temp = 7.9 C	Weir = 1.22 feet	Flow = 181.15 CFS	Power = 2551 KW
DAY:	10	Temp = 7.8 C	Weir = 1.19 feet	Flow = 175.75 CFS	Power = 2474 KW
DAY:	11	Temp = 7.9 C	Weir = 1.17 feet	Flow = 170.40 CFS	Power = 2399 KW
DAY:	12	Temp = 7.8 C	Weir = 1.18 feet	Flow = 172.22 CFS	Power = 2425 KW
DAY:	13	Temp = 7.8 C	Weir = 1.15 feet	Flow = 166.91 CFS	Power = 2350 KW
DAY:	14	Temp = 7.8 C	Weir = 1.13 feet	Flow = 161.68 CFS	Power = 2276 KW
DAY:	15	Temp = 7.7 C	Weir = 1.14 feet	Flow = 163.45 CFS	Power = 2301 KW
DAY:	16	Temp = 7.7 C	Weir = 1.28 feet	Flow = 194.28 CFS	Power = 2735 KW
DAY:	17	Temp = 7.7 C	Weir = 1.91 feet	Flow = 357.80 CFS	Power = 5038 KW
DAY:	18	Temp = 7.6 C	Weir = 1.65 feet	Flow = 287.43 CFS	Power = 4047 KW
DAY:	19	Temp = 7.5 C	Weir = 1.63 feet	Flow = 280.97 CFS	Power = 3956 KW
DAY:	20	Temp = 7.5 C	Weir = 1.90 feet	Flow = 355.55 CFS	Power = 5006 KW
DAY:	21	Temp = 7.4 C	Weir = 2.14 feet	Flow = 426.65 CFS	Power = 6007 KW
DAY:	22	Temp = 7.4 C	Weir = 2.64 feet	Flow = 592.41 CFS	Power = 8341 KW
DAY:	23	Temp = 7.3 C	Weir = 2.02 feet	Flow = 391.78 CFS	Power = 5516 KW
DAY:	24	Temp = 7.3 C	Weir = 1.64 feet	Flow = 283.30 CFS	Power = 3989 KW
DAY:	25	Temp = 7.2 C	Weir = 2.34 feet	Flow = 489.43 CFS	Power = 6891 KW
DAY:	26	Temp = 6.9 C	Weir = 0.21 feet	Flow = 16.79 CFS	Power = 236 KW
DAY:	27	Temp = 5.5 C	Weir = 1.01 feet	Flow = 136.65 CFS	Power = 1924 KW
DAY:	28	Temp = 6.3 C	Weir = 1.08 feet	Flow = 151.72 CFS	Power = 2136 KW
DAY:	29	Temp = 6.7 C	Weir = 0.79 feet	Flow = 133.44 CFS	Power = 1877 KW
DAY:	30	Temp = 6.4 C	Weir = 0.70 feet	Flow = 81.29 CFS	Power = 1145 KW
DAY:	1	Temp = 5.3 C	Weir = 0.45 feet	Flow = 43.54 CFS	Power = 613 KW

## November 1993:

DAY:	1	Temp = 5.5 C	Weir = 0.23 feet	Flow = 18.38 CFS	Power = 259 KW
DAY:	2	Temp = 5.0 C	Weir = 0.20 feet	Flow = 16.13 CFS	Power = 227 KW
DAY:	3	Temp = 5.7 C	Weir = 0.31 feet	Flow = 26.78 CFS	Power = 377 KW
DAY:	4	Temp = 5.8 C	Weir = 0.25 feet	Flow = 20.80 CFS	Power = 293 KW
DAY:	5	Temp = 5.8 C	Weir = 0.16 feet	Flow = 12.67 CFS	Power = 178 KW
DAY:	6	Temp = 5.6 C	Weir = 0.17 feet	Flow = 13.35 CFS	Power = 188 KW
DAY:	7	Temp = 5.7 C	Weir = 0.15 feet	Flow = 11.39 CFS	Power = 160 KW

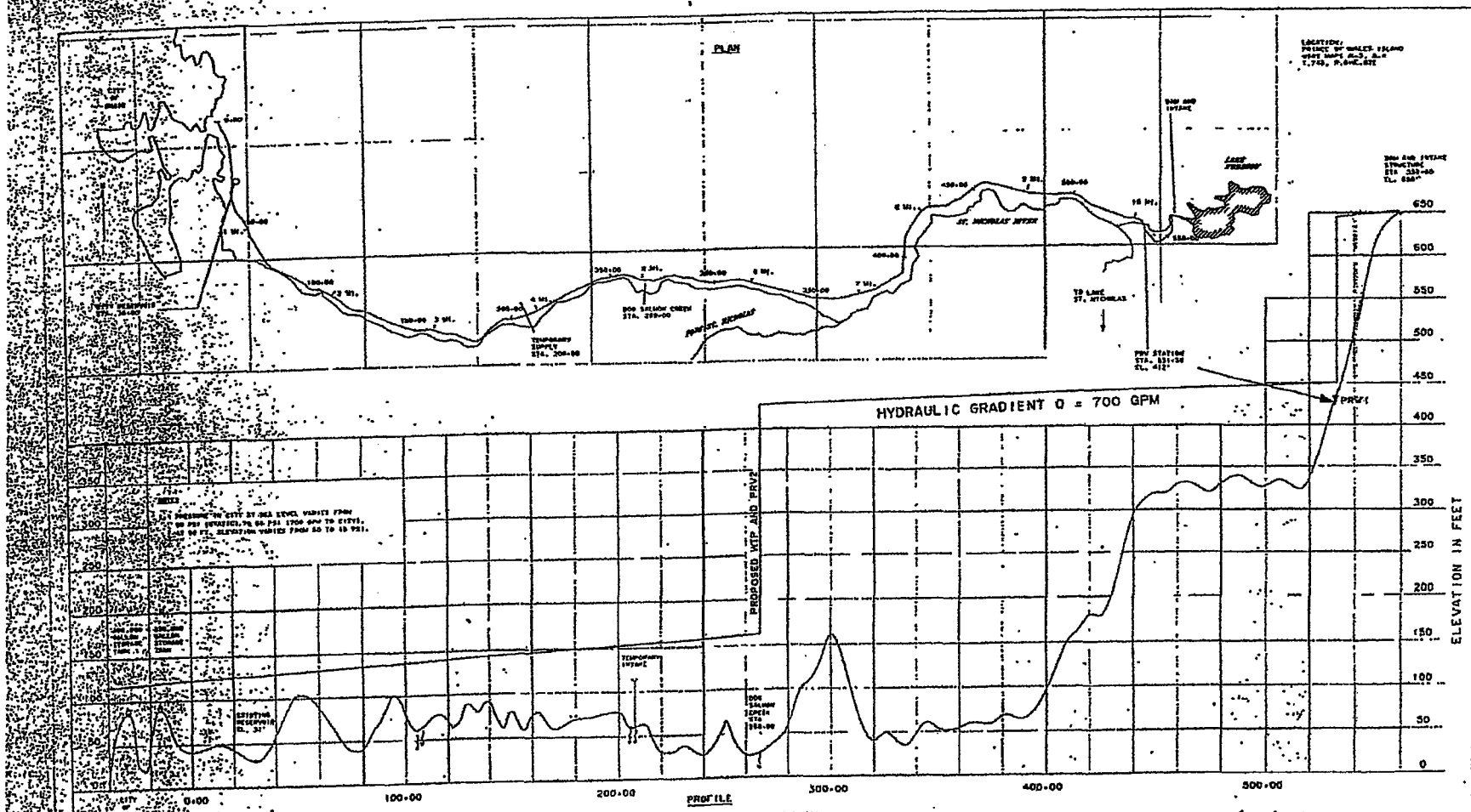
DAY:	8	Temp = 6.2 C	Weir = 0.16 feet	Flow = 12.04 CFS	Power = 170 KW
DAY:	9	Temp = 6.1 C	Weir = 0.20 feet	Flow = 15.48 CFS	Power = 218 KW
DAY:	10	Temp = 6.0 C	Weir = 0.21 feet	Flow = 16.22 CFS	Power = 228 KW
DAY:	11	Temp = 5.9 C	Weir = 0.21 feet	Flow = 16.98 CFS	Power = 239 KW
DAY:	12	Temp = 5.8 C	Weir = 0.26 feet	Flow = 20.91 CFS	Power = 294 KW
DAY:	13	Temp = 5.7 C	Weir = 0.26 feet	Flow = 21.74 CFS	Power = 306 KW
DAY:	14	Temp = 5.7 C	Weir = 0.24 feet	Flow = 19.33 CFS	Power = 272 KW
DAY:	15	Temp = 5.6 C	Weir = 0.21 feet	Flow = 17.03 CFS	Power = 240 KW
DAY:	16	Temp = 5.6 C	Weir = 0.22 feet	Flow = 17.80 CFS	Power = 251 KW
DAY:	17	Temp = 5.6 C	Weir = 0.26 feet	Flow = 21.80 CFS	Power = 307 KW
DAY:	18	Temp = 5.6 C	Weir = 0.27 feet	Flow = 22.64 CFS	Power = 319 KW
DAY:	19	Temp = 5.5 C	Weir = 0.18 feet	Flow = 14.18 CFS	Power = 200 KW
DAY:	20	Temp = 6.0 C	Weir = 0.09 feet	Flow = 7.48 CFS	Power = 105 KW
DAY:	21	Temp = 6.1 C	Weir = 0.03 feet	Flow = 4.40 CFS	Power = 62 KW
DAY:	22	Temp = 5.5 C	Weir = 0.11 feet	Flow = 8.56 CFS	Power = 121 KW
DAY:	23	Temp = 5.5 C	Weir = 0.18 feet	Flow = 14.22 CFS	Power = 200 KW
DAY:	24	Temp = 5.5 C	Weir = 0.19 feet	Flow = 14.94 CFS	Power = 210 KW
DAY:	25	Temp = 5.7 C	Weir = 0.13 feet	Flow = 10.33 CFS	Power = 145 KW
DAY:	26	Temp = 5.6 C	Weir = 0.17 feet	Flow = 13.56 CFS	Power = 191 KW
DAY:	27	Temp = 5.6 C	Weir = 0.15 feet	Flow = 11.59 CFS	Power = 163 KW
DAY:	28	Temp = 5.6 C	Weir = 0.19 feet	Flow = 14.98 CFS	Power = 211 KW
DAY:	29	Temp = 5.5 C	Weir = 0.20 feet	Flow = 15.71 CFS	Power = 221 KW
DAY:	30	Temp = 5.6 C	Weir = 0.21 feet	Flow = 16.46 CFS	Power = 232 KW

## December 1993:

DAY:	1	Temp = 5.7 C	Weir = 0.25 feet	Flow = 20.34 CFS	Power = 286 KW
DAY:	2	Temp = 5.7 C	Weir = 0.26 feet	Flow = 21.17 CFS	Power = 298 KW
DAY:	3	Temp = 5.7 C	Weir = 0.23 feet	Flow = 18.78 CFS	Power = 264 KW
DAY:	4	Temp = 5.7 C	Weir = 0.24 feet	Flow = 19.58 CFS	Power = 276 KW
DAY:	5	Temp = 5.7 C	Weir = 0.25 feet	Flow = 20.40 CFS	Power = 287 KW
DAY:	6	Temp = 5.6 C	Weir = 0.26 feet	Flow = 21.22 CFS	Power = 299 KW
DAY:	7	Temp = 5.5 C	Weir = 0.27 feet	Flow = 22.06 CFS	Power = 311 KW
DAY:	8	Temp = 5.5 C	Weir = 0.27 feet	Flow = 22.91 CFS	Power = 323 KW
DAY:	9	Temp = 5.5 C	Weir = 0.28 feet	Flow = 23.78 CFS	Power = 335 KW
DAY:	10	Temp = 5.4 C	Weir = 0.26 feet	Flow = 21.27 CFS	Power = 300 KW
DAY:	11	Temp = 5.4 C	Weir = 0.27 feet	Flow = 22.11 CFS	Power = 311 KW
DAY:	12	Temp = 5.5 C	Weir = 0.24 feet	Flow = 19.68 CFS	Power = 277 KW
DAY:	13	Temp = 5.4 C	Weir = 0.22 feet	Flow = 17.37 CFS	Power = 245 KW
DAY:	14	Temp = 5.5 C	Weir = 0.26 feet	Flow = 21.33 CFS	Power = 300 KW
DAY:	15	Temp = 5.5 C	Weir = 0.27 feet	Flow = 22.17 CFS	Power = 312 KW
DAY:	16	Temp = 5.5 C	Weir = 0.28 feet	Flow = 23.02 CFS	Power = 324 KW
DAY:	17	Temp = 5.5 C	Weir = 0.28 feet	Flow = 23.89 CFS	Power = 336 KW
DAY:	18	Temp = 5.5 C	Weir = 0.26 feet	Flow = 21.38 CFS	Power = 301 KW
DAY:	19	Temp = 5.5 C	Weir = 0.27 feet	Flow = 22.22 CFS	Power = 313 KW
DAY:	20	Temp = 5.5 C	Weir = 0.28 feet	Flow = 23.08 CFS	Power = 325 KW
DAY:	21	Temp = 5.5 C	Weir = 0.28 feet	Flow = 23.94 CFS	Power = 337 KW
DAY:	22	Temp = 5.5 C	Weir = 0.26 feet	Flow = 21.40 CFS	Power = 302 KW
DAY:	23	Temp = 5.6 C	Weir = 0.24 feet	Flow = 19.00 CFS	Power = 268 KW
DAY:	24	Temp = 5.6 C	Weir = 0.21 feet	Flow = 16.75 CFS	Power = 236 KW
DAY:	25	Temp = 5.6 C	Weir = 0.22 feet	Flow = 17.51 CFS	Power = 247 KW
DAY:	26	Temp = 5.7 C	Weir = 0.23 feet	Flow = 18.27 CFS	Power = 258 KW
DAY:	27	Temp = 5.7 C	Weir = 0.24 feet	Flow = 19.06 CFS	Power = 269 KW



DAY:	28	Temp	=	5.7 C	Weir	=	0.24 feet	Flow	=	19.89 CFS	Power	=	280 KW
DAY:	29	Temp	=	5.7 C	Weir	=	0.25 feet	Flow	=	20.71 CFS	Power	=	292 KW
DAY:	30	Temp	=	5.7 C	Weir	=	0.26 feet	Flow	=	21.54 CFS	Power	=	303 KW
AY:	31	Temp	=	5.7 C	Weir	=	0.24 feet	Flow	=	19.13 CFS	Power	=	269 KW

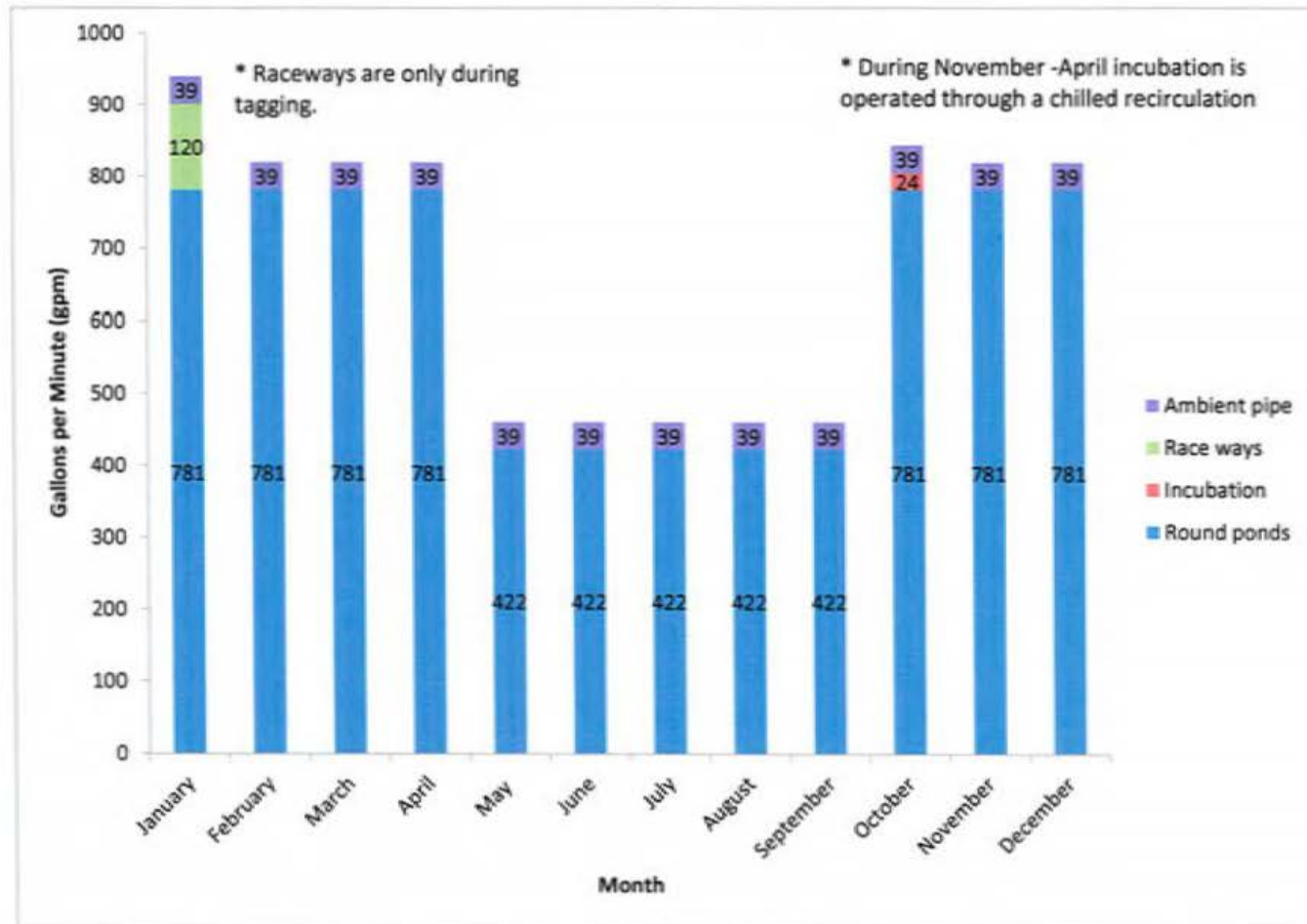


APPENDIX I SECTION 5b PROFILE OF PIPELINE

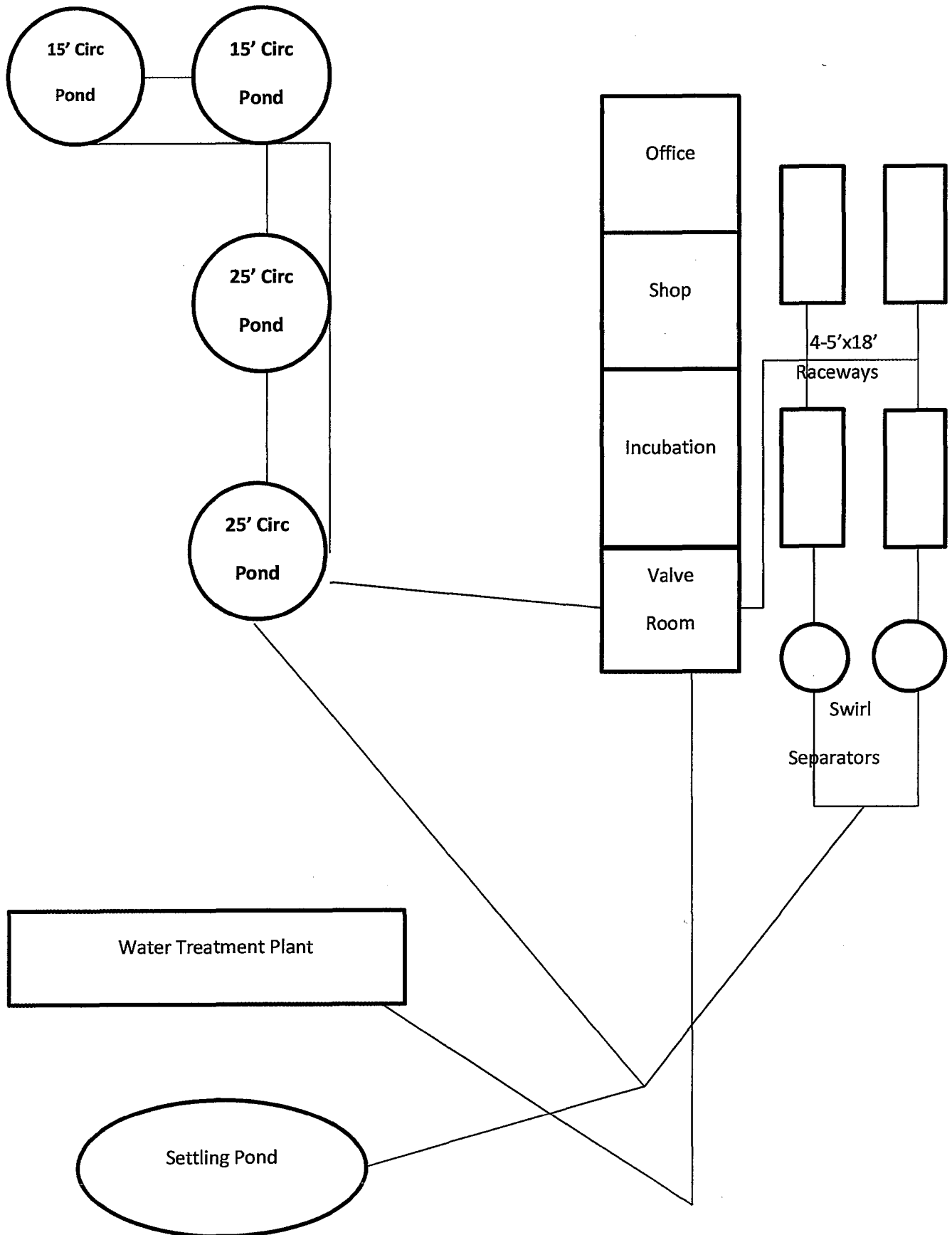
<div> <div>DATE</div> <div>REVISION</div> <div>BY</div> <div>CHKD.</div> <div>DATE</div> </div>		<div> <div>STATION</div> <div>1+00</div> <div>2+00</div> <div>3+00</div> <div>4+00</div> <div>5+00</div> </div>	<div> <div>PROJECT NUMBER</div> <div>KPG</div> </div>	<div> <div>MPG</div> </div>	<div> <div>KENWYN</div> <div>ENGINEERING</div> <div>CIVIL ENGINEERING</div> <div>CONSULTANT</div> </div>		<div> <div>CITY</div> <div>OF</div> <div>CRAIG</div> </div>	<div> <div>SAINT NICHOLAS</div> <div>WATER SOURCE.</div> <div>DEVELOPMENT</div> </div>	<div> <div>PIPELINE</div> <div>HYDRAULIC PROFILE</div> </div>	<div> <div>X</div> <div>X</div> </div>
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## Appendix J: Port Saint Nicholas Hatchery Water Budget (gpm)

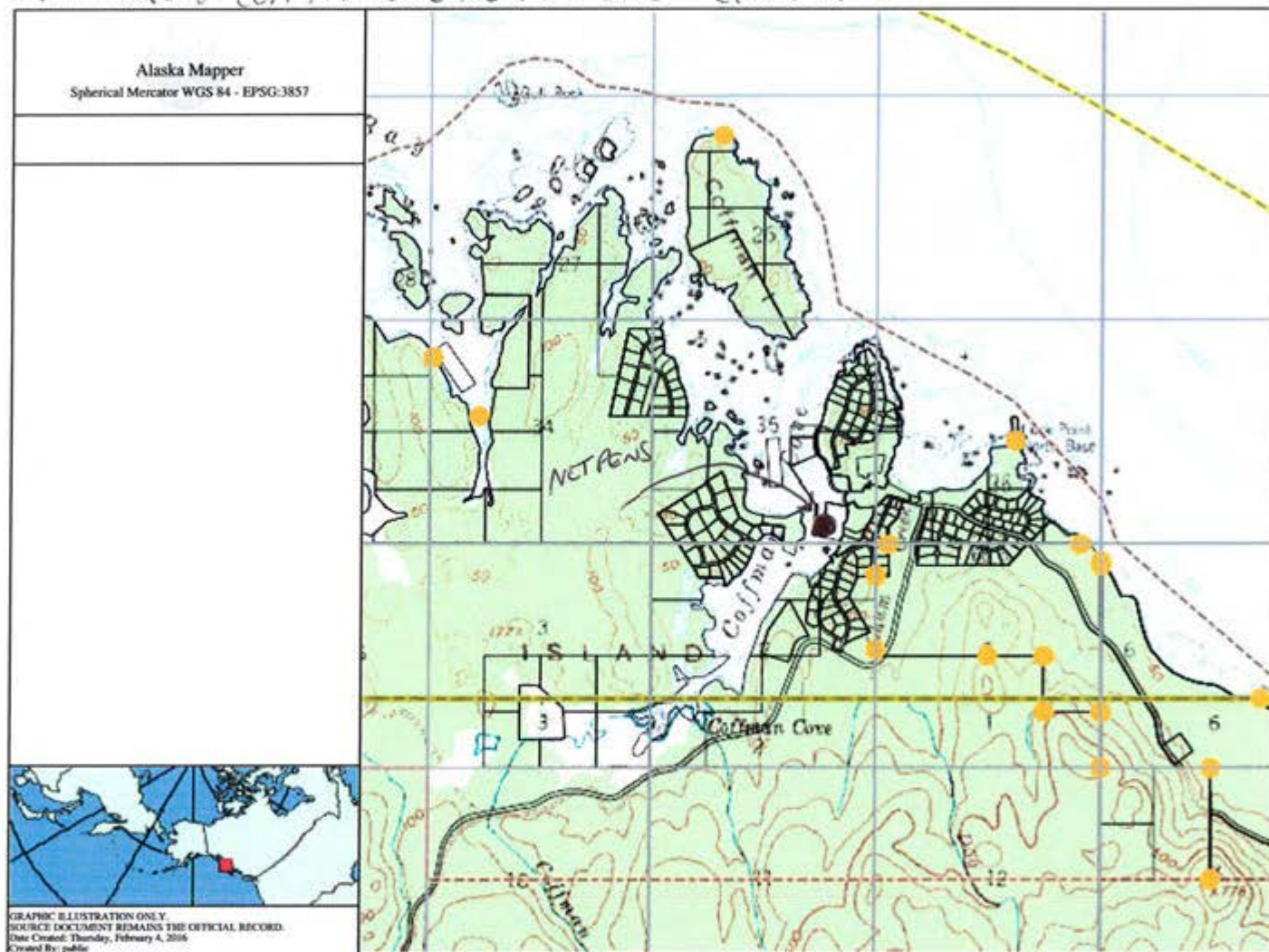
	January	February	March	April	May	June	July	August	September	October	November	December
Round ponds	781	781	781	781	422	422	422	422	422	781	781	781
Incubation	0	0	0	0	0	0	0	0	0	24	0	0
Race ways	120	0	0	0	0	0	0	0	0	0	0	0
Ambient pipe	39	39	39	39	39	39	39	39	39	39	39	39
Total	940	820	820	820	461	461	461	461	461	844	820	820



## Appendix K: Port Saint Nicholas Hatchery Layout

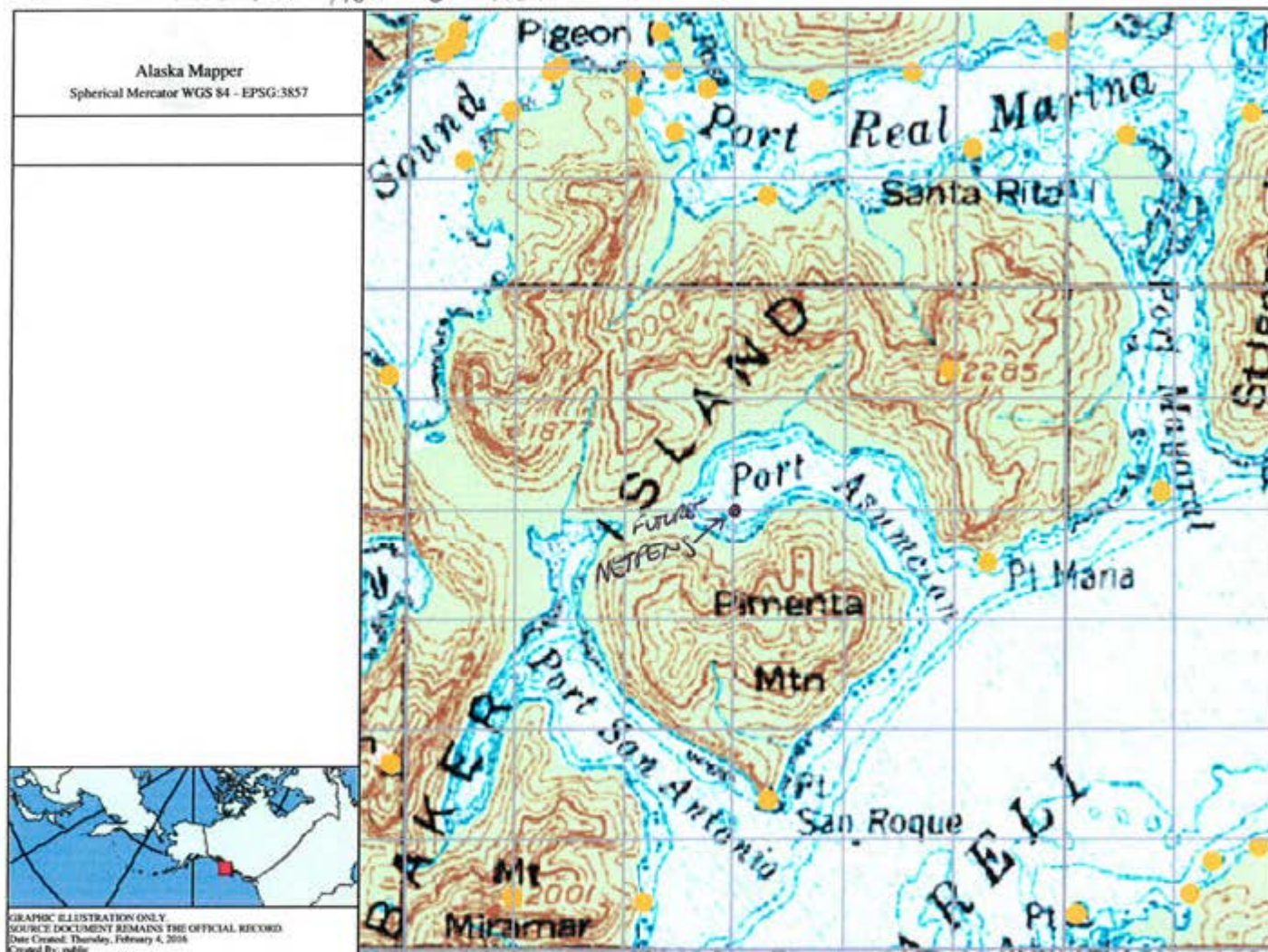


# APPENDIX L: COFFMAN COVE NETPEN SITE - CHINOOK - RELEASE SITE





# APPENDIX M : PORT ASUMCION NETPEN SITE - FUTURE CHUM PROJECT RELEASE SITE



## **Appendix N**

### **IX FINANCIAL PLAN**

Annual operating budget is approximately \$80,000 for chinook program.

#### **Revenue Sources:**

Cost recovery - ~ \$15,000/year

Annual Craig/Klawock King Salmon derby - ~\$20,000/year

Salmon Falls Resort Donations - ~ \$15,000/year

Remainder of operating costs are funded by the Cities of Craig and Coffman Cove based on a split of production. Craig pays 81.25% of costs for 100,000 chinook smolts and Coffman Cove pays 18.75% for 40,000 chinook smolts.

Chum program operational cost estimate is ~\$200,000 and would be funded by 3% enhancement tax and cost recovery of returning chum salmon to Port Asumcion.