

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA  
FIRST JUDICIAL DISTRICT AT JUNEAU

INSIDE PASSAGE ELECTRIC  
COOPERATIVE, INC.

Plaintiff,

v.

CHANNEL CONSTRUCTION, INC.,

Defendant and Third-Party  
Plaintiff,

v.

CITY OF HOONAH and HOONAH  
INDIAN ASSOCIATION,

Third-Party Defendants.

Case No. 1JU-16-931 CI

**THIRD-PARTY DEENDANT CITY OF  
HOONAH'S RULE 26(a)(1) INITIAL  
DISCLOSURES**

Third-Party Defendant City of Hoonah (“the City”), through counsel, hereby submits the initial disclosures required by Alaska Rule of Civil Procedure 26(a)(1). These disclosures are based on information presently known to the City and will be supplemented as new information becomes available.

**A. The Factual Basis of the City’s Defenses**

Defendant Channel Construction, Inc. (“Channel”) has brought an equitable apportionment claim against the City based on the false premise that the City is liable as “the landowner and/or general contractor for” the Tunnel Bluff Project – a 2015 construction project that was designed to alleviate the perceived threat of falling rocks on vehicles and pedestrians on Cannery Road in Hoonah (“the Project.”) Defendant Channel claims that the City’s conduct, negligent or otherwise, is the sole proximate cause of any damages that Plaintiff Inside Passage Electrical Cooperative (“IPEC”) is alleged to have suffered; that any and all damages alleged by IPEC against Channel were the result of work “directed and controlled entirely by the City”; that the City is fully and solely liable for any and all damages and claims against Channel; and that the Court should enter judgment, if any, against the City on the basis of several liability and in accordance with the City’s percentage of fault as required by AS 09.17.080.

The City’s position, as outlined more fully herein and in the City’s answer, is that it owes Channel nothing. Hoonah Indian Association “HIA” was the general contractor on the Project; not the City. The City did not contract with Channel for the Project; HIA contracted with Channel for the Project. The City did not authorize, oversee, control, or supervise the blasting that gave

1 rise to Plaintiff IPEC’s claims; HIA, Channel and their subcontractors, subsidiaries and affiliates  
2 oversaw the blasting. No City personnel were employed on the Project or authorized to be  
3 employed on the Project, and no City equipment was used or authorized for use on the Project.  
4 Channel knew that the City’s involvement was limited to being the owner of the Project; that HIA  
5 had been hired by the City to serve as general contractor; and that Channel had been hired as a  
6 subcontractor by HIA.

7 Pursuant to the City’s January 2015 Cooperative Project Agreement (the “Agreement”)  
8 with HIA, the City bears no responsibility for work performed by HIA, Channel or their  
9 subcontractors that exceeded the scope of that Agreement, or loss or liability for damage caused  
10 by HIA, Channel or their subcontractors’ own actions and fault. The Agreement describes the  
11 scope of work, specifies the total funding for the Project (\$2,997,000), and expressly provides, in  
12 Section E, that amendments to the Agreement regarding funding, scope of work, or schedules must  
13 be approved in writing by the City:

14 It is distinctly understood and agreed that no claim for additional work or  
15 materials, done or furnished by HIA and not specifically herein provided for,  
16 will be allowed by HIA, nor shall HIA do any work or furnish any material not  
17 covered by this [Agreement], unless such work is ordered in writing by the City.  
18 In no event shall the City be liable for any materials furnished or used, or for  
19 any work or labor done, unless the materials, work, or labor are required by [this  
20 Agreement] or on written order furnished by the City. Any such work or  
21 materials which may be done or furnished by HIA without written order first  
22 being given shall be at HIA’s own risk, cost, and expense and [HIA] hereby  
23 covenants and agrees to make no claims for compensation for work or materials  
24 done or furnished without any such written order.

25 The Agreement also notes that “HIA shall supervise and monitor the day-to-day performance of  
26 its staff and any contractors” and “HIA shall adhere to applicable laws, regulations, and guidance  
in the administration of” the Project. On January 29, 2015, in an email to the City, HIA firmly  
established in writing these responsibilities as its own, describing itself as the “prime contractor,”  
and stating that it “is sole sourcing the Project to William ‘Shorty’ Tonsgard” (principal of  
Channel), with the exception of “those elements [of the Project] which require special licensing  
and/or permits, such as handling and use of explosives.”

As general contractor, HIA advised the City that it was subcontracting materials, services  
and equipment associated with the Project. The City was not a party to and did not sign any  
agreements with any subcontractor, independent contractor, or employee hired by HIA for the  
Project. The City received no notices of right to lien prior to the start date or at any time during

1 the Project. HIA secured \$2,000,000 in insurance coverage to indemnify and hold harmless the  
2 City, naming the City as an additional insured. HIA agreed that any aggregate produced from the  
3 Project belonged to the City.

4 Huna Totem Corporation (“HTC”), the City, and HIA signed a Temporary Construction  
5 Access Agreement (the “License Agreement”) on January 7, 2015, which gave the City’s  
6 contractor, HIA, and HIA’s assigns (Channel and R&M) a license for an access road related to the  
7 Project. The License Agreement term was from January 7, 2015 to approximately November 26,  
8 2015.

9 On January 30, 2015, HIA executed an Agreement to Purchase Material with Alaska  
10 Coastal Aggregates, LLC, a subsidiary of Sealaska Corporation. This Material Agreement, along  
11 with the License Agreement, was necessary because Sealaska owns a majority of the subsurface  
12 related to the Project. The Material Agreement states, in paragraph 12, that HIA and its  
13 subcontractors will comply with all “requirements of any state or Federal governmental agency  
14 regarding rehabilitation, restoration, maintenance, safety, or environmental quality” and shall be  
15 responsible for “securing from state and/or federal agencies all permits, titles and leases and other  
16 documents as may be proper and necessary to enable [HIA, Channel and their subcontractors] to  
17 perform [their] obligation[s]” regarding extraction of aggregate under the Material Agreement.

18 In February 2015, HIA, Channel and their subcontractors, subsidiaries and affiliates started  
19 the Project. As owner of the Project, the City received briefings on the Project from HIA, Channel  
20 and their subcontractors, subsidiaries and affiliates through the City Council and Mayor.

21 In March 2015, HIA, Channel and their subcontractors advised the City that they had  
22 discovered adverse aggregate conditions, and informed that the volume and method of aggregate  
23 removal had to change. By this point, approximately 70% of the clearing and grubbing for the  
24 Project had been completed, leaving the eastern section of the Project (the section closest to the  
25 City of Hoonah) in its natural state. HIA, Channel and their subcontractors had completed several  
26 small rock cuts via blasting to establish a working bench across the upper portion of the Project.  
HIA, Channel and their subcontractors reported that the Project conditions were extremely steep  
and the subsurface aggregate was softer than anticipated. HIA, Channel and their subcontractors  
further stated that the eastern section of the Project was acting as a dam to the upper portions of  
Tunnel Bluff, outside the parameters of the Project. Based on these claims, HIA, Channel and  
their subcontractors requested that the work regarding blasting and removing the eastern section

of the Project be deleted from the Project design.

1 On April 3, 2015, HIA’s subcontractor, R&M, provided the City with a drawing showing  
2 an amended design of the Project. In turn, a percentage of the work regarding blasting and  
3 extracting rock was deleted from the Project. The amended design and deletion *reduced* the size  
4 and scope of work on the Project by approximately 30%, which also should have reduced the cost  
5 of the Project. HIA, Channel and their subcontractors did not submit, and the City did not approve,  
6 any change order or written amendment to the Agreement regarding an *increase* in cost, size or  
7 scope associated with this amended design.

8 As described further below, the City now knows that HIA’s, Channel’s and their  
9 subcontractors’ claim regarding adverse aggregate conditions was fraudulent; i.e., unforeseen  
10 conditions did not necessitate a change in the original design of the Project. In fact, a change in  
11 the original design of the Project was probably unnecessary. It was HIA’s, Channel’s and their  
12 subcontractors’ poor workmanship and own negligence that caused problems related to the Project,  
13 which was a proximate cause of the damage to IPEC’s electrical feeder line fault. The City was  
14 not aware of this at the time and would not have agreed to the change in the original Project design,  
15 if it had been made aware of what was really going on.

16 In April and May 2015, HIA, Channel and their subcontractors failed to comply with the  
17 terms and conditions of the License Agreement and the Project. HTC advised the City that HIA,  
18 Channel and their subcontractors failed to have a construction bond, failed to maintain one lane of  
19 traffic on Cannery Road during non-blasting times, failed to adequately protect historical and  
20 cultural resources, failed to stop aggregate from being blasted into marine waters (discussed further  
21 below), and failed to complete the work and vacate the Project area by May 1, 2015. Because of  
22 these breaches, HIA, Channel and their subcontractors caused monetary damage to HTC and The  
23 Hoonah Cruise Ship Dock Company, LLC (“HCSD”), a joint venture between the City and HTC  
24 to build a cruise ship dock.

25 In May 2015, the electrical line feeder buried adjacent to Cannery Road, providing power  
26 to the old cannery (now Icy Strait Point “ISP”), faulted, causing a power outage to HTC’s ISP  
27 facility, which disrupted the work of the contractors working on HCSD’s cruise ship dock. The  
28 City took measures to mitigate the damage caused by the power outage, which included but was  
29 not limited to securing an alternative power source during the power service interruption.  
30 Ultimately, and in advance of determining the root cause of the power outage, the City expended

1 considerable resources (more than \$250,000) to help deal with a cascade of calamities that resulted  
2 from, or could have resulted from, the outage.

3 HTC terminated the License Agreement in May of 2015 because of HIA's, Channel's and  
4 their subcontractors' alleged breaches and the damages to HTC's business operations at Icy Strait  
5 Point. HIA, Channel and their subcontractors were planning on shutting down work on the Project  
6 in May of 2015 anyway to accommodate the tourism season, but now lacked a valid License  
7 Agreement to resume after the tourism season ended. HTC advised the City that it would not sign  
8 a new license or easement agreement unless or until it could be shown, to HTC's satisfaction, that  
9 HIA, Channel and their subcontractors or a new contractor and subcontractors could comply with  
10 the terms and conditions of a new agreement without doing further damage to Tunnel Bluff and  
11 HTC's business operations at ISP. HTC has not yet filed a claim against the City and HIA as a  
12 result of HIA's, Channel's and their subcontractors' alleged breaches of the License Agreement,  
13 but that certainly remains a possibility.

14 In June 2015, the United States Army Corps of Engineers advised the City that because  
15 HIA had blasted aggregate into marine waters, the Project was in violation of federal law. HIA's,  
16 Channel's and their subcontractors' blasting and other construction activities on Cannery Road  
17 resulted in the discharge of fill material below the high tide line of Port Frederick in Hoonah. The  
18 City stepped in to assist with resolving this issue, which entailed working with both the Army  
19 Corps and the United States Environmental Protection Agency until the matter was finally resolved  
20 to the Government's satisfaction in March of 2017. The EPA required HIA, the primary  
21 contractor, to remove all fill material unlawfully discharged below the high tide line of Port  
22 Frederick. HIA and its subcontractors drafted the Rock Removal Work Plan (the "Removal Plan")  
23 to resolve the unlawful discharge, which was approved by the EPA. HIA and its subcontractors  
24 then executed the Removal Plan. On February 16, 2017, the EPA met with HIA at the Project site  
25 to verify completion of the Removal Plan. On March 3, 2017, the EPA advised the City and HIA  
26 that HIA had complied with the Removal Plan and that the matter was closed. The City expended  
considerable resources to help deal with HIA's, Channel's and their subcontractors unlawful  
blasting of aggregate into marine waters.

In August and September 2015, HIA, Channel and their subcontractors mobilized  
construction equipment to restart the Project. When HTC became aware of this, HTC reminded  
HIA that the License Agreement had been terminated. HTC advised the City and HIA that if HIA

1 or its subcontractors crossed HTC's land to complete work on the Project, HTC would file a  
2 lawsuit against HIA for trespass.

3 To get the Project completed, the City stepped in to negotiate the reinstatement of the  
4 License Agreement with HTC on behalf of HIA and its subcontractors. The City incurred  
5 considerable costs and strife from HTC, the City's partner in HCSD, because of the situation  
6 caused by HIA and its subcontractors.

7 In October 2015, HIA provided the City and HTC with a revised plan to complete the  
8 Project. The City agreed that HIA should do "Option 1," as described in the Revised Project Plan.  
9 Option 1 provided that blasting and shooting for the Project would be completed within 4 weeks  
10 of the restart date. The plan stated that excavation and removal of aggregate on Cannery Road and  
11 aggregate below the mean high tide would be completed within 8 weeks of the restart date. Again,  
12 HIA, Channel and their subcontractors did not submit, and the City did not approve, any change  
13 order or written amendment to the Agreement regarding an *increase* in cost, size or scope  
14 associated with this amendment to the Agreement.

15 HIA, Channel and their subcontractors did not properly execute Option 1 or finish the  
16 Project as designed and described in the Agreement, and a substantial amount of aggregate remains  
17 on Cannery Road, which is a violation of the License Agreement and the Cooperative Project  
18 Agreement. Option 1 also provided that the paving, guardrails and sidewalks on Cannery Road  
19 would be restored by HIA, but this, too, did not occur.

20 While HIA and its subcontractors were continuing to work on the Project between October  
21 and December 2015, the City engaged Ben Haight, P.E., of Haight & Associates, Inc., to render  
22 an opinion about the cause of IPEC's electrical line feeder fault and ISP's power outage. Haight  
23 completed his report (the "Electrical Fault Report") for the City on January 19, 2016. The  
24 Electrical Fault Report described several theories that may have caused IPEC's electrical feeder  
25 fault and ISP's power outage; specifically, rock penetration and the failure to install proper  
26 conduit:

The initial fault was caused by a rock penetration through the jacket and outer layer  
of semiconductor material. Considering the condition of the cable, it is probable  
that the second fault was also due to a rock penetration.

The purpose of the outer jacket is to protect the insulation and its surrounding semi-  
conductive material from exposure to moisture. When rocks penetrate into the  
semi-conductive material and insulation, moisture is allowed to tree toward the  
conductor. As the moisture penetrates the insulation toward the conductor, the  
insulation quality is reduced. When the insulation level is reduced below the

cable's operating voltage, the cable will fault.

1 Typically, electrical cables are installed in conduit where the soils include rock  
2 material. The only place in Southeast Alaska where cables are known to be direct  
3 buried is Gustavus where rock is not encountered. The conduits protect the cables  
4 from punctures by sharp rocks. It also allows the cables to move freely with earth  
5 movement, thus minimizing stress to the cable insulation.

6 . . . .

7 Based on a soil weight of 130 pounds per cubic foot, and a cable dimension of  
8 approximately 1.5 inches diameter, the weight on the cable from 30 feet of rock  
9 material above is approximately 510 pounds per foot of cable. This weight seems  
10 excessive and perhaps enhances rock penetration into the cable.

11 If cables were buried in schedule 80 PVC conduit, which is typical of these  
12 conditions, the conduit deflection beneath 30 feet of material would have been  
13 approximately 1.3%. This is considerably less than the 5% maximum deflection  
14 typically allowed. The cables buried in conduit would have survived the additional  
15 rock material above along with the earth movement during blasting. Notably, the  
16 conduits containing the telephone cables adjacent to the power cables did not  
17 exhibit deformation or damage.

18 The City is not responsible for the causes of IPEC's electrical line feeder fault and ISP's power  
19 outage described in the Electric Fault Report because the contributing events were neither  
20 authorized by the City nor within the City's supervision or control – i.e., “the weight on the cable  
21 from 30 feet of rock material ... perhaps enhances rock penetration into the cable” and “cables  
22 buried in conduit would have survived the additional rock material along with the earth movement  
23 during blasting.”

24 On March 14, 2017, the City officially terminated HIA's, Channel's and their  
25 subcontractors' work on the Project. The Project is not complete, and despite being pressed to do  
26 so, HIA and its subcontractors have failed to provide a plan to finish the Project. HIA's, Channel's  
and their subcontractors' communications have been limited to payment demands to the City,  
without a clear explanation why HIA, Channel and their subcontractors are owed money. Tunnel  
Bluff is arguably in worse condition than when the Project started. Because of HIA's, Channel's  
and their subcontractors' negligence and incompetence, the City is already defending two claims  
(*Hoonah Indian Association v. City of Hoonah*, 1JU-17-00980 CI and the instant case) and may  
be facing additional claims from other third parties, including but not limited to HTC. Channel  
and other subcontractors on the Project have sent the City and City Council Members payment  
demands that were to be paid from the Project funds already disbursed to HIA.

1 After terminating HIA, Channel and their subcontractors' work on the Project, the City  
2 engaged PND Engineers, Inc. to assess what went wrong with the Project. PND advised the City,  
3 in a report dated June 2017, that the problems with the Project were not caused by adverse  
4 aggregate conditions, as HIA, Channel and their subcontractors had previously misrepresented to  
5 the City. The problems were caused by: (1) non-implementation or incorrect implementation of  
6 controlled blasting methods and poor blast design; (2) alignment/cut design that did not account  
7 for the rock geologic structure, in particular the natural strike and dip of discontinuities in the rock  
8 face; and (3) inadequate construction control during construction. These causes were controlled

9 The City has asserted numerous affirmative defenses to Channel's third-party complaint,  
10 which are set forth in the City's answer, and are generally related to HIA's and Channel's  
11 comparative negligence, defective work, assumption of risk, breaches of its agreements (to which  
12 the City was not a party), and lack of proximate cause. The City's position is that it owes HIA and  
13 Channel nothing, and any damage to IPEC was caused by HIA and Channel or another third-party.

14 **B. Individuals Likely to Have Discoverable Information.**

- 15 1. Gerald Byers, Mayor; Dennis Gray, Jr., Administrator; Billie Miller,  
16 Treasurer/Finance Director; Jennifer McKillican, City Clerk; and all current  
17 personnel and employees  
18 Current City Officers (elected and appointed), City of Hoonah  
19 ATTORNEY/CLIENT PRIVILEGE APPLIES  
20 c/o Simpson, Tillinghast, Sorensen & Sheehan, P.C.  
21 One Sealaska Plaza, Suite 300  
22 Juneau, AK 99801  
23 (907) 586-1400

24 City officers and current personnel and employees may have knowledge of the Agreement  
25 entered between HIA and the City, the Tunnel Bluff Project, and other events described herein.

- 26 2. Shawn McConnell; John Murray; Ed Phillips; Gus Skaflestad; Stan Savland;  
Amelia Wilson  
Current City Council Members, City of Hoonah  
ATTORNEY/CLIENT PRIVILEGE APPLIES  
c/o Simpson, Tillinghast, Sorensen & Sheehan, P.C.  
One Sealaska Plaza, Suite 300  
Juneau, AK 99801  
(907) 586-1400

The current Members of the City Council may have knowledge of the Agreement entered  
between HIA and the City, the Tunnel Bluff Project, and other events described herein.



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3. Robert “Bob” Starbard, Tribal Administrator; David See, Housing/Tribal Transportation Department Director; Sheryl Contreras, Human Resources; and all current personnel and employees  
Hoonah Indian Association  
ATTORNEY/CLIENT PRIVILEGE CLAIMED  
c/o Paul H. Grant, Attorney at Law  
313 Coleman Street  
Juneau, AK 99801  
(907) 586-2701

Mr. Starbard and all current personnel and employees may have knowledge of the Agreement entered between HIA and the City, agreements between HIA, Channel and their subcontractors, the Tunnel Bluff Project, and other events described herein.

4. Johanna (“Jodi”) Mitchell, Chief Executive Officer and General Manager; Don Bolton, Hoonah Plant Lead Operator; Brandon Shaw, Operations Manager; and all current personnel and employees  
Inside Passage Electric Cooperative, Inc.  
ATTORNEY/CLIENT PRIVILEGED CLAIMED  
c/o Kempell, Huffman and Ellis, P.C.  
255 E. Fireweed Lane, Suite 200  
Anchorage, AK 99503  
(907) 277-1604

Ms. Mitchell, Mr. Bolton, Mr. Shaw and all current personnel and employees may have knowledge pertaining to IPEC’s buried transmission line at Icy Straits Point and/or the power outage associated with it.

5. William “Shorty” Tongsgard, President; Will Tongsgard; Jessica Richmond; David Payne, Compliance Coordinator; and all current personnel and employees  
Channel Construction, Inc.  
ATTORNEY/CLIENT PRIVILEGE CLAIMED  
c/o Floyd, Pflueger & Ringer, P.S.  
200 W. Thomas Street, Suite 500  
Seattle, WA 98119-4296  
(206) 441-4455

Mr. Shorty Tongsgard is President of Channel, and Ms. Richmond and Mr. Payne have been listed by Channel as persons with knowledge of the events pertinent to this lawsuit. Mr. Shorty Tongsgard, Ms. Richmond, and Mr. Payne are believed to have knowledge of the agreements between HIA, Channel and their subcontractors and the blasting and excavation associated with the Tunnel Bluff Project, the failure of IPEC’s buried transmission line, and other events described herein. According to the Project documents, Mr. Shorty Tongsgard and Will Tongsgard were employed by HIA as Project Onsite Supervisor and Assistant Onsite Supervisor, respectively;

1 therefore, they are believed to have knowledge of HIA’s work on the Project and events pertinent  
2 to this lawsuit.

- 3 6. Ken Skaflestad, Mayor; Harry Staven, Administrator; Sharon Wright Brown,  
4 Administrator; Lisa Anderson, Treasurer/Finance Director; Alice Williams, City  
5 Clerk  
6 Former City Officers (elected and appointed), City of Hoonah  
7 Address and Phone Number currently unknown.

8 Former City Officers may have knowledge of the Agreement entered between HIA and the  
9 City, the Tunnel Bluff Project, and other events described herein.

- 10 7. Mary Erickson; Robert “Bob” Starbard; Dennis Gray, Sr.; Kendra Hill; Mary Marks  
11 Former City Council Members, City of Hoonah  
12 Address and Phone Number currently unknown.

13 Former City officers may have knowledge of the Agreement entered between HIA and the  
14 City, the Tunnel Bluff Project, and other events described herein.

- 15 8. John Hillman, Former Director of Natural Resources and HIA Project Manager  
16 Hoonah Indian Association  
17 Address and Phone Number currently unknown.

18 Mr. Hillman is believed to have knowledge of the Agreements entered between HIA and  
19 the City, and HIA, Channel and their subcontractors, the Tunnel Bluff Project, and other events  
20 described herein.

- 21 9. Lawrence Gaffaney, Former President & CEO; Russell Dick, Current President &  
22 CEO; Glory Scarano, Treasurer  
23 Hoonah Totem Corporation  
24 9301 Glacier Highway, Suite 200  
25 Juneau, AK 99801-9306  
26 (907) 789-8500

Mr. Gaffaney, Mr. Dick, and Ms. Scarano are believed to have knowledge of the License  
Agreement entered between HTC and HIA, the Tunnel Bluff Project, and other events described  
herein.

10. Harry Brown, former Operations Manager  
Inside Passage Electric Cooperative, Inc.  
Address and Phone Number currently unknown.

Mr. Brown is IPEC’s former Operations Manager and is believed to have knowledge  
pertaining to IPEC’s buried transmission line at Icy Straits Point and/or the power outage  
associated with that transmission line.

11. Ben Haight, Physical Engineer  
Haight & Associates, Inc.

526 Main Street  
Juneau, AK 99801  
(907) 586-9788

Mr. Haight was retained to determine the source of the power failure and authored the opinion, dated January 19, 2016, discussed herein.

12. Craig Norman  
Chatham Electric, Inc.  
P.O. Box 34977  
Juneau, AK 99803  
(907) 789-9899  
craig@chathamelectric.com

Mr. Norman is believed to have knowledge pertaining to IPEC's buried transmission line at Icy Straits Point and the power outage associated with that transmission line.

13. J. Mark Pusich, P.E.; Robert M. Pinter, P.E.  
R&M Engineering/PDC Inc. Engineers  
6205 Glacier Highway  
Juneau, AK 99801  
(907) 780-6060

Mr. Pusich is a Principal Civil Engineer and Mr. Pinter is a Senior Geotechnical Engineer with R&M Engineering, Inc./PDC Inc. Engineers, the subcontractor HIA hired to perform topographic mapping of the existing rock slopes and to prepare design documents for the removal of rock along a portion of Cannery Road. Mr. Pusich and Mr. Pinter are believed to have knowledge of the matters for which R&M Engineering, Inc./PDC Inc. was hired.

14. Dick Somerville, P.E.  
Vice President  
PND Engineers, Inc.  
9360 Glacier Highway, Suite 100  
Juneau, AK 99801  
(907) 586-2093

Mr. Somerville completed an assessment of rock removal quantities for the Project at the City's request, and has knowledge of the assessment summarized in his March 6, 2017 report.

15. Linda Speerstra  
Chief, Southeast Section  
Randy Vigil  
U.S. Army Corps of Engineers, Alaska District  
P.O. Box 22270  
Juneau, AK 99802-2270

Ms. Speerstra and/or Mr. Vigil may have knowledge of the U.S. Army Corps of Engineers' investigation into the discharge of fill from blasting activities below the high tide line within Port Frederick (*In the Matter of City of Hoonah*, Corps. No. POA-2015-404).

16. Michael J. Szerlog, Manager, Aquatic Resources Unit  
Mark Jen, Enforcement Officer, Alaska Operations Office  
Chan Pongkhamsing, CWA Section 404 Enforcement Coordinator  
Edward J. Kowalski, Director  
Chief, Southeast Section  
U.S. Environmental Protection Agency, Region 10  
1200 Sixth Avenue, Suite 900  
Seattle, WA 98101-3140

Mr. Szerlog, Mr. Jen (907-271-3411), Mr. Pongkhamsing (206-553-1806), and/or Mr. Kowalski may have knowledge of the U.S. EPA's investigation into the discharge of fill from blasting activities below the high tide line within Port Frederick (*In the Matter of City of Hoonah*, Corps. No. POA-2015-404; EPA Docket No. CWA-10-2017-0019).

17. Bill Bennett, Manager, Alaska Coastal Aggregates, LLC  
Alaska Coastal Aggregates, LLC  
One Sealaska Plaza Suite 400  
Juneau, AK 99801

Mr. Bennett has knowledge of ACA's Material Agreement with HIA and matters related to the Project.

18. All individuals listed as witnesses by the other parties to this action and to the related case *Hoonah Indian Association v. City of Hoonah.*, 1JU-17-00980 CI.

**C. Individuals Who Have Made a Written or Recorded Statement.**

The City is not aware of any recorded or written statements associated with this litigation at this time, other than those disclosed by the other parties to this case.

**D. Relevant Documents, Date Compilations, Photographs, and Diagrams.**

*See attached* documents Bates Stamped COH 00001 to COH 001111, and Hoonah Blast Videos 1-4. The City also hereby incorporates by reference all documents produced by the other parties to this case, and produced or to be produced by all parties in the related case *Hoonah Indian Association v. City of Hoonah.*, 1JU-17-00980 CI.

**E. Insurance Agreements**

Documentation of all applicable Insurance Agreements is attached.

**F. Computation of Damages.**


As noted in Section A, herein, the City has sustained damages well in excess of \$250,000 as of this point in time, plus ongoing attorney's fees and costs.

**G. Potentially Responsible Persons.**

The persons and/or entities potentially responsible for the City's losses are numerous, and include but are not limited to HIA, Channel, and personnel employed by those entities and/or related entities working under the direction of HIA on the Project.

DATED this 23rd day of February, 2018, at Juneau, Alaska.

SIMPSON, TILLINGHAST, SORENSEN & SHEEHAN, P.C.  
Attorneys for City of Hoonah

  
James J. Sheehan  
ABA No. 0506056  
Kristen P. Miller  
ABA No. 9411115

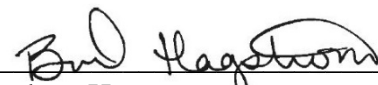
**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on this 23rd day of February, 2018, a true and correct copy of this document was served on the following parties by first class mail and email:

John A. Leman  
Jonathon D. Green  
Kempel, Huffman and Ellis, P.C.  
255 E. Fireweed Lane, Suite 200  
Anchorage, AK 99503  
[jal@khe.com](mailto:jal@khe.com); [jdg@khe.com](mailto:jdg@khe.com)  
Attorneys for Inside Passage Electric  
Cooperative, Inc.

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