

Old Harbor Native Corporation Settlement Trust

Anchorage Office

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Telephone: (907) 278-6100 • Fax: (907) 276-3441

Old Harbor Office

P.O. Box 71, Old Harbor, Alaska 99643
Telephone: (907) 286-2286 • Fax: (907) 286-2287

Reply to: Anchorage Office

BEAR GUIDE APPLICATION

Applicant: _____
Entity: _____ Guide # _____ Exp. _____
Address: _____
City: _____ State: _____ Zip: _____

D.O.B _____
SSN _____
Phone: _____
Email: _____
Website: _____

1. Are you an Old Harbor Native Corporation Shareholder or Descendant? OHNC enrollment number _____
2. Have you been convicted of a crime or are you currently charged with committing a crime?
3. Have you been convicted within the last five years, of a violation of state or federal hunting, guiding, or transportation services statute or regulation for, which you were imprisoned for more than 5 days?
4. Have you ever been convicted of a violation of state or federal hunting, guiding, or transportation services statute or regulation, for which you received an unsuspended fine of more than \$2,000?
5. Please provide a detailed overview of your experience as a hunting guide, including any certifications or specializations.
6. How do you prioritize safety during hunting expeditions, especially on unfamiliar terrain?
7. Can you provide references or testimonials from previous clients who have used your services on similar lands?

8. What measures do you take to ensure the conservation and preservation of the natural habitat while hunting?

9. How do you handle emergencies or unexpected situations during hunts?

10. Are there any specific rules or regulations you adhere to when guiding hunts on private lands?

11. How do you communicate and coordinate with landowners or property managers to ensure a smooth hunting experience?

12. Can you outline the equipment and gear you typically bring for hunts, and do you have any specific requirements or recommendations for hunters?

13. Do you have experience working with hunters of various skill levels, and how do you adapt your guidance accordingly?

14. Is there anything else we should know about that may affect our decision?

Utilizing residents can be a valuable aspect of hunting guide operations. Here are some ways a hunting guide might engage with locals:

Local Knowledge: Residents often have intimate knowledge of the land, wildlife behavior, and hunting hotspots. Guides can tap into this knowledge to enhance the hunting experience for their clients.

Hunting Partnerships: Guides can establish partnerships with residents who may provide additional support during hunts.

Accommodations and Services: Residents may offer accommodations, meals, or other services to visiting hunters. Guides can collaborate with these individuals or businesses to provide comprehensive hunting packages.

Community Engagement: Engaging with the local community can foster positive relationships and support for the hunting guide operation. This could involve participating in community events, supporting local conservation efforts, or offering educational programs about hunting and wildlife management.

Networking and Referrals: Residents can serve as valuable sources of referrals for the hunting guide business. Guides can network within the community to expand their client base and establish a strong reputation.

Employment Opportunities: Hiring residents as guides, assistants, or support staff can provide economic benefits to the community and ensure that the guide operation has access to individuals with local expertise and connections.

Overall, by involving residents in various aspects of the hunting guide operation, guides can enhance the overall experience for their clients while also contributing positively to the local community.

1. Partnerships and Collaborations:

- How do you typically engage with residents and businesses in the areas where you guide hunts?
- Have you established any partnerships or collaborations with local businesses, such as accommodations or stores?

2. Community Integration:

- What efforts do you make to integrate with the local community while conducting hunts in a particular area?
- Do you participate in local events or support community initiatives related to hunting and conservation?

3. Local Knowledge and Expertise:

- How do you leverage the knowledge and expertise of local residents to enhance the hunting experience for your clients?
- Can you provide examples of how local insights have influenced the success of hunting expeditions in the past?

4. Economic Impact:

- How do you ensure that your operations contribute positively to the local economy?
- Do you prioritize working with local businesses and service providers to support the community?

5. Accommodations and Services:

- What arrangements do you make for accommodations and other services for your clients, and do you prefer to work with local providers?
- How do you ensure that the accommodations and services meet the expectations and needs of your clients?

6. **Local Regulations and Permits:**

- How do you navigate local regulations and permitting processes when utilizing the services of residents or businesses?
- Are there any specific permits or licenses required for engaging residents in hunting activities?

7. **Feedback and Improvement:**

- How do you solicit feedback from residents and businesses with whom you collaborate, and how do you use this feedback to improve your operations?
- Have there been any challenges or issues in working with local stakeholders, and how have you addressed them?

8. **Long-Term Relationships:**

- Do you prioritize building long-term relationships with residents and businesses, and if so, how do you maintain these relationships over time?
- Have you seen any benefits or advantages to working with the same local partners consistently?

9. **Cultural Sensitivity:**

- How do you ensure that your interactions with residents and businesses respect their cultural values and traditions?
- Are there any cultural considerations or protocols that hunters should be aware of when engaging with local communities?

10. **Community Involvement Opportunities:**

- Do you offer opportunities for clients to engage with residents or participate in community activities during their hunting trips?
- How do you encourage responsible and respectful interaction between hunters and the local community?

(Printed Name)

(Signature)

Date: _____

OLD HARBOR NATIVE CORPORATION SETTLEMENT TRUST

LAND USE POLICY

This Land Use Policy (“Policy”) was adopted by the Old Harbor Native Corporation Settlement Trust (“Trust”) Board of Trustees at its meeting held on May 15, 2019 and revised on August 4, 2022. This Policy applies to all land owned by the Trust. Old Harbor Native Corporation (the “Corporation”), pursuant to its management agreement with the Trust, shall apply and enforce this Policy.

Please acknowledge that you are applying to use the sacred Alaska Native traditional lands of the Sugpiaq people of Old Harbor, AK. You are granted access and conditional use of this land under the following terms.

Definitions. The following definitions apply to this Policy:

- (a) “Banned List” means a list of individuals and/or entities that, due to violation(s) of this Policy, are no longer eligible to be issued a Land Use Permit.
- (b) “Cabins” means the three cabins located on Sitkalidak Island and constructed and owned by the Corporation.
- (c) “Community Members” means any person who lives or works in the village of Old Harbor for any period of time but is not a Shareholder, Spouse, or Descendant.
- (d) “Trust Land” means all land owned by the Trust and Corporation on and around the island of Kodiak, including Sitkalidak Island.
- (e) “Descendant” means any person who is a lineal descendant of a Shareholder, including adopted children.
- (f) “Designated Transporter” means a Shareholder, Resident Spouse, or Resident Descendant that has been issued a license by the Corporation to provide transportation services to and from Trust Land.
- (g) “Land Use Permit” means those permits attached as Exhibit A to this Policy.
- (h) “Licensed Guide/Transporter” means (1) a Shareholder, Resident Spouse, or Resident Descendant who (i) is eligible to be added to the Licensed Guide/Transporter List, and (ii) has requested and been added to the Licensed Guide/Transporter List.
- (i) “Licensed Guide/Transporter List” means the list of Licensed Guide/Transporters maintained by the Corporation.
- (j) “Resident Spouse” means a Spouse of a Shareholder that lives in the village of Old Harbor at least six months out of the year.
- (k) “Resident Descendant” means a Descendant of a Shareholder that lives in the village of Old Harbor at least six months out of the year.
- (l) “Shareholder” means any person who owns any number of shares of the Corporation.

(m) “Spouse” means any person who is legally married to any Shareholder and any domestic partner of a Shareholder. A person is a domestic partner of a Shareholder if that person and the Shareholder meet all of the following criteria:

- (1) have been in an exclusive, committed, and intimate relationship with each other for the last consecutive 12 months and intend to continue that relationship indefinitely;
- (2) have resided together at a common primary residence for the last 12 consecutive months and intend to reside together indefinitely;
- (3) consider ourselves to be members of each other’s immediate family;
- (4) are not related to each other to a degree of closeness that would preclude them from marrying each other in Alaska;
- (5) are neither legally married to anyone else;
- (6) are each other’s sole domestic partner and are each responsible for the common welfare of the other;
- (7) share financial obligations, including joint responsibility for basic living expenses and health care costs.

The Trust will accept a written affirmation from both the Shareholder and their domestic spouse that they meet this definition. The Trust reserves the right to reject such affirmations if it is aware of facts that demonstrate such affirmation is false in any respect.

(n) “User” means an individual, including a Community Member, who is not a Shareholder, Spouse, or Descendant.

2. **Scope.** This Policy shall apply to all Land owned by the Trust. The Board of Trustees is the final arbiter regarding the interpretation and implementation of this Policy. Any decision by the Board of Trustees regarding this Policy and any provisions of this Policy shall be final and binding.

3. **Land Use Rules.** The following rules apply to any individual’s (including Shareholders, Spouses, Descendants, and Users) use of Trust Land, including the Cabins, for any purpose. Trespassers will be fined \$1500 if they are found on Trust Land without the appropriate Land Use Permit and any other violation of these Land Use Rules will subject the violator to a fine of \$1,000, in addition to another penalties or actions taken by the Trust pursuant to Section 6 of this Policy.

- (1) All activities shall be conducted in a clean, orderly, safe and sanitary manner.
- (2) Individuals shall not trespass onto private property that may be adjacent to Trust Land;
- (3) All individuals assume all responsibility and risk for their own safety and for that of any others in their party;
- (4) When hunting or fishing on Trust Land, all individuals must comply with all applicable federal and state laws and regulations, including State of Alaska, Department of Fish & Game laws, regulations, and rules, and obtain all required licenses, permits, stamps, and/or tags;

- (5) No hunting or shooting within 500 yards of the village of Old Harbor or any Cabin;
- (6) All trash must be packed out and a clean campsite left behind;
- (7) There shall be no open, unattended fires. Users shall take all reasonable precautions to prevent wildfires. Individuals shall make every effort to suppress any fire that the individual starts or observes and shall report it as soon as possible to the Corporation.
- (8) Individuals shall not use, tamper with or disturb any existing improvements on Trust Land without prior written approval of the Corporation.
- (9) No buildings, structures or improvements shall be placed upon Trust & Trust Land without the prior written approval of the Trust.
- (10) Public drunkenness and loud or obnoxious behavior is prohibited.
- (11) No hazardous substance, as the term is defined under federal and state laws, shall be used, stored or disposed of on Trust Land.
- (12) No trees, timber or live vegetation shall be cut, damaged or removed.
- (13) No food, supplies or other materials shall be stored on the Property except during the period of time that Licensee is actually present on Trust Land, and all such materials shall be removed on Licensee's departure.
- (14) No archeological site or site of any historic or existing Native camp, village, cemetery or grave may be disturbed, nor shall any item be removed from such site. Individuals shall report the discovery of any such archeological site or artifacts to the Trust as soon as possible.
- (15) No wild animals may be fed and all game must be cleaned in the field and properly stored to minimize any bear problems or encounters.

4. Land Use Permits.

- (a) Permits Required. All Users shall obtain the appropriate Land Use Permit from the Trust prior to using any Trust Land for hunting, fishing, sightseeing, berry-picking, camping, or any other purpose. A valid Land Use Permit and photo identification must be carried by a User at all times while on Trust Land.
- (b) Permits Not Required. Shareholders, Spouses and Descendants are not required to obtain Land Use Permits prior to using any Trust Land. If a Shareholder, Spouse or Descendant is engaged in a commercial guiding and/or transporting business and guides or transports a User on Trust Land, that User must obtain the appropriate Land Use Permit.
- (c) Alaska Native Users. If a User is an Alaska Native who is both (i) a shareholder of Koniag, Inc. or an Alaska Village Corporation located within the Koniag Region, and (ii) accompanied by a Shareholder, Spouse, or Descendant, that User must obtain a Land Use Permit but shall not be required to pay any fee for that Land Use Permit.

(d) Types of Land Use Permits. The following are the type of Land Use Permits that the Corporation will issue. All fees paid by Users for Land Use Permits shall be paid to **the Old Harbor Scholarship Foundation**.

(1) Bear Hunting. The fee for a Land Use Permit to hunt bear shall be \$2,000 for Alaska residents and \$3000 for non-residents and shall permit the taking of one (1) bear only and for a maximum of fourteen (14) days.

(2) Deer Hunting. The fee for a Land Use Permit to hunt deer shall be \$150 for Alaska residents and \$300 for non-residents and shall permit the taking of one (1) buck and (1) doe per season and for a maximum of seven (7) days.

(3) Fishing. The fee for a Land Use Permit for fishing shall be \$150 for Alaska residents and \$300 for non-residents and shall permit the following:

A. Fishing permit valid for a maximum of seven (7) days

B. Big Creek: sightseeing and fishing activities; catch and release only

C. Barling Bay: sightseeing and fishing activities; catch and release only

D. Sitkalidak Island: sightseeing and fishing activities; limit of two (2) fish per person/per day

(4) Camping/Sight-seeing. The fee for a Land Use Permit for camping and/or sightseeing shall be \$500 and shall not permit the taking of any deer, fish or other wildlife. Catch and release fishing is permitted with a Land Use Permit for camping and/or sightseeing for a maximum of five (5) days.

(5) Archeological/Educational. The fee for a Land Use Permit for archeological and/or education uses shall be \$0 and shall not permit the taking of any deer, fish or other wildlife. No archeological site or site of any historic or existing Native camp, village, cemetery or grave may be disturbed, nor shall any item be removed from such site. Users shall report the discovery of any such archeological site or artifacts to the Trust as soon as possible.

(e) Right to Refuse to Issue Permits. The Trust reserves the right to not issue Land Use Permits to any person or entity for any reason, including but not limited to prior violations of this Policy. The Trust reserves the right to revoke any Land Use Permit at any time for any violation of this Policy.

(f) Banned List. The Trust shall maintain a Banned List. The Banned List shall list all individuals or entities that the Corporation has determined shall not be issued a Land Use Permit due to past violations of this Policy. No Land Use Permits shall be issued to any individual or entity that is on the Banned List.

(g) Motor Vehicles. All motor vehicles must be kept on designated trails and roads only.

5. Licensed Guides/Transporters. Permits for the hunting of bear and/or deer on Trust or Trust Land, or for fishing from Trust Land, shall only be issued to Users who have contracted with a Licensed Guide/Transporter for guiding and/or transportation to and from their hunts and/or

fishing locations. Licensed Guide/Transporters shall only guide and/or transport Users that have obtained and paid for the necessary Land Use Permit.

- (a) Licensed Guide/Transporter List. The Trust shall maintain a Licensed Guide/Transporter List. The Licensed Guide/Transporter List shall list all Licensed Guide/Transporters authorized by the Trust to guide and/or transport customers to, from and/or on Trust Land. The Licensed Guide/Transporter List shall be publicly available at the Old Harbor Native Corporation's Anchorage (907) 278-6100 and Old Harbor (907)286-2286 offices or email at info@oldharbor.org
- (b) Eligibility for the Licensed Transporter List. A Shareholder, Resident Spouse, or Resident Descendant is eligible to be added to the Licensed Guide/Transporter List as a Licensed Guide/Transporter if that person has:
- (1) obtained the necessary permits and/or licenses from all appropriate federal and/or state agencies that will permit them to legally guide and/or transport hunters;
 - (2) liability insurance in the amounts required by federal and/or state law,
 - (3) added the Old Harbor Native Corporation Settlement Trust, Old Harbor Native Corporation & Old Harbor Scholarship Foundation as an additional insured on their liability insurance;
 - (4) executed a written agreement with the Trust stating that they agree to defend, indemnify, and hold harmless the Old Harbor Native Corporation Settlement Trust, Old Harbor Native Corporation & Old Harbor Scholarship Foundation from any and all claims against the Trust, Corporation and/or the Old Harbor Scholarship Foundation that arise from or relate to their guiding or transportation services; and
 - (5) fully complied with all requirements of this Policy.
- (c) Removal from The Licensed Guide/Transporter List. A Shareholder, Resident Spouse, or Resident Descendant may be removed from the Licensed Guide/Transporter List for up to five (5) years if that person fails to (i) comply with any of the requirements of this Policy, or (ii) fails to ensure that their customers obtain the necessary Land Use Permit. The Board of Trustees of the Trust shall make the final decision in regards to removal of a Shareholder, Resident Spouse or Resident Descendant from the Licensed Guide/Transporter List. A person will be removed from the Licensed Guide/Transporter List only after being given notice of the reason for their removal and a reasonable opportunity to respond and explain to the Board of Trustees why they should not be removed from the Licensed Guide/Transporter List. If the Board determines that a person will be removed from the Licensed Guide/Transporter List, the Board will determine the length of time they will be excluded from that list, up to a maximum of five (5) years. The Board retains the unfettered discretion to permit a person who has been removed from the Licensed Guide/Transporter List to be placed back on the list at any time based on such factors that the Board deems appropriate.
- (d) Non-commercial Transport. The requirement to use a Licensed Guide/Transporter shall not apply when the transport of a User is for recreational and non-commercial purposes (i.e. the transport of friends and/or family for non-commercial hunts in which the transporter and/or guide is not being paid).

6. **Trespass and/or Violations.** The Trust shall investigate any complaints of trespass and/or violations of this Policy.

(a) **Action by The Trust.** Trespassers will be fined \$1500 if found on Trust Land without the appropriate Land Use Permit and any other violation of this Policy will subject the violator to a fine of \$1,000. The Trust may also, in addition to any fines, take action against individuals or entities that have committed a trespass and/or violation this Policy by either:

- (1) Issuing trespass notices and/or warning letters;
- (2) Reporting trespasses and violations of this Policy to the State Troopers,
- (3) Reporting trespasses and violations of this Policy to the appropriate federal and/or state licensing boards;
- (4) Revoking any Land Use Permit issued to an individual who is violating this Policy
- (5) Add that individual to the Banned List;
- (6) Removing a Licensed Guide/Transporter from the Licensed Guide/Transporter List; and/or
- (7) Take legal action, including filing suit for trespass.

(b) **Discretion.** The Trust retains the discretion to not take action in response to any complaint or investigation if it either (i) cannot establish that a trespass or violation of this Policy has occurred, or (ii) determines that it would not be an appropriate expenditure of Corporate resources to pursue the trespass and/or violation, given the totality of circumstances.

(c) **Reports to The Land Use Committee.** At each meeting of the Board of Trustees, the Trust shall report the number and types of complaints of trespass and/or violation of this Policy received by the Trust since the last meeting of the Board of Trustees and the Trust's response to each complaint.

7. **Cabins.** Only Shareholders and Descendants are eligible to use the Cabins. Spouses, and Users cannot use any Cabins unless accompanied by a Shareholder or Descendant. Shareholders and Descendants may use the Cabins only after (i) reporting to the Corporation office when they are going to be using the Cabins, and (ii) every person who will be using the Cabin(s) (including the Shareholder and/or Descendant) has signed a written waiver of liability in favor of the Corporation and in a form acceptable to the Corporation. Shareholders and Descendants are not allowed to use the Cabins for commercial purposes, including but not limited to commercial guiding or hunting.

Any questions or concerns regarding the Land Use Policy please contact the following:

Anchorage Office
2702 Denali St. Suite, 100
Anchorage, AK 99503
(907) 278-6100 phone
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