

LEG. FINANCE - BILLS 1977 - 1978 620

HCR 142 cont., thru HCR 152, SJR 52, SJR 56

6. The contract shall not be effective until

-all necessary permits and authorizations by governing bodies are obtained

-all transportation or exchange arrangements have been completed to the satisfaction of the parties involved.

-six month's notice required under lease

The Commissioner request approval of the above proposed conceptual plan by the Alaska Royalty Oil and Gas Development Advisory Board.

Bill

TELEGRAM

ALASKA ALASKA COMMUNICATIONS, INC.
PHONE: 583-6440
JUNEAU, ALASKA 99801

11

MAR 29 PM 5 03

IPMAFUE AEG

1-0349800399 03/29/76

TWX PAC LGHT LSA

215 LOS ANGELES, CA MARCH 29, 1976

PMS MR. GUY MARTIN, CHAIRMAN

STATE OF ALASKA

DEPARTMENT OF NATURAL RESOURCES

OFFICE OF THE COMMISSIONER

7580

POUCH #

JUNEAU, ALASKA 99821

WITH REFERENCE TO THE LETTER FROM PACIFIC ALASKA LNG COMPANY TO MR. GUY R. MARTIN, COMMISSIONER OF NATURAL RESOURCES, DATED MARCH 5, 1976. OUR OFFER TO BID ON THE PURCHASE OF THE STATES ROYALTY SHARE OF GAS IN THE NORTH COOK INLET AREA WAS LIMITED ONLY TO THOSE FIELDS IN THAT GENERAL AREA IN WHICH WE CURRENTLY HAVE THE RIGHT TO PURCHASE GAS OR MAY IN THE FUTURE HAVE THE RIGHT TO PURCHASE GAS. WE HAVE NO INTEREST IN BIDDING ON THE PURCHASE OF ANY STATE ROYALTY GAS PRODUCED FROM THE "NORTH COOK INLET FIELD"

PACIFIC ALASKA LNG COMPANY

BY P. VER PLANCK

1956 EST

IPMAFUE AEG



ALASKA PIPELINE COMPANY

P. O. BOX 6288
ANCHORAGE, ALASKA 99502

3000 SPENARD ROAD
PHONE (907) 277-5551

12

April 2, 1976

RECEIVED
APR 27 5 13 PM '76

Department of
Natural Resources

Mr. Guy T. Martin
Commissioner of Natural Resources
11th Floor, State Office Building
Pouch M
Juneau, Alaska 99811

Dear Commissioner Martin:

The purpose of this letter is to confirm our oral proposal made to the Alaska Royalty Oil and Gas Development Advisory Board during its March 30/31 meeting in Juneau.

The proposal can be outlined as follows:

1. The State take North Cook Inlet royalty gas in kind and sell such gas to AGAS.
2. AGAS will take delivery of the gas at the platform. This presumes that--
 - (a) an arrangement can be made whereby, for suitable compensation, Phillips will transport the gas via their existing system to a point adjacent to the LNG plant.
 - (b) the APUC waives jurisdiction over the Phillips facilities to the extent that they may otherwise come under regulation due to the transport of the "royalty" gas.
3. The price will be equal to the Phillips price for royalty gas exported to Japan or equal to the highest price paid in the Cook Inlet area for similar quality gas.
4. The proposal is to cover the "life of the contract" and will terminate on or about June 1, 1984.
5. AGAS will take or pay

This presumes that--

- (a) it may be agreed with the State that royalty will be taken in kind for resale to AGAS on a selective lease by lease basis so that the volume in question will approximate AGAS' North Road requirements or

RECEIVED
APR 06 1976

ALASKA ROYALTY
OIL & GAS BOARD

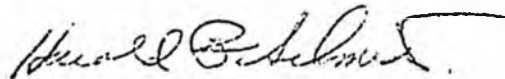
ALASKA PIPELINE COMPANY

ANCHORAGE, ALASKA

Commissioner Guy T. Martin
Continuation Sheet #2
April 2, 1976

- (b) if suitable exchange arrangements can be made with others or if AGAS chooses to build the pipeline connection to its Anchorage line--it may be agreed with the State that all of the royalty be taken in kind for resale to AGAS.
 - (c) The notice date regarding the State taking royalty in kind be so arranged as to permit AGAS a reasonable length of time to make exchange arrangement with others or to build the required pipeline facilities on a reasoned schedule.
6. The volume of gas expected to be taken in kind for resale to AGAS over the life of the contract is approximately 40 BCF with the actual amount being dependent upon the date of commencement, the arrangement agreed to under #5 above and the actual rate at which the field is produced.
7. It is understood that a deliverability feature is not required in this agreement.

Very truly yours,



Harold F. Schmidt
Senior Vice President

dh

Alaska Royalty Oil and Gas Development Advisory Board
Minutes of the April 26, 1976, Meeting
Juneau, Alaska

13

The meeting was called to order by Chairman Martin at 10:00 a.m. April 26, 1976. All members present except Mr. Gallagher who was late.

The minutes of the previous meeting, March 30 and 31, 1976, had been mailed to Board members prior to the meeting. Mr. Lyon moved for approval and Dr. Triplehorn seconded the motion. Mr. Martin noted that Paul Robison's name was misspelled. The correction was made by the secretary. The minutes were approved unanimously by the four members present.

Chairman Martin advised the Board of an agenda change. No proposed sale of North Slope royalty gas would be introduced to the Board at this meeting. He wished to brief the Board on the status of negotiations during the meeting but in an executive session. Also he wanted to determine a satisfactory date for the next meeting within the next ten days to two weeks.

After discussion, the dates of May 7 and 8 and May 11 and 12 were selected with the decision made by the Chairman depending on progress.

Next item for consideration was the proposed sale of North Cook Inlet Field royalty gas to Alaska Pipeline Company. The contract draft was reviewed in detail by the Board, item by item. All corrections were noted and a corrected draft prepared for the afternoon session.

Mr. Martin gave a brief status report on the North Slope royalty oil solicitation including a recent conversation with Mr. Downey of Tesoro Alaska Oil Company. Tesoro maintains their interest in expanding the Kenai refinery using North Slope royalty oil.

Mr. Gallagher moved that the Board reconvene in executive session at 1:30 p.m. and public session at 2:30 p.m. Motion seconded by Mr. Lyon. Motion passed unanimously.

The Board reconvened in public session resuming consideration of the North Cook Inlet Field royalty gas sale. Documents before the Board were: a corrected draft of the contract, request for approval to waive the competitive bidding requirement and approval for the rejection of bids or applications.

Several changes in wording in contract provisions were worked out and noted for retyping.

There was no response to a call for public participation

Mr. Boness reported on the legal research by Mr. Allen, Covington and Burling, on a set of questions relating to State taking of royalty-in-kind. He had received a preliminary draft by telecopy which was not suitable for copying for the Board. The legal research essentially confirmed the opinions of the Department of Law and industry counsel who have responded to State questions on the matter. Mr. Allen's work has bolstered these opinions by case citations and also pointed out the areas where case law has not developed, particularly in reference to a State taking royalty gas in-kind. The authority of the Federal Power Commission to control gas arising from its jurisdiction over pipeline transport is of special interest to the State. Mr. Allen recommends procedures to follow to reduce FPC control as much as possible. The State should make its desires known to the producers in time to be included in the producer's contracts with gas purchasers and to the FPC. The report also was not optimistic about the FPC granting the State authority to abandon gas sales at the time of initial sale or preabandonment authority as some refer to it.

Mr. Gallagher returned from his telephone call to Mr. Harold Schmidt, Alaska Pipeline Company, about certain wording in the price provision of the contract. The wording added to the provision was explanatory.

The requests for prior written approval to reject bids and to waive competitive sales were circulated. Mr. Gallagher moved that the Alaska Royalty Oil and Gas Development Board approve the waiver of competitive sales, Dr. Triplehorn made the second. On a roll call vote each member voted yes and signed the waiver.

Mr. Lyon moved that AROGDAB approve rejection of all bids or applications for the royalty gas in the North Cook Inlet Gas Field except that of Alaska Pipeline Company as provided for in AS.38.06.050(b). Dr. Triplehorn made the second. The motion was approved by unanimous vote on a call of the roll and each member signed the approval.

Mr. Gallagher moved that AROGDAB approve the gas purchase and sale contract, as amended, for the sale of the North Cook Inlet Gas Field royalty gas to the Alaska Pipeline Company as provided for in AS.38.05.183 and AS.38.06.050. Mr. Lyon was the second. On a roll call vote all members voted affirmatively.

The Chairman announced that the Board had concluded its first sale. He also said that he would initiate an inquiry regarding possible exchange of gas between the State, producers and gas purchasers.

The meeting was adjourned.

CSHC R 142

Gas Purchase Contract 76-1

This Contract, made and entered into this _____ day of _____ 1976, by and between the Alaska Pipeline Company ("APC") herein referred to as "Buyer" and the State of Alaska, hereinafter referred to as "Seller" :

WITNESSED

WHEREAS, Buyer owns and operates a natural gas pipeline system in areas of Alaska for the delivery of natural gas for ultimate consumption within the State of Alaska, and

WHEREAS, Seller has the right under each of the leases identified at Exhibit "A" attached hereto to be paid by the lessee thereunder a royalty of twelve and one-half percent (12 1/2%) in kind or in value of the natural gas produced and saved and used off of the lands covered by each such lease, and

WHEREAS, Seller is authorized by AS 38.05.183 to sell royalty gas; and

WHEREAS, Buyer represents to Seller that all gas purchased under this contract will be used to meet the requirements of its customers within the State of Alaska;

NOW, THEREFORE, in consideration of the representations, covenants, and conditions herein contained, Buyer and Seller hereby agree as follows:

ARTICLE 1

Seller's Royalty Gas

1.1 Seller hereby agrees that within 30 days after the execution and approval of this agreement as required by the laws of the State of Alaska, Seller shall notify the lessee under the leases set forth at Exhibit "A" of this agreement of Seller's election to take its royalty gas in kind. Said notice will provide that the lessee shall commence the delivery of said royalty gas to Seller (or to Seller's designee) upon a receipt of notice from Seller that all facilities necessary to enable Buyer to receive and market said gas are ready; provided, however, in no event shall lessee be required to commence the delivery of royalty gas to Seller (or its designee) prior to six (6) months following lessee's receipt of notice of Seller's election to take its royalty gas in kind.

1.2 In order that Seller can give its lessee as much advance notice as possible of the date it will start receiving its royalty gas in kind, Buyer shall notify Seller, and Seller shall notify its lessee, at least 60 days prior to the date Buyer will receive gas from Seller pursuant to this contract.

ARTICLE II

Quantity

2.1 It is understood and agreed by the parties that the volume of gas available to Seller from the leases covered by this contract depends upon the production from the leases over which Seller has no control. Buyer hereby agrees to purchase on each day commencing with the date of first delivery

hereunder and continuing during the term of this contract all of Seller's royalty gas available at the point of delivery described in Article III hereof.

ARTICLE III

Delivery Point and Delivery Pressure

3.1 The point of delivery of all gas delivered hereunder shall be at the same point of delivery that Seller receives delivery of its royalty gas from its lessee in the North Cook Inlet Field.

3.2 Buyer, at its own expense, shall arrange to accept Seller's gas at the point of delivery.

3.3 Seller will deliver gas received by Seller from lessee at the pressure at which the gas is received by Seller from its lessee.

ARTICLE IV

Quality

4.1 The gas to be delivered by Seller to Buyer at the delivery point shall be gas of the same quality as is delivered to Seller by the lessee at the point of delivery.

ARTICLE V

Price and Billing

5.1 The price to be paid by Buyer to Seller for gas delivered shall be as follows:

- a. Commencing on the date of first deliveries hereunder, assuming that this date occurs prior to July 1, 1977 and continuing until the first day of July 1977, the price shall be 55.5 cents per MCF.
- b. Commencing on the first day of July 1977 and continuing until the first day of July 1978 the price shall be the higher of (i) 60.36 cents per MCF, (ii) the price Seller would have received from Phillips Petroleum Company had it not elected to receive its royalty gas in kind, (iii) the highest price paid by any purchaser in the upper Cook Inlet area for gas of similar quality and similar conditions of delivery: with due regard to appropriate factors including, but not limited to, difference of BTU content, delivery pressure, term of the contract and connection charges.
- c. For each succeeding 12 month period commencing July 1, 1978 the price shall be increased to the higher of (i) the previous year's price plus 2 cents per MCF, (ii) the price Seller would have received had it not elected to take its

royalty in kind, (iii) the highest price paid by any purchaser in the upper Cook Inlet area for gas of similar quality and conditions of delivery; with due regard to appropriate factors including, but not limited to, difference of BTU content, delivery pressure, term of the contract and connection charges.

5.2 Thirty days prior to the date of each annual price change, Seller, at its option, may determine the price which it would have received from its lessee had it not elected to take its royalty gas in kind and the highest price being paid for gas of similar quality and similar conditions of delivery; with due regard to appropriate factors including, but not limited to, difference of BTU content, delivery pressure, term of the contract and connection charges in the upper Cook Inlet area and submit the same to Buyer along with suitable supporting evidence as to such prices. Buyer shall have the right to submit other evidence within the 30 day period.

5.3 After the delivery of gas has commenced Buyer shall, on or before the 20th day following the end of each month, render to Seller a statement showing the quantity of gas delivered during that month and shall therewith pay Seller the amount due for all such gas.

5.4 Each party hereto shall have, at its expense, the right to examine the books and records of the other party to the extent necessary to verify the accuracy of any statement, charge, computation, or demand made under or pursuant to this

contract. Any statement shall be final as to both parties unless questioned in writing within two (2) years after payment thereof has been made.

5.5 The terms "upper Cook Inlet area" as used here in shall mean the area encompassed in a radius of 100 kilometers from the Phillips Petroleum North Cook Inlet platform.

ARTICLE VI

Term

6.1 This contract shall become effective upon the execution hereof and the approval of the Alaska Royalty Oil and Gas Development Advisory Board and the State Legislature and shall continue and remain in effect until July 1, 1984, unless terminated prior to such date by mutual agreement of the parties, or pursuant to Article VII.

ARTICLE VII

Conditions Precedent

7.1 Buyer shall have the right to terminate this contract upon 30 days written notice to Seller if Buyer is unable to make satisfactory arrangements to take delivery of the gas. Buyer shall exercise this right to terminate on or before January 31, 1978, thereafter Buyer may not exercise this right to terminate.

ARTICLE VIII

Notices

8.1 Notices required to be given under this contract shall be deemed sufficiently given and served when and if

deposited in the United States mail postage prepaid and certified
or registered addressed to Seller at:

Commissioner
Department of Natural Resources
Pouch M, Juneau, Alaska 99811

or to Buyer at:

Alaska Pipeline Company
P. O. Box 6288
Anchorage, Alaska 99502

IN WITNESS WHEREOF, the parties hereto have caused
this Agreement to be executed in four (4) original counterparts
on this day and year first above written.

"BUYER"

STATE OF ALASKA

ATTEST:

ATTEST:

CSHC R 142

Gas Purchase Contract 76-1

This Contract, made and entered into this _____ day of _____ 1976, by and between the Alaska Pipeline Company ("APC") herein referred to as "Buyer" and the State of Alaska, hereinafter referred to as "Seller" :

WITNESSED

WHEREAS, Buyer owns and operates a natural gas pipeline system in areas of Alaska for the delivery of natural gas for ultimate consumption within the State of Alaska, and

WHEREAS, Seller has the right under each of the leases identified at Exhibit "A" attached hereto to be paid by the lessee thereunder a royalty of twelve and one-half percent (12 1/2%) in kind or in value of the natural gas produced and saved and used off of the lands covered by each such lease, and

WHEREAS, Seller is authorized by AS 38.05.183 to sell royalty gas; and

WHEREAS, Buyer represents to Seller that all gas purchased under this contract will be used to meet the requirements of its customers within the State of Alaska;

NOW, THEREFORE, in consideration of the representations, covenants, and conditions herein contained, Buyer and Seller hereby agree as follows:

ARTICLE 1

Seller's Royalty Gas

1.1 Seller hereby agrees that within 30 days after the execution and approval of this agreement as required by the laws of the State of Alaska, Seller shall notify the lessee under the leases set forth at Exhibit "A" of this agreement of Seller's election to take its royalty gas in kind. Said notice will provide that the lessee shall commence the delivery of said royalty gas to Seller (or to Seller's designee) upon a receipt of notice from Seller that all facilities necessary to enable Buyer to receive and market said gas are ready; provided, however, in no event shall lessee be required to commence the delivery of royalty gas to Seller (or its designee) prior to six (6) months following lessee's receipt of notice of Seller's election to take its royalty gas in kind.

1.2 In order that Seller can give its lessee as much advance notice as possible of the date it will start receiving its royalty gas in kind, Buyer shall notify Seller, and Seller shall notify its lessee, at least 60 days prior to the date Buyer will receive gas from Seller pursuant to this contract.

ARTICLE II

Quantity

2.1 It is understood and agreed by the parties that the volume of gas available to Seller from the leases covered by this contract depends upon the production from the leases over which Seller has no control. Buyer hereby agrees to purchase on each day commencing with the date of first delivery

hereunder and continuing during the term of this contract all of Seller's royalty gas available at the point of delivery described in Article III hereof.

ARTICLE III

Delivery Point and Delivery Pressure

3.1 The point of delivery of all gas delivered hereunder shall be at the same point of delivery that Seller receives delivery of its royalty gas from its lessee in the North Cook Inlet Field.

3.2 Buyer, at its own expense, shall arrange to accept Seller's gas at the point of delivery.

3.3 Seller will deliver gas received by Seller from lessee at the pressure at which the gas is received by Seller from its lessee.

ARTICLE IV

Quality

4.1 The gas to be delivered by Seller to Buyer at the delivery point shall be gas of the same quality as is delivered to Seller by the lessee at the point of delivery.

ARTICLE V

Price and Billing

5.1 The price to be paid by Buyer to Seller for gas delivered shall be as follows:

- a. Commencing on the date of first deliveries hereunder, assuming that this date occurs prior to July 1, 1977 and continuing until the first day of July 1977, the price shall be 55.5 cents per MCF.
- b. Commencing on the first day of July 1977 and continuing until the first day of July 1978 the price shall be the higher of (i) 60.36 cents per MCF, (ii) the price Seller would have received from Phillips Petroleum Company had it not elected to receive its royalty gas in kind, (iii) the highest price paid by any purchaser in the upper Cook Inlet area for gas of similar quality and similar conditions of delivery; with due regard to appropriate factors including, but not limited to, difference of BTU content, delivery pressure, term of the contract and connection charges.
- c. For each succeeding 12 month period commencing July 1, 1978 the price shall be increased to the higher of (i) the previous year's price plus 2 cents per MCF, (ii) the price Seller would have received had it not elected to take its

royalty in kind, (iii) the highest price paid by any purchaser in the upper Cook Inlet area for gas of similar quality and conditions of delivery; with due regard to appropriate factors including, but not limited to, difference of BTU content, delivery pressure, term of the contract and connection charges.

5.2 Thirty days prior to the date of each annual price change, Seller, at its option, may determine the price which it would have received from its lessee had it not elected to take its royalty gas in kind and the highest price being paid for gas of similar quality and similar conditions of delivery; with due regard to appropriate factors including, but not limited to, difference of BTU content, delivery pressure, term of the contract and connection charges in the upper Cook Inlet area and submit the same to Buyer along with suitable supporting evidence as to such prices. Buyer shall have the right to submit other evidence within the 30 day period.

5.3 After the delivery of gas has commenced Buyer shall, on or before the 20th day following the end of each month, render to Seller a statement showing the quantity of gas delivered during that month and shall therewith pay Seller the amount due for all such gas.

5.4 Each party hereto shall have, at its expense, the right to examine the books and records of the other party to the extent necessary to verify the accuracy of any statement, charge, computation, or demand made under or pursuant to this

contract. Any statement shall be final as to both parties unless questioned in writing within two (2) years after payment thereof has been made.

5.5 The terms "upper Cook Inlet area" as used here in shall mean the area encompassed in a radius of 100 kilometers from the Phillips Petroleum North Cook Inlet platform.

ARTICLE VI

Term

6.1 This contract shall become effective upon the execution hereof and the approval of the Alaska Royalty Oil and Gas Development Advisory Board and the State Legislature and shall continue and remain in effect until July 1, 1984, unless terminated prior to such date by mutual agreement of the parties, or pursuant to Article VII.

ARTICLE VII

Conditions Precedent

7.1 Buyer shall have the right to terminate this contract upon 30 days written notice to Seller if Buyer is unable to make satisfactory arrangements to take delivery of the gas. Buyer shall exercise this right to terminate on or before January 31, 1978, thereafter Buyer may not exercise this right to terminate.

ARTICLE VIII

Notices

8.1 Notices required to be given under this contract shall be deemed sufficiently given and served when and if

deposited in the United States mail postage prepaid and certified
or registered addressed to Seller at:

Commissioner

Department of Natural Resources

Pouch M, Juneau, Alaska 99811

or to Buyer at:

Alaska Pipeline Company

P. O. Box 6288

Anchorage, Alaska 99502

IN WITNESS WHEREOF, the parties hereto have caused
this Agreement to be executed in four (4) original counterparts
on this day and year first above written.

"BUYER"

STATE OF ALASKA

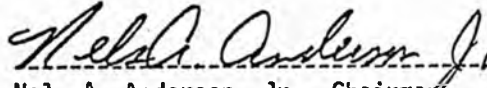
ATTEST:

ATTEST:

HCR
142

HOUSE RESOURCES COMMITTEE REPORT

It is the desire of the House Resources Committee to include the contract for the sale and purchase of state-owned royalty gas from the North Cook Inlet Gas Field with Alaska Pipeline Company, in the Committee Report and have the contract printed in the Journal.


Nels A. Anderson, Jr., Chairman

COMMITTEE COPY

CS/C R 142

Gas Purchase Contract 76-1

This Contract, made and entered into this _____ day of _____ 1976, by and between the Alaska Pipeline Company ("APC") herein referred to as "Buyer" and the State of Alaska, hereinafter referred to as "Seller" :

WITNESSED

WHEREAS, Buyer owns and operates a natural gas pipeline system in areas of Alaska for the delivery of natural gas for ultimate consumption within the State of Alaska, and

WHEREAS, Seller has the right under each of the leases identified at Exhibit "A" attached hereto to be paid by the lessee thereunder a royalty of twelve and one-half percent (12 1/2%) in kind or in value of the natural gas produced and saved and used off of the lands covered by each such lease, and

WHEREAS, Seller is authorized by AS 38.05.183 to sell royalty gas; and

WHEREAS, Buyer represents to Seller that all gas purchased under this contract will be used to meet the requirements of its customers within the State of Alaska;

NOW, THEREFORE, in consideration of the representations, covenants, and conditions herein contained, Buyer and Seller hereby agree as follows:

ARTICLE 1

Seller's Royalty Gas

1.1 Seller hereby agrees that within 30 days after the execution and approval of this agreement as required by the laws of the State of Alaska, Seller shall notify the lessee under the leases set forth at Exhibit "A" of this agreement of Seller's election to take its royalty gas in kind. Said notice will provide that the lessee shall commence the delivery of said royalty gas to Seller (or to Seller's designee) upon a receipt of notice from Seller that all facilities necessary to enable Buyer to receive and market said gas are ready; provided, however, in no event shall lessee be required to commence the delivery of royalty gas to Seller (or its designee) prior to six (6) months following lessee's receipt of notice of Seller's election to take its royalty gas in kind.

1.2 In order that Seller can give its lessee as much advance notice as possible of the date it will start receiving its royalty gas in kind, Buyer shall notify Seller, and Seller shall notify its lessee, at least 60 days prior to the date Buyer will receive gas from Seller pursuant to this contract.

ARTICLE II

Quantity

2.1 It is understood and agreed by the parties that the volume of gas available to Seller from the leases covered by this contract depends upon the production from the leases over which Seller has no control. Buyer hereby agrees to purchase on each day commencing with the date of first delivery

hereunder and continuing during the term of this contract all of Seller's royalty gas available at the point of delivery described in Article III hereof.

ARTICLE III

Delivery Point and Delivery Pressure

3.1 The point of delivery of all gas delivered hereunder shall be at the same point of delivery that Seller receives delivery of its royalty gas from its lessee in the North Cook Inlet Field.

3.2 Buyer, at its own expense, shall arrange to accept Seller's gas at the point of delivery.

3.3 Seller will deliver gas received by Seller from lessee at the pressure at which the gas is received by Seller from its lessee.

ARTICLE IV

Quality

4.1 The gas to be delivered by Seller to Buyer at the delivery point shall be gas of the same quality as is delivered to Seller by the lessee at the point of delivery.

ARTICLE V

Price and Billing

5.1 The price to be paid by Buyer to Seller for gas delivered shall be as follows:

- a. Commencing on the date of first deliveries hereunder, assuming that this date occurs prior to July 1, 1977 and continuing until the first day of July 1977, the price shall be 55.5 cents per MCF.
- b. Commencing on the first day of July 1977 and continuing until the first day of July 1978 the price shall be the higher of (i) 60.36 cents per MCF, (ii) the price Seller would have received from Phillips Petroleum Company had it not elected to receive its royalty gas in kind, (iii) the highest price paid by any purchaser in the upper Cook Inlet area for gas of similar quality and similar conditions of delivery: with due regard to appropriate factors including, but not limited to, difference of BTU content, delivery pressure, term of the contract and connection charges.
- c. For each succeeding 12 month period commencing July 1, 1978 the price shall be increased to the higher of (i) the previous year's price plus 2 cents per MCF, (ii) the price Seller would have received had it not elected to take its

royalty in kind, (iii) the highest price paid by any purchaser in the upper Cook Inlet area for gas of similar quality and conditions of delivery; with due regard to appropriate factors including, but not limited to, difference of BTU content, delivery pressure, term of the contract and connection charges.

5.2 Thirty days prior to the date of each annual price change, Seller, at its option, may determine the price which it would have received from its lessee had it not elected to take its royalty gas in kind and the highest price being paid for gas of similar quality and similar conditions of delivery; with due regard to appropriate factors including, but not limited to, difference of BTU content, delivery pressure, term of the contract and connection charges in the upper Cook Inlet area and submit the same to Buyer along with suitable supporting evidence as to such prices. Buyer shall have the right to submit other evidence within the 30 day period.

5.3 After the delivery of gas has commenced Buyer shall, on or before the 20th day following the end of each month, render to Seller a statement showing the quantity of gas delivered during that month and shall therewith pay Seller the amount due for all such gas.

5.4 Each party hereto shall have, at its expense, the right to examine the books and records of the other party to the extent necessary to verify the accuracy of any statement, charge, computation, or demand made under or pursuant to this

contract. Any statement shall be final as to both parties unless questioned in writing within two (2) years after payment thereof has been made.

5.5 The terms "upper Cook Inlet area" as used here in shall mean the area encompassed in a radius of 100 kilometers from the Phillips Petroleum North Cook Inlet platform.

ARTICLE VI

Term

6.1 This contract shall become effective upon the execution hereof and the approval of the Alaska Royalty Oil and Gas Development Advisory Board and the State Legislature and shall continue and remain in effect until July 1, 1984, unless terminated prior to such date by mutual agreement of the parties, or pursuant to Article VII.

ARTICLE VII

Conditions Precedent

7.1 Buyer shall have the right to terminate this contract upon 30 days written notice to Seller if Buyer is unable to make satisfactory arrangements to take delivery of the gas. Buyer shall exercise this right to terminate on or before January 31, 1978, thereafter Buyer may not exercise this right to terminate.

ARTICLE VIII

Notices

8.1 Notices required to be given under this contract shall be deemed sufficiently given and served when and if

deposited in the United States mail postage prepaid and certified
or registered addressed to Seller at:

Commissioner
Department of Natural Resources
Pouch M, Juneau, Alaska 99811

or to Buyer at:

Alaska Pipeline Company
P. O. Box 6288
Anchorage, Alaska 99502

IN WITNESS WHEREOF, the parties hereto have caused
this Agreement to be executed in four (4) original counterparts
on this day and year first above written.

"BUYER"

STATE OF ALASKA

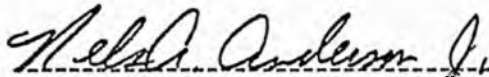
ATTEST:

ATTEST:

HCR
142

HOUSE RESOURCES COMMITTEE REPORT

It is the desire of the House Resources Committee to include the contract for the sale and purchase of state-owned royalty gas from the North Cook Inlet Gas Field with Alaska Pipeline Company, in the Committee Report and have the contract printed in the Journal.



Nels A. Anderson, Jr., Chairman

COMMITTEE COPY

CS/ACR 142

Gas Purchase Contract 76-1

This Contract, made and entered into this _____ day of _____ 1976, by and between the Alaska Pipeline Company ("APC") herein referred to as "Buyer" and the State of Alaska, hereinafter referred to as "Seller" :

WITNESSED

WHEREAS, Buyer owns and operates a natural gas pipeline system in areas of Alaska for the delivery of natural gas for ultimate consumption within the State of Alaska, and

WHEREAS, Seller has the right under each of the leases identified at Exhibit "A" attached hereto to be paid by the lessee thereunder a royalty of twelve and one-half percent (12½%) in kind or in value of the natural gas produced and saved and used off of the lands covered by each such lease, and

WHEREAS, Seller is authorized by AS 38.05.183 to sell royalty gas; and

WHEREAS, Buyer represents to Seller that all gas purchased under this contract will be used to meet the requirements of its customers within the State of Alaska;

NOW, THEREFORE, in consideration of the representations, covenants, and conditions herein contained, Buyer and Seller hereby agree as follows:

ARTICLE 1

Seller's Royalty Gas

1.1 Seller hereby agrees that within 30 days after the execution and approval of this agreement as required by the laws of the State of Alaska, Seller shall notify the lessee under the leases set forth at Exhibit "A" of this agreement of Seller's election to take its royalty gas in kind. Said notice will provide that the lessee shall commence the delivery of said royalty gas to Seller (or to Seller's designee) upon a receipt of notice from Seller that all facilities necessary to enable Buyer to receive and market said gas are ready; provided, however, in no event shall lessee be required to commence the delivery of royalty gas to Seller (or its designee) prior to six (6) months following lessee's receipt of notice of Seller's election to take its royalty gas in kind.

1.2 In order that Seller can give its lessee as much advance notice as possible of the date it will start receiving its royalty gas in kind, Buyer shall notify Seller, and Seller shall notify its lessee, at least 60 days prior to the date Buyer will receive gas from Seller pursuant to this contract.

ARTICLE II

Quantity

2.1 It is understood and agreed by the parties that the volume of gas available to Seller from the leases covered by this contract depends upon the production from the leases over which Seller has no control. Buyer hereby agrees to purchase on each day commencing with the date of first delivery

hereunder and continuing during the term of this contract all of Seller's royalty gas available at the point of delivery described in Article III hereof.

ARTICLE III

Delivery Point and Delivery Pressure

3.1 The point of delivery of all gas delivered hereunder shall be at the same point of delivery that Seller receives delivery of its royalty gas from its lessee in the North Cook Inlet Field.

3.2 Buyer, at its own expense, shall arrange to accept Seller's gas at the point of delivery.

3.3 Seller will deliver gas received by Seller from lessee at the pressure at which the gas is received by Seller from its lessee.

ARTICLE IV

Quality

4.1 The gas to be delivered by Seller to Buyer at the delivery point shall be gas of the same quality as is delivered to Seller by the lessee at the point of delivery.

ARTICLE V

Price and Billing

5.1 The price to be paid by Buyer to Seller for gas delivered shall be as follows:

- a. Commencing on the date of first deliveries hereunder, assuming that this date occurs prior to July 1, 1977 and continuing until the first day of July 1977, the price shall be 55.5 cents per MCF.
- b. Commencing on the first day of July 1977 and continuing until the first day of July 1978 the price shall be the higher of (i) 60.36 cents per MCF, (ii) the price Seller would have received from Phillips Petroleum Company had it not elected to receive its royalty gas in kind, (iii) the highest price paid by any purchaser in the upper Cook Inlet area for gas of similar quality and similar conditions of delivery; with due regard to appropriate factors including, but not limited to, difference of BTU content, delivery pressure, term of the contract and connection charges.
- c. For each succeeding 12 month period commencing July 1, 1978 the price shall be increased to the higher of (i) the previous year's price plus 2 cents per MCF, (ii) the price Seller would have received had it not elected to take its

royalty in kind, (iii) the highest price paid by any purchaser in the upper Cook Inlet area for gas of similar quality and conditions of delivery; with due regard to appropriate factors including, but not limited to, difference of BTU content, delivery pressure, term of the contract and connection charges.

5.2 Thirty days prior to the date of each annual price change, Seller, at its option, may determine the price which it would have received from its lessee had it not elected to take its royalty gas in kind and the highest price being paid for gas of similar quality and similar conditions of delivery; with due regard to appropriate factors including, but not limited to, difference of BTU content, delivery pressure, term of the contract and connection charges in the upper Cook Inlet area and submit the same to Buyer along with suitable supporting evidence as to such prices. Buyer shall have the right to submit other evidence within the 30 day period.

5.3 After the delivery of gas has commenced Buyer shall, on or before the 20th day following the end of each month, render to Seller a statement showing the quantity of gas delivered during that month and shall therewith pay Seller the amount due for all such gas.

5.4 Each party hereto shall have, at its expense, the right to examine the books and records of the other party to the extent necessary to verify the accuracy of any statement, charge, computation, or demand made under or pursuant to this

contract. Any statement shall be final as to both parties unless questioned in writing within two (2) years after payment thereof has been made.

5.5 The terms "upper Cook Inlet area" as used here in shall mean the area encompassed in a radius of 100 kilometers from the Phillips Petroleum North Cook Inlet platform.

ARTICLE VI

Term

6.1 This contract shall become effective upon the execution hereof and the approval of the Alaska Royalty Oil and Gas Development Advisory Board and the State Legislature and shall continue and remain in effect until July 1, 1984, unless terminated prior to such date by mutual agreement of the parties, or pursuant to Article VII.

ARTICLE VII

Conditions Precedent

7.1 Buyer shall have the right to terminate this contract upon 30 days written notice to Seller if Buyer is unable to make satisfactory arrangements to take delivery of the gas. Buyer shall exercise this right to terminate on or before January 31, 1978, thereafter Buyer may not exercise this right to terminate.

ARTICLE VIII

Notices

8.1 Notices required to be given under this contract shall be deemed sufficiently given and served when and if

deposited in the United States mail postage prepaid and certified
or registered addressed to Seller at:

Commissioner
Department of Natural Resources
Pouch M, Juneau, Alaska 99811

or to Buyer at:

Alaska Pipeline Company
P. O. Box 6288
Anchorage, Alaska 99502

IN WITNESS WHEREOF, the parties hereto have caused
this Agreement to be executed in four (4) original counterparts
on this day and year first above written.

"BUYER"

STATE OF ALASKA

ATTEST:

ATTEST:

HCR
142

HOUSE RESOURCES COMMITTEE REPORT

It is the desire of the House Resources Committee to include the contract for the sale and purchase of state-owned royalty gas from the North Cook Inlet Gas Field with Alaska Pipeline Company, in the Committee Report and have the contract printed in the Journal.

Nels A. Anderson, Jr.

Nels A. Anderson, Jr., Chairman

COMMITTEE COPY

Gas Purchase Contract

This Contract, made and entered into this _____ day of _____ 1976, by and between the Alaska Pipeline Company ("APC") herein referred to as "Buyer" and the State of Alaska, hereinafter referred to as "Seller" :

WITNESSED

WHEREAS, Buyer owns and operates a natural gas pipeline system in areas of Alaska for the delivery of natural gas for ultimate consumption within the State of Alaska, and

WHEREAS, Seller has the right under each of the leases identified at Exhibit "A" attached hereto to be paid by the lessee thereunder a royalty of twelve and one-half percent in kind or in value of the natural gas produced and saved and used off of the lands covered by each such lease, and

WHEREAS, Seller is authorized by AS 38.05.183 to sell royalty gas; and

WHEREAS, Buyer represents to Seller that all gas purchased under this contract will be used to meet the requirements of its customers within the State of Alaska;

NOW, THEREFORE, in consideration of the representations, covenants, and conditions herein contained, Buyer and Seller hereby agree as follows:

ARTICLE 1

Seller's Royalty Gas

1.1 Seller hereby agrees that within 30 days after the execution and approval of this agreement as required by the laws of the State of Alaska, Seller shall notify the lessee under the leases set forth at Exhibit "A" of this agreement of Seller's election to take its royalty gas in kind. Said notice will provide that the lessee shall commence the delivery of said royalty gas to Seller (or to Seller's designee) upon a receipt of notice from Seller that all facilities necessary to enable Buyer to receive and market said gas are ready; provided, however, in no event shall lessee be required to commence the delivery of royalty gas to Seller (or its designee) prior to six (6) months following lessee's receipt of notice of Seller's election to take its royalty gas in kind.

1.2 In order that Seller can give its lessee as much advance notice as possible of the date it will start receiving its royalty gas in kind, Buyer shall notify Seller, and Seller shall notify its lessee, at least 60 days prior to the date Buyer will receive gas from Seller pursuant to this contract.

ARTICLE II

Quantity

2.1 It is understood and agreed by the parties that the volume of gas available to Seller from the leases covered by this contract depends upon the production from the leases over which Seller has no control. Buyer hereby agrees to purchase on each day commencing with the date of first delivery

hereunder and continuing during the term of this contract all of Seller's royalty gas available at the point of delivery described in Article III hereof.

ARTICLE III

Delivery Point and Delivery Pressure

3.1 The point of delivery of all gas delivered hereunder shall be at the same point of delivery that Seller receives delivery of its royalty gas from its lessee in the North Cook Inlet Field.

3.2 Buyer, at its own expense, shall arrange to accept Seller's gas at the point of delivery.

3.3 Seller will deliver gas received by Seller from lessee at the pressure at which the gas is received by Seller from its lessee.

ARTICLE IV

Quality

4.1 The gas to be delivered by Seller to Buyer at the delivery point shall be gas of the same quality as is delivered to Seller by the lessee at the point of delivery.

ARTICLE V

Price and Billing

5.1 The price to be paid by Buyer to Seller for gas delivered shall be as follows:

- a. Commencing on the date of first deliveries hereunder, assuming that this date occurs prior to July 1, 1977 and continuing until the first day of July 1977, the price shall be 55.5 cents per MCF.
- b. Commencing on the first day of July 1977 and continuing until the first day of July 1978 the price shall be the higher of (i) 60.36 cents per MCF, (ii) the price Seller would have received from Phillips Petroleum Company had it not elected to receive its royalty gas in kind, (iii) the highest price paid by any purchaser in the upper Cook Inlet area for gas of similar quality and similar conditions of delivery; with due regard to appropriate factors including, but not limited to, difference of BTU content, delivery pressure, term of the contract and connection charges.
- c. For each succeeding 12 month period commencing July 1, 1978 the price shall be increased to the higher of (i) the previous year's price plus 2 cents per MCF, (ii) the price Seller would have received had it not elected to take its

royalty in kind, (iii) the highest price paid by any purchaser in the upper Cook Inlet area for gas of similar quality and conditions of delivery; with due regard to appropriate factors including, but not limited to, difference of BTU content, delivery pressure, term of the contract and connection charges.

5.2 Thirty days prior to the date of each annual price change, Seller, at its option, may determine the price which it would have received from its lessee had it not elected to take its royalty gas in kind and the highest price being paid for gas of similar quality and similar conditions of delivery; with due regard to appropriate factors including, but not limited to, difference of BTU content, delivery pressure, term of the contract and connection charges in the upper Cook Inlet area and submit the same to Buyer along with suitable supporting evidence as to such prices. Buyer shall have the right to submit other evidence within the 30 day period.

5.3 After the delivery of gas has commenced Buyer shall, on or before the 20th day following the end of each month, render to Seller a statement showing the quantity of gas delivered during that month and shall therewith pay Seller the amount due for all such gas.

5.4 Each party hereto shall have, at its expense, the right to examine the books and records of the other party to the extent necessary to verify the accuracy of any statement, charge, computation, or demand made under or pursuant to this

contract. Any statement shall be final as to both parties unless questioned in writing within two (2) years after payment thereof has been made.

5.5 The terms "upper Cook Inlet area" as used here in shall mean the area encompassed in a radius of 100 kilometers from the Phillips Petroleum North Cook Inlet platform.

ARTICLE VI

Term

6.1 This contract shall become effective upon the execution hereof and the approval of the Alaska Royalty Oil and Gas Development Advisory Board and the State Legislature and shall continue and remain in effect until July 1, 1984, unless terminated prior to such date by mutual agreement of the parties, or pursuant to Article VII.

ARTICLE VII

Conditions Precedent

7.1 Buyer shall have the right to terminate this contract upon 30 days written notice to Seller if Buyer is unable to make satisfactory arrangements to take delivery of the gas. Buyer shall exercise this right to terminate on or before January 31, 1978, thereafter Buyer may not exercise this right to terminate.

ARTICLE VIII

Notices

8.1 Notices required to be given under this contract shall be deemed sufficiently given and served when and if

deposited in the United States mail postage prepaid and certified
or registered addressed to Seller at:

Commissioner
Department of Natural Resources
Pouch M, Juneau, Alaska 99811

or to Buyer at:

Alaska Pipeline Company
P. O. Box 6288
Anchorage, Alaska 99502

IN WITNESS WHEREOF, the parties hereto have caused
this Agreement to be executed in four (4) original counterparts
on this day and year first above written.

"BUYER"

STATE OF ALASKA

ATTEST:

ATTEST:

Introduced: 5/4/76
Referred: Resources and
Finance

1 IN THE HOUSE

BY THE RULES COMMITTEE BY
REQUEST OF THE GOVERNOR

2 HOUSE CONCURRENT RESOLUTION NO. 142

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 NINTH LEGISLATURE - SECOND SESSION

5 Relating to the taking of
6 state-owned royalty oil or gas
7 in-kind and its disposal by sale.

8 BE IT RESOLVED BY THE LEGISLATURE OF THE STATE OF ALASKA:

9 WHEREAS the legislature by enactment of the Alaska Royalty Oil and Gas
10 Development Board statute, AS 38.06. et seq., has established a clear policy
11 of favoring the taking of state-owned royalty oil or gas in-kind and making
12 that royalty available for in-state uses; and

13 WHEREAS the State of Alaska presently receives a one-eighth royalty on
14 gas produced from the North Cook Inlet Gas Field in value, but has the
15 right to receive this royalty in-kind; and

16 WHEREAS the commissioner of natural resources has entered into a
17 contract for the sale and purchase of state-owned royalty gas from the
18 North Cook Inlet Gas Field with Alaska Pipeline Company, an Alaskan corpora-
19 tion which sells natural gas in the Anchorage and North Kenai Road areas; and

20 WHEREAS the contract between the State of Alaska and Alaska Pipeline
21 Company requires as a condition precedent to its becoming effective appro-
22 val by a majority of each house of the Legislature;

23 BE IT RESOLVED by the Alaska State Legislature that approval of
24 Alaska Royalty Gas Sale No. 76-1, the contract for the sale of state
25 royalty gas from the North Cook Inlet Gas Field to Alaska Pipeline Company,
26 is hereby approved.

27
28
29

Introduced: 5/4/76
Referred: Resources and
Finance

BY THE RULES COMMITTEE BY
REQUEST OF THE GOVERNOR

1 IN THE HOUSE

2 HOUSE CONCURRENT RESOLUTION NO. 142

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 NINTH LEGISLATURE - SECOND SESSION

5 Relating to the taking of
6 state-owned royalty oil or gas
7 in-kind and its disposal by sale.

8 BE IT RESOLVED BY THE LEGISLATURE OF THE STATE OF ALASKA:

9 WHEREAS the legislature by enactment of the Alaska Royalty Oil and Gas
10 Development Board statute, AS 38.06. et seq., has established a clear policy
11 of favoring the taking of state-owned royalty oil or gas in-kind and making
12 that royalty available for in-state uses; and

13 WHEREAS the State of Alaska presently receives a one-eighth royalty on
14 gas produced from the North Cook Inlet Gas Field in value, but has the
15 right to receive this royalty in-kind; and

16 WHEREAS the commissioner of natural resources has entered into a
17 contract for the sale and purchase of state-owned royalty gas from the
18 North Cook Inlet Gas Field with Alaska Pipeline Company, an Alaskan corpora-
19 tion which sells natural gas in the Anchorage and North Kenai Road areas; and

20 WHEREAS the contract between the State of Alaska and Alaska Pipeline
21 Company requires as a condition precedent to its becoming effective appro-
22 val by a majority of each house of the Legislature;

23 BE IT RESOLVED by the Alaska State Legislature that approval of
24 Alaska Royalty Gas Sale No. 76-1, the contract for the sale of state
25 royalty gas from the North Cook Inlet Gas Field to Alaska Pipeline Company,
26 is hereby approved.

Introduced: 5/4/76
Referred: Resources and
Finance

BY THE RULES COMMITTEE BY
REQUEST OF THE GOVERNOR

1 IN THE HOUSE

2 HOUSE CONCURRENT RESOLUTION NO. 142

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 NINTH LEGISLATURE - SECOND SESSION

5 Relating to the taking of
6 state-owned royalty oil or gas
7 in-kind and its disposal by sale.

8 BE IT RESOLVED BY THE LEGISLATURE OF THE STATE OF ALASKA:

9 WHEREAS the legislature by enactment of the Alaska Royalty Oil and Gas
10 Development Board statute, AS 38.06. et seq., has established a clear policy
11 of favoring the taking of state-owned royalty oil or gas in-kind and making
12 that royalty available for in-state uses; and

13 WHEREAS the State of Alaska presently receives a one-eighth royalty on
14 gas produced from the North Cook Inlet Gas Field in value, but has the
15 right to receive this royalty in-kind; and

16 WHEREAS the commissioner of natural resources has entered into a
17 contract for the sale and purchase of state-owned royalty gas from the
18 North Cook Inlet Gas Field with Alaska Pipeline Company, an Alaskan corpora-
19 tion which sells natural gas in the Anchorage and North Kenai Road areas; and

20 WHEREAS the contract between the State of Alaska and Alaska Pipeline
21 Company requires as a condition precedent to its becoming effective appro-
22 val by a majority of each house of the Legislature;

23 BE IT RESOLVED by the Alaska State Legislature that approval of
24 Alaska Royalty Gas Sale No. 76-1, the contract for the sale of state
25 royalty gas from the North Cook Inlet Gas Field to Alaska Pipeline Company,
26 is hereby approved.

Introduced: 5/4/76
Referred: Resources and
Finance

1 IN THE HOUSE

BY THE RULES COMMITTEE BY
REQUEST OF THE GOVERNOR

2 HOUSE CONCURRENT RESOLUTION NO. 142

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 NINTH LEGISLATURE - SECOND SESSION

5 Relating to the taking of
6 state-owned royalty oil or gas
7 in-kind and its disposal by sale.

8 BE IT RESOLVED BY THE LEGISLATURE OF THE STATE OF ALASKA:

9 WHEREAS the legislature by enactment of the Alaska Royalty Oil and Gas
10 Development Board statute, AS 38.06. et seq., has established a clear policy
11 of favoring the taking of state-owned royalty oil or gas in-kind and making
12 that royalty available for in-state uses; and

13 WHEREAS the State of Alaska presently receives a one-eighth royalty on
14 gas produced from the North Cook Inlet Gas Field in value, but has the
15 right to receive this royalty in-kind; and

16 WHEREAS the commissioner of natural resources has entered into a
17 contract for the sale and purchase of state-owned royalty gas from the
18 North Cook Inlet Gas Field with Alaska Pipeline Company, an Alaskan corpora-
19 tion which sells natural gas in the Anchorage and North Kenai Road areas; and

20 WHEREAS the contract between the State of Alaska and Alaska Pipeline
21 Company requires as a condition precedent to its becoming effective appro-
22 val by a majority of each house of the Legislature;

23 BE IT RESOLVED by the Alaska State Legislature that approval of
24 Alaska Royalty Gas Sale No. 76-1, the contract for the sale of state
25 royalty gas from the North Cook Inlet Gas Field to Alaska Pipeline Company,
26 is hereby approved.

Introduced: 5/4/76
Referred: Resources and
Finance

BY THE RULES COMMITTEE BY
REQUEST OF THE GOVERNOR

1 IN THE HOUSE

2 HOUSE CONCURRENT RESOLUTION NO. 142

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 NINTH LEGISLATURE - SECOND SESSION

5 Relating to the taking of
6 state-owned royalty oil or gas
7 in-kind and its disposal by sale.

8 BE IT RESOLVED BY THE LEGISLATURE OF THE STATE OF ALASKA:

9 WHEREAS the legislature by enactment of the Alaska Royalty Oil and Gas
10 Development Board statute, AS 38.06. et seq., has established a clear policy
11 of favoring the taking of state-owned royalty oil or gas in-kind and making
12 that royalty available for in-state uses; and

13 WHEREAS the State of Alaska presently receives a one-eighth royalty on
14 gas produced from the North Cook Inlet Gas Field in value, but has the
15 right to receive this royalty in-kind; and

16 WHEREAS the commissioner of natural resources has entered into a
17 contract for the sale and purchase of state-owned royalty gas from the
18 North Cook Inlet Gas Field with Alaska Pipeline Company, an Alaskan corpora-
19 tion which sells natural gas in the Anchorage and North Kenai Road areas; and

20 WHEREAS the contract between the State of Alaska and Alaska Pipeline
21 Company requires as a condition precedent to its becoming effective appro-
22 val by a majority of each house of the Legislature;

23 BE IT RESOLVED by the Alaska State Legislature that approval of
24 Alaska Royalty Gas Sale No. 76-1, the contract for the sale of state
25 royalty gas from the North Cook Inlet Gas Field to Alaska Pipeline Company,
26 is hereby approved.

Introduced: 5/4/76
Referred: Resources and
Finance

1 IN THE HOUSE

BY THE RULES COMMITTEE BY
REQUEST OF THE GOVERNOR

2 HOUSE CONCURRENT RESOLUTION NO. 142

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 NINTH LEGISLATURE - SECOND SESSION

5 Relating to the taking of
6 state-owned royalty oil or gas
7 in-kind and its disposal by sale.

8 BE IT RESOLVED BY THE LEGISLATURE OF THE STATE OF ALASKA:

9 WHEREAS the legislature by enactment of the Alaska Royalty Oil and Gas
10 Development Board statute, AS 38.06. et seq., has established a clear policy
11 of favoring the taking of state-owned royalty oil or gas in-kind and making
12 that royalty available for in-state uses; and

13 WHEREAS the State of Alaska presently receives a one-eighth royalty on
14 gas produced from the North Cook Inlet Gas Field in value, but has the
15 right to receive this royalty in-kind; and

16 WHEREAS the commissioner of natural resources has entered into a
17 contract for the sale and purchase of state-owned royalty gas from the
18 North Cook Inlet Gas Field with Alaska Pipeline Company, an Alaskan corpora-
19 tion which sells natural gas in the Anchorage and North Kenai Road areas; and

20 WHEREAS the contract between the State of Alaska and Alaska Pipeline
21 Company requires as a condition precedent to its becoming effective appro-
22 val by a majority of each house of the Legislature;

23 BE IT RESOLVED by the Alaska State Legislature that approval of
24 Alaska Royalty Gas Sale No. 76-1, the contract for the sale of state
25 royalty gas from the North Cook Inlet Gas Field to Alaska Pipeline Company,
26 is hereby approved.

Introduced: 5/4/76
Referred: Resources and
Finance

1 IN THE HOUSE

BY THE RULES COMMITTEE BY
REQUEST OF THE GOVERNOR

2 HOUSE CONCURRENT RESOLUTION NO. 142

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 NINTH LEGISLATURE - SECOND SESSION

5 Relating to the taking of
6 state-owned royalty oil or gas
7 in-kind and its disposal by sale.

8 BE IT RESOLVED BY THE LEGISLATURE OF THE STATE OF ALASKA:

9 WHEREAS the legislature by enactment of the Alaska Royalty Oil and Gas
10 Development Board statute, AS 38.06. et seq., has established a clear policy
11 of favoring the taking of state-owned royalty oil or gas in-kind and making
12 that royalty available for in-state uses; and

13 WHEREAS the State of Alaska presently receives a one-eighth royalty on
14 gas produced from the North Cook Inlet Gas Field in value, but has the
15 right to receive this royalty in-kind; and

16 WHEREAS the commissioner of natural resources has entered into a
17 contract for the sale and purchase of state-owned royalty gas from the
18 North Cook Inlet Gas Field with Alaska Pipeline Company, an Alaskan corpora-
19 tion which sells natural gas in the Anchorage and North Kenai Road areas; and

20 WHEREAS the contract between the State of Alaska and Alaska Pipeline
21 Company requires as a condition precedent to its becoming effective appro-
22 val by a majority of each house of the Legislature;

23 BE IT RESOLVED by the Alaska State Legislature that approval of
24 Alask Royalty Gas Sale No. 76-1, the contract for the sale of state
25 royalty gas from the North Cook Inlet Gas Field to Alaska Pipeline Company,
26 is hereby approved.

Original Sponsor: Rules Committee by
request of the Governor

Offered: 5/10/76
Referred: Finance

1 IN THE HOUSE BY THE RESOURCES COMMITTEE

2 CS FOR HOUSE CONCURRENT RESOLUTION NO. 142

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 NINTH LEGISLATURE - SECOND SESSION

5 Relating to the taking of state-owned
6 royalty oil or gas in-kind and its disposal
7 by sale.

8 BE IT RESOLVED BY THE LEGISLATURE OF THE STATE OF ALASKA:

9 WHEREAS the legislature by enactment of the Alaska Royalty Oil and Gas
10 Development Board statute, AS 38.06, et seq., has established a clear policy
11 of favoring the taking of state-owned royalty oil or gas in-kind and making
12 that royalty available for in-state uses; and

13 WHEREAS the State of Alaska presently receives a one-eighth royalty on
14 gas produced from the North Cook Inlet Gas Field in value, but has the
15 right to receive this royalty in-kind; and

16 WHEREAS the commissioner of natural resources has entered into a con-
17 tract for the sale and purchase of state-owned royalty gas from the North
18 Cook Inlet Gas Field with Alaska Pipeline Company, an Alaskan corporation
19 which sells natural gas in the Anchorage and North Kenai Road areas; and

20 WHEREAS the contract between the State of Alaska and Alaska Pipeline
21 Company requires as a condition precedent to its becoming effective approval
22 by a majority of each house of the Legislature;

23 BE IT RESOLVED by the Alaska State Legislature that Alaska royalty gas
24 sale No. 76-1 and the contract providing for the sale of royalty gas from
25 the North Cook Inlet gas field pertaining to it, between the state and the
26 Alaska Pipeline Company, is hereby approved.

27
28
29

Original Sponsor: Rules Committee by
request of the Governor

Offered: 5/10/76
Referred: Finance

1 IN THE HOUSE

BY THE RESOURCES COMMITTEE

2

CS FOR HOUSE CONCURRENT RESOLUTION NO. 142

3

IN THE LEGISLATURE OF THE STATE OF ALASKA

4

NINTH LEGISLATURE - SECOND SESSION

5

Relating to the taking of state-owned

6

royalty oil or gas in-kind and its disposal

7

by sale.

8

BE IT RESOLVED BY THE LEGISLATURE OF THE STATE OF ALASKA:

9

WHEREAS the legislature by enactment of the Alaska Royalty Oil and Gas

10

Development Board statute, AS 38.06, et seq., has established a clear policy

11

of favoring the taking of state-owned royalty oil or gas in-kind and making

12

that royalty available for in-state uses; and

13

WHEREAS the State of Alaska presently receives a one-eighth royalty on

14

gas produced from the North Cook Inlet Gas Field in value, but has the

15

right to receive this royalty in-kind; and

16

WHEREAS the commissioner of natural resources has entered into a con-

17

tract for the sale and purchase of state-owned royalty gas from the North

18

Cook Inlet Gas Field with Alaska Pipeline Company, an Alaskan corporation

19

which sells natural gas in the Anchorage and North Kenai Road areas; and

20

WHEREAS the contract between the State of Alaska and Alaska Pipeline

21

Company requires as a condition precedent to its becoming effective approval

22

by a majority of each house of the Legislature;

23

BE IT RESOLVED by the Alaska State Legislature that Alaska royalty gas

24

sale No. 76-1 and the contract providing for the sale of royalty gas from

25

the North Cook Inlet gas field pertaining to it, between the state and the

26

Alaska Pipeline Company, is hereby approved.

27

28

29

Original Sponsor: Rules Committee by
request of the Governor

Offered: 5/10/76
Referred: Finance

1 IN THE HOUSE BY THE RESOURCES COMMITTEE

2 CS FOR HOUSE CONCURRENT RESOLUTION NO. 142

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 NINTH LEGISLATURE -- SECOND SESSION

5 Relating to the taking of state-owned
6 royalty oil or gas in-kind and its disposal
7 by sale.

8 BE IT RESOLVED BY THE LEGISLATURE OF THE STATE OF ALASKA:

9 WHEREAS the legislature by enactment of the Alaska Royalty Oil and Gas
10 Development Board statute, AS 38.06, et seq., has established a clear policy
11 of favoring the taking of state-owned royalty oil or gas in-kind and making
12 that royalty available for in-state uses; and

13 WHEREAS the State of Alaska presently receives a one-eighth royalty on
14 gas produced from the North Cook Inlet Gas Field in value, but has the
15 right to receive this royalty in-kind; and

16 WHEREAS the commissioner of natural resources has entered into a con-
17 tract for the sale and purchase of state-owned royalty gas from the North
18 Cook Inlet Gas Field with Alaska Pipeline Company, an Alaskan corporation
19 which sells natural gas in the Anchorage and North Kenai Road areas; and

20 WHEREAS the contract between the State of Alaska and Alaska Pipeline
21 Company requires as a condition precedent to its becoming effective approval
22 by a majority of each house of the Legislature;

23 BE IT RESOLVED by the Alaska State Legislature that Alaska royalty gas
24 sale No. 76-1 and the contract providing for the sale of royalty gas from
25 the North Cook Inlet gas field pertaining to it, between the state and the
26 Alaska Pipeline Company, is hereby approved.

27
28
29

Original Sponsor: Rules Committee by
request of the Governor

Offered: 5/10/76
Referred: Finance

1 IN THE HOUSE BY THE RESOURCES COMMITTEE

2 CS FOR HOUSE CONCURRENT RESOLUTION NO. 142

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 NINTH LEGISLATURE - SECOND SESSION

5 Relating to the taking of state-owned
6 royalty oil or gas in-kind and its disposal
7 by sale.

8 BE IT RESOLVED BY THE LEGISLATURE OF THE STATE OF ALASKA:

9 WHEREAS the legislature by enactment of the Alaska Royalty Oil and Gas
10 Development Board statute, AS 38.06, et seq., has established a clear policy
11 of favoring the taking of state-owned royalty oil or gas in-kind and making
12 that royalty available for in-state uses; and

13 WHEREAS the State of Alaska presently receives a one-eighth royalty on
14 gas produced from the North Cook Inlet Gas Field in value, but has the
15 right to receive this royalty in-kind; and

16 WHEREAS the commissioner of natural resources has entered into a con-
17 tract for the sale and purchase of state-owned royalty gas from the North
18 Cook Inlet Gas Field with Alaska Pipeline Company, an Alaskan corporation
19 which sells natural gas in the Anchorage and North Kenai Road areas; and

20 WHEREAS the contract between the State of Alaska and Alaska Pipeline
21 Company requires as a condition precedent to its becoming effective approval
22 by a majority of each house of the Legislature;

23 BE IT RESOLVED by the Alaska State Legislature that Alaska royalty gas
24 sale No. 76-1 and the contract providing for the sale of royalty gas from
25 the North Cook Inlet gas field pertaining to it, between the state and the
26 Alaska Pipeline Company, is hereby approved.

27
28
29



RECORDS CERTIFICATION



I, the undersigned, an employee of the State of Alaska, do hereby certify that the microfilm images on this microform are accurate reproductions of the original records of the State of Alaska as accumulated during the regular course of business, and that it is the established policy and practice of this State to microfilm its records and to dispose of the original records after microfilm reproductions have been made.

James O. Smith
Signature of Camera Operator

2/8/90
Date

COMMITTEE REPORT

4

HOUSE

5/15/76

Mr. Speaker:

Date 5-19-76

The Committee on FINANCE has had HCR 143

under consideration. A Majority of the members of the Committee

recommends it DO PASS

recommends it DO NOT PASS

recommends it DO PASS WITH ATTACHED AMENDMENT(S)

recommends it BE REPLACED WITH CS FOR _____ AND THAT

CS FOR _____ DO PASS

"and" recommends it BE REFERRED TO THE _____

COMMITTEE

reports it back WITHOUT RECOMMENDATION

"other"

Members signing the Majority report:

<u>[Signature]</u>	<u>[Signature]</u>	_____
<u>[Signature]</u>	<u>[Signature]</u>	_____
<u>[Signature]</u>	<u>[Signature]</u>	_____
<u>[Signature]</u>	<u>[Signature]</u>	_____

Members NOT concurring in the Majority report:

_____ recommends:

_____ recommends:

_____ recommends:

_____ recommends:

_____ recommends:

[Signature] Chairman

Introduced: 5/4/76
Referred: Health, Education &
Social Services and Finance

1 IN THE HOUSE

BY THE RULES COMMITTEE

2 HOUSE CONCURRENT RESOLUTION NO. 143

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 NINTH LEGISLATURE - SECOND SESSION

5 Relating to a Legislative Affairs Agency
6 study.

7 BE IT RESOLVED BY THE LEGISLATURE OF THE STATE OF ALASKA:

8 WHEREAS certain adult individuals are unable to protect themselves
9 against conditions injurious to their health and safety as a result of social
10 or vocational maladjustment, age, mental illness, or mental retardation; and

11 WHEREAS certain individuals have personal needs resulting from social or
12 vocational maladjustment, age, mental illness or mental retardation; and

13 WHEREAS many of these individuals do not need the intensive health
14 services provided by a licensed skilled nursing or intermediate care facility,
15 but because of their physical or mental disability or limitation require
16 residential living situations offering services above the level of room and
17 board in order to maintain their health and safety; and

18 WHEREAS the residential living situations inhabited by these individuals
19 are presently unregulated by the state; and

20 WHEREAS it is in the public interest to protect disabled and aged indi-
21 viduals from conditions injurious to their health and safety against which
22 those individuals are unable to protect themselves and which could be elimi-
23 nated through monitoring and regulation;

24 BE IT RESOLVED by the Alaska State Legislature that the Legislative
25 Affairs Agency is directed to undertake a study of the feasibility of regu-
26 lating living situations inhabited by disabled and aged adults which includes:

27 (1) a characterization of the living situations in which disabled and
28 aged adults reside;

29 (2) a characterization of the special needs of aged and disabled

STATE OF ALASKA
THE LEGISLATURE

LEGISLATIVE AFFAIRS AGENCY

POUCH Y - STATE CAPITOL
JUNEAU, ALASKA 99811
907-465-3800

MEMORANDUM

May 13, 1976

SUBJECT: HCR 143 - Study of Residential Facilities for Aged and Disabled Adults

TO: The Honorable Susan Sullivan
Chairman, House HESS Committee

FROM: Louise Crane *LC*
Research Analyst

As you requested, we are submitting herewith a revised fiscal note for HCR 143. In accordance with the Committee's wishes the funding level has been reduced, from \$6,300 to \$3,200. This reduction is accounted for by a scaling back of the amount of travel. We believe that this study, as outlined in my memo of May 11 to Mr. Erickson (which you reviewed yesterday) and the Resolution, can be accomplished at the level of funding here indicated; the reduction will narrow its scope but should not impair its quality.

We note that this Resolution is not accompanied by an appropriation, and assume therefore that it is your intent that it be financed out of the otherwise unallocated appropriation to the Legislative Council for contract services. We would call your attention to the fact that a number of other resolutions are pending which, if passed, would also require funds from this account. The Legislative Council has the responsibility for allocating these resources.

LC:jm Enclosure

3607

Introduced: 5/4/76
Referred: Health, Education &
Social Services and Finance

1 IN THE HOUSE

BY THE RULES COMMITTEE

2 HOUSE CONCURRENT RESOLUTION NO. 143

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 NINTH LEGISLATURE - SECOND SESSION

5 Relating to a Legislative Affairs Agency
6 study.

7 BE IT RESOLVED BY THE LEGISLATURE OF THE STATE OF ALASKA:

8 WHEREAS certain adult individuals are unable to protect themselves
9 against conditions injurious to their health and safety as a result of social
10 or vocational maladjustment, age, mental illness, or mental retardation; and

11 WHEREAS certain individuals have personal needs resulting from social or
12 vocational maladjustment, age, mental illness or mental retardation; and

13 WHEREAS many of these individuals do not need the intensive health
14 services provided by a licensed skilled nursing or intermediate care facility,
15 but because of their physical or mental disability or limitation require
16 residential living situations offering services above the level of room and
17 board in order to maintain their health and safety; and

18 WHEREAS the residential living situations inhabited by these individuals
19 are presently unregulated by the state; and

20 WHEREAS it is in the public interest to protect disabled and aged indi-
21 viduals from conditions injurious to their health and safety against which
22 those individuals are unable to protect themselves and which could be elimi-
23 nated through monitoring and regulation;

24 BE IT RESOLVED by the Alaska State Legislature that the Legislative
25 Affairs Agency is directed to undertake a study of the feasibility of regu-
26 lating living situations inhabited by disabled and aged adults which includes:

27 (1) a characterization of the living situations in which disabled and
28 aged adults reside;

29 (2) a characterization of the special needs of aged and disabled

1 individuals;

2 (3) an analysis of the conditions injurious to health and safety of
3 disabled and aged persons which could be eliminated by regulations and
4 periodic inspections;

5 (4) the cost to the living situation of remedying conditions injurious
6 to the health and safety of aged and disabled individuals;

7 (5) a recommendation on the need for and advisability of state level
8 regulation of residential living situations of aged and disabled persons.

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

29

STATE OF ALASKA
THE LEGISLATURE

LEGISLATIVE AFFAIRS AGENCY

POUCH Y - STATE CAPITOL
JUNEAU, ALASKA 99811
907-465-3800

MEMORANDUM

May 13, 1976

SUBJECT: HCR 143 - Study of Residential Facilities for Aged and Disabled Adults

TO: The Honorable Susan Sullivan
Chairman, House HESS Committee

FROM: Louise Crane *LC*
Research Analyst

As you requested, we are submitting herewith a revised fiscal note for HCR 143. In accordance with the Committee's wishes the funding level has been reduced, from \$6,300 to \$3,200. This reduction is accounted for by a scaling back of the amount of travel. We believe that this study, as outlined in my memo of May 11 to Mr. Erickson (which you reviewed yesterday) and the Resolution, can be accomplished at the level of funding here indicated; the reduction will narrow its scope but should not impair its quality.

We note that this Resolution is not accompanied by an appropriation, and assume therefore that it is your intent that it be financed out of the otherwise unallocated appropriation to the Legislative Council for contract services. We would call your attention to the fact that a number of other resolutions are pending which, if passed, would also require funds from this account. The Legislative Council has the responsibility for allocating these resources.

LC:jm Enclosure

3607

THE LEGISLATURE OF THE STATE OF ALASKA
AMENDED FISCAL NOTE
 Second Session - Ninth Legislature

Amended 5/14/76

I. REQUEST

Bill No. House Concurrent Resolution No. 143
 Title: "Relating to Legislative Affairs Agency Study"
 Requested by: Rules Committee Date: May 3, 1976
 Return Date Requested: _____
 Agency: Legislative Affairs Agency Program: _____

II. FISCAL DETAIL

Budget Request Unit(s) Affected: _____

A. EXPENDITURES: (Thousands of dollars)

OBJECT	FY 76	FY 77	FY 78	FY 79	FY 80	FY 81
100 PERSONAL SERVICES	0	0				
200 TRAVEL	0	3.2				
300 CONTRACTUAL	0	0				
400 COMMODITIES	0	0				
500 EQUIPMENT	0	0				
600 LAND & STRUCTURES	0	0				
700 GRANTS, CLAIMS, ETC.	0	0				
TOTAL	0	3.2				

B. FUNDING: (Thousands of dollars)

GENERAL FUND	0	3.2				
FEDERAL FUNDS	0	0				
OTHER	0	0		-		

C. POSITIONS:

PERMANENT/TEMPORARY	0/0	0/0	/	/	/	/
MAN MONTHS (P./T.)	0/0	0/0	/	/	/	/

III. ANALYSIS (See Fiscal Note Preparation Instructions, Section III)

100. This project will require a significant commitment of already budgeted Legislative Affairs Agency staff.

Research Analyst Salary: 4 months
 Attorney Salary: 6 weeks

IV. ATTACHMENTS

V. DATE: May 14, 1976 PREPARED BY: Louise Crane, Research Analyst
 Legislative Affairs Agency

Original: Legislative Finance
 cc: Budget and Management
 Prime Sponsor (First Legislator Named)



RECORDS CERTIFICATION



I, the undersigned, an employee of the State of Alaska, do hereby certify that the microfilm images on this microform are accurate reproductions of the original records of the State of Alaska as accumulated during the regular course of business, and that it is the established policy and practice of this State to microfilm its records and to dispose of the original records after microfilm reproductions have been made.

James O. Smith
Signature of Camera Operator

2/8/90
Date

COMMITTEE REPORT

5/18/76

HOUSE

Mr. Speaker:

Date May 25 1976

The Committee on FINANCE has had HCR 144

under consideration. A Majority of the members of the Committee

recommends it DO PASS

recommends it DO NOT PASS

recommends it DO PASS WITH ATTACHED AMENDMENT(S)

recommends it BE REPLACED WITH CS FOR _____ AND THAT
CS FOR _____ DO PASS

"and" recommends it BE REFERRED TO THE _____
COMMITTEE

reports it back WITHOUT RECOMMENDATION

"other"

Members signing the Majority report:

<u>[Signature]</u>	_____	_____
<u>[Signature]</u>	_____	_____
<u>[Signature]</u>	_____	_____

Members NOT concurring in the Majority report:

_____ recommends:

_____ recommends:

_____ recommends:

_____ recommends:

_____ recommends:

_____ Chairman

Introduced: 5/4/76
Referred: State Affairs and
Finance

1 IN THE HOUSE

BY THE RULES COMMITTEE

2 HOUSE CONCURRENT RESOLUTION NO. 144

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 NINTH LEGISLATURE - SECOND SESSION

5 Relatin to the reconstruction of the road
6 between Sand Point and Sand Point Airport.

7 BE IT RESOLVED BY THE LEGISLATURE OF THE STATE OF ALASKA:

8 WHEREAS the six-mile road that connects the City of Sand Point with the
9 airport that serves that community is seriously deteriorated; and

10 WHEREAS during the annual Spring "breakup" period the road becomes
11 impassable even for a four-wheel drive vehicle; and

12 WHEREAS, when it constructed the harbor at Sand Point, the U. S. Army
13 Corps of Engineers reconstructed two of the six miles of road; and

14 WHEREAS, as a result of the hazards created by the deteriorated road
15 condition, the damaged thoroughfare is extremely harmful to vehicles and
16 dangerous to individuals driving them, thus creating indirect, but very real,
17 costs;

18 BE IT RESOLVED by the Alaska State Legislature that it respectfully
19 requests the Governor to direct the Department of Highways to reconstruct the
20 remaining four miles of the road connecting the City of Sand Point with its
21 airport during the 1976 construction season.

22

23

24

25

26

27

28

29

#



RECORDS CERTIFICATION



I, the undersigned, an employee of the State of Alaska, do hereby certify that the microfilm images on this microform are accurate reproductions of the original records of the State of Alaska as accumulated during the regular course of business, and that it is the established policy and practice of this State to microfilm its records and to dispose of the original records after microfilm reproductions have been made.

James O. Smith
Signature of Camera Operator

2/8/97
Date

COMMITTEE REPORT

5/25/76

HOUSE

Mr. Speaker:

Date _____

The Committee on FINANCE has had HCR 152

under consideration. A Majority of the members of the Committee

recommends it DO PASS

recommends it DO NOT PASS

recommends it DO PASS WITH ATTACHED AMENDMENT(S)

recommends it BE REPLACED WITH CS FOR _____ AND THAT
CS FOR _____ DO PASS

"and" recommends it BE REFERRED TO THE _____
COMMITTEE

reports it back WITHOUT RECOMMENDATION

"other"

Members signing the Majority report:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Members NOT concurring in the Majority report:

_____ recommends:

_____ recommends:

_____ recommends:

_____ recommends:

_____ recommends:

_____ Chairman

Introduced: 5/25/76
Referred: Finance

1 IN THE HOUSE

BY THE FINANCE COMMITTEE

2 HOUSE CONCURRENT RESOLUTION NO. 152

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 NINTH LEGISLATURE - SECOND SESSION

5 Relating to minority contractors.

6 BE IT RESOLVED BY THE LEGISLATURE OF THE STATE OF ALASKA:

7 WHEREAS there are in the State of Alaska a significant number of private
8 businesses owned and operated by minority persons; and

9 WHEREAS the state is obligated by law to treat all persons on a fair and
10 equal basis regardless of race, color or creed; and

11 WHEREAS the State of Alaska generates a substantial amount of business
12 activity through contracts with private enterprises; and

13 WHEREAS state contracts can be a useful vehicle for promoting minority-
14 owned Alaska businesses;

15 BE IT RESOLVED by the Alaska State Legislature that the Governor is
16 respectfully requested to instruct all state agencies seeking the services of
17 private contractors that each agency should provide all interested private
18 businesses, including minority enterprises, an equal opportunity to be
19 awarded state contracts; and be it

20 FURTHER RESOLVED that each state agency should instruct prime contrac-
21 tors that all subcontracts should be let on a fair and equal basis whereby
22 minority businesses may be accorded an equal opportunity to participate.
23

ALASKA STATE LEGISLATURE

. NINTH Legislature . SECONDSession

HOUSE . CONCURRENT RES. NO. 152

By . . . FINANCE COMMITTEE

Relating to minority contractors.

Minority contractors

Introduced in the House 5/25, 1976.

HISTORY IN THE HOUSE

19 76	Read first time and referred to Committee on												
May 25	Finance												
	Reported back with recommendation that												
	Read second time and												
	Read third time and												
	<table border="0"> <tr> <td>PASS</td> <td>Effective Date</td> </tr> <tr> <td>Yeas</td> <td>Yeas</td> </tr> <tr> <td>Nays</td> <td>Nays</td> </tr> <tr> <td>Absent</td> <td>Absent</td> </tr> <tr> <td>Excused</td> <td>Excused</td> </tr> </table>	PASS	Effective Date	Yeas	Yeas	Nays	Nays	Absent	Absent	Excused	Excused		
PASS	Effective Date												
Yeas	Yeas												
Nays	Nays												
Absent	Absent												
Excused	Excused												
	<table border="0"> <tr> <td colspan="2">Reconsideration</td> </tr> <tr> <td>PASS</td> <td>Effective Date</td> </tr> <tr> <td>Yeas</td> <td>Yeas</td> </tr> <tr> <td>Nays</td> <td>Nays</td> </tr> <tr> <td>Absent</td> <td>Absent</td> </tr> <tr> <td>Excused</td> <td>Excused</td> </tr> </table>	Reconsideration		PASS	Effective Date	Yeas	Yeas	Nays	Nays	Absent	Absent	Excused	Excused
Reconsideration													
PASS	Effective Date												
Yeas	Yeas												
Nays	Nays												
Absent	Absent												
Excused	Excused												
	Reported correctly engrossed Signed by Speaker Sent to Senate												
CHIEF CLERK OF THE HOUSE													

HISTORY IN THE SENATE

19	Read first time and referred to Committee on												
	Reported back with recommendation that												
	Read second time and												
	Read third time and												
	<table border="0"> <tr> <td>PASS</td> <td>Effective Date</td> </tr> <tr> <td>Yeas</td> <td>Yeas</td> </tr> <tr> <td>Nays</td> <td>Nays</td> </tr> <tr> <td>Absent</td> <td>Absent</td> </tr> <tr> <td>Excused</td> <td>Excused</td> </tr> </table>	PASS	Effective Date	Yeas	Yeas	Nays	Nays	Absent	Absent	Excused	Excused		
PASS	Effective Date												
Yeas	Yeas												
Nays	Nays												
Absent	Absent												
Excused	Excused												
	<table border="0"> <tr> <td colspan="2">Reconsideration</td> </tr> <tr> <td>PASS</td> <td>Effective Date</td> </tr> <tr> <td>Yeas</td> <td>Yeas</td> </tr> <tr> <td>Nays</td> <td>Nays</td> </tr> <tr> <td>Absent</td> <td>Absent</td> </tr> <tr> <td>Excused</td> <td>Excused</td> </tr> </table>	Reconsideration		PASS	Effective Date	Yeas	Yeas	Nays	Nays	Absent	Absent	Excused	Excused
Reconsideration													
PASS	Effective Date												
Yeas	Yeas												
Nays	Nays												
Absent	Absent												
Excused	Excused												
	Reported correctly engrossed Signed by President Returned to House												
SECRETARY OF THE SENATE													

HISTORY IN THE HOUSE

19	Received from Senate
	Reported correctly enrolled
	Sent to Governor
 By Governor
	Filed with Lt. Governor
Chapter No.	

Introduced: 5/25/76
Referred: Finance

1 IN THE HOUSE BY THE FINANCE COMMITTEE
2 HOUSE CONCURRENT RESOLUTION NO. 152
3 IN THE LEGISLATURE OF THE STATE OF ALASKA
4 NINTH LEGISLATURE - SECOND SESSION

5 Relating to minority contractors.

6 BE IT RESOLVED BY THE LEGISLATURE OF THE STATE OF ALASKA:

7 WHEREAS there are in the State of Alaska a significant number of private
8 businesses owned and operated by minority persons; and

9 WHEREAS the state is obligated by law to treat all persons on a fair and
10 equal basis regardless of race, color or creed; and

11 WHEREAS the State of Alaska generates a substantial amount of business
12 activity through contracts with private enterprises; and

13 WHEREAS state contracts can be a useful vehicle for promoting minority-
14 owned Alaska businesses;

15 BE IT RESOLVED by the Alaska State Legislature that the Governor is
16 respectfully requested to instruct all state agencies seeking the services of
17 private contractors that each agency should provide all interested private
18 businesses, including minority enterprises, an equal opportunity to be
19 awarded state contracts; and be it

20 FURTHER RESOLVED that each state agency should instruct prime contrac-
21 tors that all subcontracts should be let on a fair and equal basis whereby
22 minority businesses may be accorded an equal opportunity to participate.
23

24

25

26

27

28

29

#

Introduced: 5/25/76
Referred: Finance

1 IN THE HOUSE BY THE FINANCE COMMITTEE
2 HOUSE CONCURRENT RESOLUTION NO. 152
3 IN THE LEGISLATURE OF THE STATE OF ALASKA
4 NINTH LEGISLATURE - SECOND SESSION

5 Relating to minority contractors.

6 BE IT RESOLVED BY THE LEGISLATURE OF THE STATE OF ALASKA:

7 WHEREAS there are in the State of Alaska a significant number of private
8 businesses owned and operated by minority persons; and

9 WHEREAS the state is obligated by law to treat all persons on a fair and
10 equal basis regardless of race, color or creed; and

11 WHEREAS the State of Alaska generates a substantial amount of business
12 activity through contracts with private enterprises; and

13 WHEREAS state contracts can be a useful vehicle for promoting minority-
14 owned Alaska businesses;

15 BE IT RESOLVED by the Alaska State Legislature that the Governor is
16 respectfully requested to instruct all state agencies seeking the services of
17 private contractors that each agency should provide all interested private
18 businesses, including minority enterprises, an equal opportunity to be
19 awarded state contracts; and be it

20 FURTHER RESOLVED that each state agency should instruct prime contrac-
21 tors that all subcontracts should be let on a fair and equal basis whereby
22 minority businesses may be accorded an equal opportunity to participate.
23
24
25
26
27
28
29

#

Introduced: 5/25/76
Referred: Finance

1 IN THE HOUSE

BY THE FINANCE COMMITTEE

2 HOUSE CONCURRENT RESOLUTION NO. 152

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 NINTH LEGISLATURE - SECOND SESSION

5 Relating to minority contractors.

6 BE IT RESOLVED BY THE LEGISLATURE OF THE STATE OF ALASKA:

7 WHEREAS there are in the State of Alaska a significant number of private
8 businesses owned and operated by minority persons; and

9 WHEREAS the state is obligated by law to treat all persons on a fair and
10 equal basis regardless of race, color or creed; and

11 WHEREAS the State of Alaska generates a substantial amount of business
12 activity through contracts with private enterprises; and

13 WHEREAS state contracts can be a useful vehicle for promoting minority-
14 owned Alaska businesses;

15 BE IT RESOLVED by the Alaska State Legislature that the Governor is
16 respectfully requested to instruct all state agencies seeking the services of
17 private contractors that each agency should provide all interested private
18 businesses, including minority enterprises, an equal opportunity to be
19 awarded state contracts; and be it

20 FURTHER RESOLVED that each state agency should instruct prime contrac-
21 tors that all subcontracts should be let on a fair and equal basis whereby
22 minority businesses may be accorded an equal opportunity to participate.
23

24
25
26
27
28
29
#

Introduced: 5/25/76
Referred: Finance

1 IN THE HOUSE

BY THE FINANCE COMMITTEE

2 HOUSE CONCURRENT RESOLUTION NO. 152

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 NINTH LEGISLATURE - SECOND SESSION

5 Relating to minority contractors.

6 BE IT RESOLVED BY THE LEGISLATURE OF THE STATE OF ALASKA:

7 WHEREAS there are in the State of Alaska a significant number of private
8 businesses owned and operated by minority persons; and

9 WHEREAS the state is obligated by law to treat all persons on a fair and
10 equal basis regardless of race, color or creed; and

11 WHEREAS the State of Alaska generates a substantial amount of business
12 activity through contracts with private enterprises; and

13 WHEREAS state contracts can be a useful vehicle for promoting minority-
14 owned Alaska businesses;

15 BE IT RESOLVED by the Alaska State Legislature that the Governor is
16 respectfully requested to instruct all state agencies seeking the services of
17 private contractors that each agency should provide all interested private
18 businesses, including minority enterprises, an equal opportunity to be
19 awarded state contracts; and be it

20 FURTHER RESOLVED that each state agency should instruct prime contrac-
21 tors that all subcontracts should be let on a fair and equal basis whereby
22 minority businesses may be accorded an equal opportunity to participate.
23

24

25

26

27

28

29

#



RECORDS CERTIFICATION



I, the undersigned, an employee of the State of Alaska, do hereby certify that the microfilm images on this microform are accurate reproductions of the original records of the State of Alaska as accumulated during the regular course of business, and that it is the established policy and practice of this State to microfilm its records and to dispose of the original records after microfilm reproductions have been made.

James O. Smith
Signature of Camera Operator

2/8/90
Date

COMMITTEE REPORT

3/23/76

SENATE

Mr. President:

Date 3/24/76

The Committee on Finance has had SJR 52 amending the Constitution of State of Alaska under consideration. A Majority of the members of the Committee

- recommends it DO PASS
- recommends it DO NOT PASS
- recommends it DO PASS WITH ATTACHED AMENDMENT(S)
- recommends it BE REPLACED WITH CS FOR _____ AND THAT CS FOR _____ DO PASS
- "and" recommends it BE REFERRED TO THE _____ COMMITTEE
- reports it back WITHOUT RECOMMENDATION
- "other"

Members signing the Majority report:

<u>Lee Kay</u>	<u>NO REC</u>	<u>F. Poland - N. K.</u>
<u>Mr. [unclear]</u>	<u>Mr. [unclear]</u>	_____
<u>Mr. [unclear]</u>	<u>Mr. [unclear]</u>	_____
<u>Mr. [unclear]</u>	<u>Mr. [unclear]</u>	_____

Members NOT concurring in the Majority report:

_____ recommends:

_____ recommends:

_____ recommends:

_____ recommends:

_____ recommends:

Lee Kay Chairman

Introduced: 3/19/76
Referred: Health, Education and
Social Services and Finance

1 IN THE SENATE

BY THE HEALTH, EDUCATION AND
SOCIAL SERVICES COMMITTEE

2 SENATE JOINT RESOLUTION NO. 52

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 NINTH LEGISLATURE - SECOND SESSION

5 Proposing an amendment to the Constitution
6 of the State of Alaska relating to
7 contracting with private educational
8 institutions.

9 BE IT RESOLVED BY THE LEGISLATURE OF THE STATE OF ALASKA:

10 * Section 1. Article VII, sec. 1, Constitution of the State of Alaska
11 is amended to read:

12 SECTION 1. PUBLIC EDUCATION. The legislature shall by general law
13 establish and maintain a system of public schools open to all children
14 of the State, and may provide for other public educational institutions.
15 Schools and institutions so established shall be free from sectarian
16 control. No money shall be paid from public funds for the direct
17 benefit of any religious or other private educational institution but
18 this does not preclude payment for services under contract with ac-
19 credited private educational institutions for educational and research
20 services.

21 * Sec. 2. The amendment proposed by this resolution shall be placed
22 before the voters of the state at the next general election in conformity
23 with art. XIII, sec. 1, Constitution of the State of Alaska, and the election
24 laws of the state.
25
26
27
28
29

#

Introduced: 3/19/76
Referred: Health, Education and
Social Services and Finance

1 IN THE SENATE

BY THE HEALTH, EDUCATION AND
SOCIAL SERVICES COMMITTEE

2 SENATE JOINT RESOLUTION NO. 52

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 NINTH LEGISLATURE - SECOND SESSION

5 Proposing an amendment to the Constitution
6 of the State of Alaska relating to
7 contracting with private educational
8 institutions.

9 BE IT RESOLVED BY THE LEGISLATURE OF THE STATE OF ALASKA:

10 * Section 1. Article VII, sec. 1, Constitution of the State of Alaska
11 is amended to read:

12 SECTION 1. PUBLIC EDUCATION. The legislature shall by general law
13 establish and maintain a system of public schools open to all children
14 of the State, and may provide for other public educational institutions.
15 Schools and institutions so established shall be free from sectarian
16 control. No money shall be paid from public funds for the direct
17 benefit of any religious or other private educational institution but
18 this does not preclude payment for services under contract with ac-
19 credited private educational institutions for educational and research
20 services.

21 * Sec. 2. The amendment proposed by this resolution shall be placed
22 before the voters of the state at the next general election in conformity
23 with art. XIII, sec. 1, Constitution of the State of Alaska, and the election
24 laws of the state.
25
26
27
28
29

#



RECORDS CERTIFICATION

I, the undersigned, an employee of the State of Alaska, do hereby certify that the microfilm images on this microform are accurate reproductions of the original records of the State of Alaska as accumulated during the regular course of business, and that it is the established policy and practice of this State to microfilm its records and to dispose of the original records after microfilm reproductions have been made.

James O. Smith
Signature of Camera Operator

2/8/90
Date

Urging federal estate tax reforms through the passage of S.1173 or H.R.1793.

COMMITTEE REPORT

5/10/76

HOUSE

Mr. Speaker:

Date _____

The Committee on FINANCE has had SJR 56

under consideration. A Majority of the members of the Committee

recommends it DO PASS

recommends it DO NOT PASS

recommends it DO PASS WITH ATTACHED AMENDMENT(S)

recommends it BE REPLACED WITH CS FOR _____ AND THAT
CS FOR _____ DO PASS

"and" recommends it BE REFERRED TO THE _____
COMMITTEE

reports it back WITHOUT RECOMMENDATION

"other"

Members signing the Majority report:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Members NOT concurring in the Majority report:

_____	recommends:
_____	recommends:
_____	recommends:
_____	recommends:
_____	recommends:

_____ Chairman