

UTA lawyer questions accuracy of Tundra Times

To the editor:

Your recent article involving the finances of the United Tribes of Alaska (UTA) amply demonstrates the danger of publishing articles without first interviewing all of the relevant sources. Thus, a muddled article in the *Anchorage Times* which partly quotes me, followed by your own reporter's paraphrasing of the *Times* article, without verifying its accuracy, has led to a quite incorrect conclusion in your paper that UTA and the Bureau of Indian Affairs disagree on the payment of certain expenses of UTA's 1985 Congress.

On the contrary, UTA and BIA are in full agreement. The background to this matter is simple. When UTA held its September 1985 Congress it made most of the travel and lodging arrangements on behalf of the village delegates attending from the Bush. For the most part, these delegates were not sent to the Congress with funds in hand to cover these costs. Nor could UTA advance these costs. But since UTA officials were assured that BIA Self-Determination Act Section "104(a)" grants made to villages could properly be used to cover these travel and per diem expenses, it was clear that eventually these expenses would be paid. Unfortunately, this has not yet occurred.

The fault for this is not with the BIA, and any inference to the contrary in your article or in the *Anchorage Times* article is plainly wrong. Securing payment is a matter of sor-

ting out these travel and lodging expenses for each village and assisting those villages in seeing to it that their "104(a)" grant funds are properly applied to these debts. BIA Native Services Division Director Tim DeAsis' remark in your article that these are "permissible expenses" confirms that UTA's understanding is both correct and in line with the Bureau's understanding.

Though not legally obligated to do so, UTA has sought to assist its member villages in completing the necessary paperwork so that these expenses can be covered and appropriate travel agents and hotels reimbursed. To be perfectly clear, despite the inaccuracies of both articles, these are *not* UTA debts. Nor has UTA ever suggested that the BIA would be making a direct grant to UTA. On the contrary, these grants go directly to the villages (or their designee). And other than travel and per diem expenses, UTA has no expectation that other expenses connected with the Congress will be paid from such village funds. Accordingly, Mr. DeAsis' alarm, though understandable in light of both articles, is unnecessary.

Banner headlines about a "bailout" may sell papers, but they do a disservice to the Native community which depends on your newspaper for accurate and thorough reporting.

Sincerely,
Lloyd B. Miller
Pro-bono counsel to
United Tribes of Alaska

Lankford wants to clear up Musk Ox controversy

To the editor:

A clearly lopsided media representation of the Susitna Ranch and its treatment of the musk ox herd has raised numerous questions in the minds of readers and past visitors to the Susitna Ranch and prompts me to write this letter. I urge the editor to print this letter in its entirety, as some length is required to tell the story that the media has not told.

Let me begin by explaining the relationship between the organizations involved: the herd is owned by the heirs of Jong Teal; the Musk Ox Corporation has a use agreement for (rents) the herd: the Kellogg Foundation, under a three-year grant to the Musk Ox Corporation, has funded the care of the musk ox herd; Kelly Lankford, doing business as the Susitna Ranch, a sole proprietorship, is under a 10-year contract to the Musk Ox Corporation to manage the herd.

As part of the contract, the herd was moved to Mile 102.8 of the Parks Highway in December, 1984. In preparation for that move and since that time, 78 acres have been cleared, an additional 400 acres have been cultivated to provide oat, timothy, clover, and rye hay, 30 acres have been fenced for the herd (including 5 holding pens), an office has been moved in, three cabins for full time and seasonal workers have been built, and manager's quarters are being erected.

In September, the Musk Ox Corporation withheld its contractually obligated quarterly payment to the Susitna Ranch, which led the Musk Ox Corporation and the Susitna Ranch into arbitration hearings.

The Musk Ox Corporation has made a number of allegations that require discussion. One newspaper article stated that Susan

"Butcher, a former veterinary technician" had seen a dead calf in the pen with live ones. During arbitration, Ms. Butcher testified that she has no formal veterinary training, has no license to practice veterinary medicine, and was not a veterinary technician. Ms. Butcher did see a dead calf; however, because, as she testified during the hearings, she trespassed and snuck onto the property from a back route, she was not able to talk with staff persons regarding the calf. Had she entered the Ranch through the front gate and inquired freely of staff, she would have learned that the calf had died that morning and was left where it had died at the Ranch veterinarian's request. Dr. Myer was driving up from Wasilla and would arrive within the half hour.

Bart Watson, director of the Musk Ox Corporation, had also alleged that he was "turned away" when he tried to make a personal inspection of the herd. Ms. Lankford, manager, denies that he was turned away but that she requested Mr. Watson to make an appointment so she could be present to answer any questions he might have. Subsequently, the arbitrators requested that Mr. Watson not visit the Ranch until the hearings were over.

Much has been made of the fact that several calves have died under the Ranch's care. A look further back in history prior to the Ranch's management of the herd should give the reader better perspective on the deaths. Over a period of nine years, the herd had declined from 180 prime healthy animals to 97 animals, 50 to 60 of which were unhealthy. In 1975, the Institute for Northern Agricultural Research, with Bart Watson as

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farm manager, lost that year's entire Unalakleet calf crop — 49 animals. In 1976, 48 calves, most of that year's crop, were lost — 24 to disease in Fairbanks and 24 to management in Unalakleet, in 1977, no calves survived under Mr. Watson's management. In 1978, 14 calves of 22 survived at least one year. In 1979, 4 of 15 calves survived. In 1980, 2 of 9 survived. In 1981, no breeding was done, as different managers felt that inadequate pasture was available to support the herd. In 1982, 4 calves of 8 survived. In 1983, 5 of 21 survived. In 1984, only one of 14 calves survived. That year, the herd was managed by Umingmak, the same people (including Mr. Watson) which now compromise the Musk Ox Corporation.

During the summer of 1984, Dr. Dietrich, veterinarian from the University of Alaska, Fairbanks, had written a letter to the Musk Ox Corporation recommending that all but 30 of the animals be eliminated so the rest would survive the winter. The herd was moved to the Susitna Ranch instead. Ten adults died, five of them within three weeks of being moved. Autopsies revealed that they were elderly animals which were heavily infested with parasites. Autopsy of the first adult, which died one week after being moved, further revealed that its stomach was full of dirt; the animals were clearly diseased and starving to death when they were turned over to the Susitna Ranch for management.

At the Ranch, 23 calves were born live, including the first set of twins ever born. Fifteen calves died during weaning. The Musk Ox Corporation had decided that calves were to be weaned between 20 and 40 days old. Unfortunately, calves that age are too young to care for themselves but too old to successfully bond with a nurturing human. Four of those calves were also lost to unknown disease. According to Ms. Lankford, this bacterial disease is being researched across the state and nation, in leading laboratories and colleges. She shipped the body of the last calf that died from it to Washington State University for research. The Ranch has necropsy reports on every calf that died. The remaining calf crop (8 calves) was doing well under her management.

The Musk Ox Corporation had also alleged that facilities for the musk ox were inadequate. In fact, 200 sq. ft. of shelter exist for the eight calves, which, incidentally, prefer to be outdoors. Ironically, the Musk Ox Corporation's withholding of payment forced the Ranch to delay construction of the 2700 sq. ft. barn planned for last year's construction season.

Although the arbitration hearings were closed, the results of those hearings are not confidential. The arbitration made the following findings:

1. The Susitna Ranch is not required to add the Musk Ox Corporation to the Ranch's insurance policy. (The Musk Ox Corporation has not been able to secure its own insurance and had asked the Ranch to include them on its policy. The herd, however, is, and always has been, fully insured under the Ranch's policy.)
2. Arbitration found that the handling and holding facilities at the Ranch are adequate and meet the terms of the contract.
3. Under the terms of the contract, 40 acres are to be fenced. Ms. Lankford's personal development plan included fencing 80 acres. At the time of hearings, 30 acres had been fenced and firewood was being removed from the remaining 50 acres prior to fencing (this firewood was being given away). The arbitrators found that if the Ranch fences another 10 acres by May 30, 1986, it will be in compliance with the contract.
4. Arbitration found that the cause of the calves' death during weaning was due to the Musk Ox Corporation's decision regarding timing of the weaning and the process of weaning as specifically regulated by the Corporation.
5. The herd was inspected and counted by the arbitrators and by Dr. Dietrich. Arbitration found that the animals were in good condition and that nothing more could be done for the calves than was being done by the Ranch.
6. Arbitration found that neither the Susitna Ranch nor the Musk Ox Corporation was in violation of the contract at any time until the Musk Ox Corporation missed its payment to the Susitna Ranch.
7. The Arbitrators ordered the Musk Ox Corporation to make payment to the Ranch immediately, in full, and including interest.

Another item for thought. The Musk Ox Corporation was soliciting funds from the "Friends of the Musk Ox" (the public) to provide "facilities" for the musk ox herd. Please beware. The Musk Ox Corporation had received a three-year grant from the Kellogg Foundation and apparently spent much of those funds for back wages for three board members. They withheld the quarterly payment to the Susitna Ranch because they were apparently unable to make the payment, and, in fact, were not able to "immediately" make payment to the Ranch when ordered to do so in arbitration. In any case, it is certain that "Friends of the Musk Ox" monies will not go to construction of facilities, as the Musk Ox Corporation has met its contractual obligations for monies for facilities. Facility improvements are being made at Ms. Lankford's expense.

Since the arbitration hearings, the Musk Ox Corporation has relocated the surviving calves to Fairbanks. Again, media coverage has been negligent. The calves were not "ailing" when moved; they were healthy. Although Mr. Watson claimed to have moved the calves because their coats were "muddy" and "matted", three weeks following the move, the calves had still not been washed. Furthermore, although the calves were taking milk from the Ranch personnel, Mr. Watson has indicated that the calves won't take milk in Fairbanks. Mr. Watson had also moved the calves because he was concerned about their weight and claimed that calves normally weigh 180 lbs. at 6 months. In fact, the only

calf that weighed 180 lbs. under Mr. Watson's management was 10 months old; at 6 months, his calves averaged 85 lbs. Susitna Ranch calves at 5 months ranged from 95 to 174 lbs. and averaged 135 lbs. They were gaining approximately 20 lbs per month at the Ranch.

Although we are still awaiting verification, it is our understanding that three calves have died since they were moved to Fairbanks.

Sheila Lankford

Rural CAP questions Subsistence stand

To the editor:

The December 16, 1985 issue of the *Tundra Times* contains an article which outlines the provisions of Senator Mitch Abood's proposed Subsistence bill. Your accompanying editorial says this piece of legislation is "a good one," and further states that the subsistence "preference" will "allow those who do not have the benefits of alternative resources to 'go to the front of the line.'"

I respectfully disagree with your editorial. The last line of this bill states that Alaska Statutes 16.05.251(b); 16.05.255(b) and 16.05.257(h) are repealed if this bill passes. Although they are substantially re-enacted in other sections, they are not written in a manner which would maintain the priority now accorded to Alaskans engaged in subsistence. Those passages are precisely the ones that would have been repealed in 1982, had Proposition 7 been approved by the voters. However, that effort to repeal the subsistence priority was soundly defeated. Yet, the effect of Senator Abood's bill, should it become law this year, will be the repeal of provisions we fought to keep in 1982. Therefore it was disconcerting to read your editorial endorsing this bill, since the *Tundra Times* was instrumental in the defeat of Proposition 7.

The Abood bill sacrifices the subsistence "priority" and replaces it with watered down "preference." Currently under state law, we have the deliberate and determined protection of subsistence, where the use of fish or game for food is considered the "highest and best" use of the resource. Under the approach in the Abood bill the use of that fish or game is "preferred" but has lost first ranking over other uses. This effectively erodes the intent of the 1978 statute, which Senator Abood's bill seeks to amend. At that point, subsistence has lost strong protection under state law.

The taking of fish and game for food and livelihood is a strong economy that continues to support many, many communities and families in rural Alaska. As such it continues to merit protection in no uncertain terms. As competition for fish and game resources mounts, subsistence users will see continuing challenges to their right to participate in an economy which, over all others (including the cash economy), has proven to be the best means of maintaining family and community in the villages.

It was interesting to note that Senator Abood's bill makes provisions for the Division of Subsistence to study subsistence, the species used and the ways they are utilized, as well as the degree of dependence upon them demonstrated by people who use them. A recent report from the Subsistence Division which states that "Subsistence is an economic system, with producers, processors, and networks of distribution and exchange." The report cites over one hundred technical papers written from months and years spent in the rural communities of Alaska by people who wanted to know

how the subsistence economy works. The Abood bill, however, does not appear to recognize subsistence as an economy. Instead, reliance by people on fish and game for their livelihood is equated with the taking of fish and game for sport, for sale in commercial quantities, even equated with "nonconsumptive needs" such as wildlife viewing (by photographers and tourists). While I accept that in the present age there still remain abundant resources for all to enjoy, I cannot accept that subsistence uses should take second place to any other. There are still too many thousands of people out there who hunt fish and gather food from the land year around, who would be placed in hardship and hunger from a lessening of the protection of their economy.

Finally, I realize the reasons for wishing that any piece of legislation could satisfactorily solve the subsistence controversy. I, too, am weary of the tension and the continual public wrangling about this sensitive issue. However, the effort to protect subsistence will never be quite over. As we all continue the fight begun in 1982, we should never accept less than our right to the strong protections of subsistence contained in the 1978 law.

Sincerely,

Vernita J. Zilys, Director
Subsistence & Natural Resources
Rural CAP

Ed. note: See this week's editorial on page six. □

To the editor:

Recently I read in the *Tundra Times* (Dec. 9, 1985) an article where the Secretary-Treasurer of the Alaska Federation of Natives (AFN) told some organization that "villagers" were not opposed to offshore oil development. Whether or not this is true I can't say, nor can I see how AFN could say so either. Perhaps they asked their newly created Interim Village Board, which is also made up of ANCSA Corporation board members. Perhaps also they saw the profit in oil development to the ANCSA corporations.

I wonder what native organization will be speaking for my family and other Alaskan Natives next. There must be a dozen organizations that could claim to speak on our behalf. However I've not yet seen an election by Alaskan Natives, where they got to vote for their own spokesman. If we are divided into so many, will we fall? Why must we go by other people's rules? Who speaks for Alaska's Native people?

Sincerely,

Walter Tellman
Unalaska, Ak. 99658

Mr. Robert Eder, Chairman
Local Boundary Commission
949 East 36th Street
Suite 404
Anchorage, Alaska 99508

Dear Mr. Eder,

As you are aware, the North Slope Borough detachment proceedings have resulted in considerable debate over my participation on the Commission.

I believe that this debate will make it increasingly difficult for the public to accept the Commission's interest for me to voluntarily withdraw as a participant on this particular issue. Although I believe that I have no conflict of interest in this matter, a position that is supported by the Attorney General's office, I think it is imperative that the citizens of Alaska have no doubts about the objectivity of the Commission in dealing with this matter.

Sincerely,
Bert Greist
Member-Local Boundary Commission