

OFFICIALS OF RAJNEESHPURAM AND
RAJNEESH/ANTELOPE

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(worldwide)
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City Government
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Rajneeshpuram Phone: 489-3471 Ext 226

City Attorney, Ma Prem Sangeet Phone: 489-3471

Chief of Police, Ma Deva Barkha Phone: 489-3319

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City of Antelope Phone 489-3232
Mayor, Ma Prem Karuna (489-3388)

City Attorney, Same as Rajneeshpuram Phone: 489-3411 Ext 226

Police are contracted from Rajneeshpuram
headed by assistant Chief of Police Ma Dhiresha

Fire Chief, Rajneeshpuram and Antelope Phone: 489-3411 Ext 280
Swami Deva Sangeet

President of Humanities Trust, Sheela Phone 489-3370

Manager of Humanities Trust, Ma Prem Sagun Phone 489-3370

The following rumors are the most prevalent and cause citizens of Oregon concern regarding the presence of Rajneesh in Central Oregon.

I. Are Rajneesh "taking over?"

Response and Facts --

Since the Rajneesh moved to Oregon in 1981, they have increased their population at the Ranch and established a "city", Rajneeshpuram, and now have complete control over the town of Antelope/Rajneesh.

II. Are the Rajneesh purchasing other property in Oregon?

Response --

Nothing confirmed at this time. We are having this checked out.

III. Is the Rajneeshpuram an armed camp?

Response and Facts --

Confirmed by Federal Agency, AT & F (Alcohol, Tobacco and Firearms):

20 semi-automatic weapons (11 UZI's, 4 AR15, 5 assorted)

17,400 rounds .223

8,400 rounds 9MM

11,000 rounds .308

7,000 rounds .38

In addition to these, we know of approximately fifty (50) .357 or .38 revolvers being worn by peace force members and

security personnel. It is our opinion that they have more weapons than these because of recent information coming to us from other States of purchases or attempts to purchase firearms.

Rumors that three (3) helicopters patrol Rajneeshpuram with machine guns is false. They have one (1) small helicopter not capable of mounting a machine gun.

IV. Did the Rajneesh start the outbreak of salmonella poisoning in The Dalles?

Response and Fact --

The State and County Health Departments are actively investigating the cause of the food poisoning and have asked for help from Law Enforcement just to expedite interviews and following up on leads. The Health Departments reports have not clearly identified the source of the problem but neither have they established a reason to suspect sabotage. This investigation continues.

V. The biggest problem is the street people being brought to Rajneeshpuaam and soon to be moved to Antelope/Rajneesh.

Question -- Who are the street people?

Answer -- Mostly persons recruited from major U.S. cities from the "slum" areas. Several have been identified and have extensive criminal records; others are winos, bums and mentally retarded.

Question -- Why are the street people being brought to Oregon?

Answer -- The Rajneesh have a humanitarian grant to rehabilitate the homeless, unfortunate street people.

Interviews with some who left the Ranch indicate they have been asked to register to vote in the general election November 4th.

Question -- How many street people will be brought to Oregon?

Answer -- So far the street people number in excess of 2,000 with about 15% (over 300) leaving the Ranch. Rajneesh officials estimate they will have over 7,000 before reaching a saturation point.

On October 4, 1984, we were informed that in Jacksonville, Florida, and Miami, Florida, a bus left for Oregon with about 30 street people.

Question -- Are street people being given return tickets if they are asked to leave or want to return to the cities where they came from?

Answer -- As of October 4, 1984, everyone who has left Rajneeshpuram has been furnished bus transportation to their home city. A limited number (less than 12) have walked out of the Ranch without waiting for transportation and these few are being cared for by local (Madras) missions or churches.

Question -- Has the crime rate increased due to the street people?

Answer -- Very few crimes and these very minor (2 windows broken), fail to pay for meals can be attributed to the street people outside the Ranch. Inside the Ranch we are informed by the Peace Force that they have had some fights and other minor problems such as theft involving the street people.

We are of the opinion, based on the type of persons being brought to the Ranch, that it is only a matter of time before there will be crime problems at Rajneeshpuram and Ranjeesh/Antelope.

Question -- Has the opening of hunting season caused problems?

Answer -- No. One minor incident involving a Rajneeshpuram security guard who landed a helicopter near a hunter caused some rumors that the Rajneesh were hazing deer on BLM land. The facts are that the security guards are informing hunters that they do not permit hunting on their property.

Question -- Are street people being dumped on other areas in Oregon?

Answer -- As of October 4, 1984, State Police have not heard from any city other than Portland (3) and Madras (under 12) and the ones at Madras have either left the area or are being provided for.



Gov. Vic Atiyeh
State Capitol
Salem, Oregon
378-3121

October 16, 1984

There have been rumors for some time regarding the Rajneesh, accelerated by recent events. The attached does not include all the past and present rumors, but contains the most prevalent or repeated ones. To the best of our knowledge the answers given are correct at the time of the release. This is a one-time document; however, if verbal updates or corrections are necessary, we will see that they are forthcoming at appropriate times.

RAJNEESH

PREFACE

July 1981 the Chidvillas Rajneesh Meditation Center, incorporated in New Jersey in 1977 as a religious tax exempt organization, purchased the Big Muddy Ranch in Central Oregon for reported 6-7 million dollars. The ranch, 64,229 acres of which 50,000 acres lies in Jefferson County and 14,229 in Wasco County, was immediately occupied by about 50 members of the organization and renamed Rajneeshpuram. An additional 17,000 acres of BLM is under lease.

Shortly thereafter the organization purchased property and businesses in the small nearby city of Antelope, population 40. Residents of Antelope attempted in April 1982 to disincorporate the city but failed when the Rajneesh met voter requirements with sufficient numbers to retain the city.

July 1982 and each successive July Rajneeshpuram has held a world-wide Festival at the ranch. The 1982 Festival attracted approximately 5,000 persons and grossed a reported 4 million dollars; the 1984 Festival attracted approximately 15,000 people and grossed an estimated 12 million dollars.

Rajneeshpuram has an established Peace Force consisting of 10 Board of Police Standards and Training certified officers and in July 1984 reported 39 reserves.

The Rajneesh Council at Antelope has contracted with Rajneeshpuram for police services to provide 24-hour coverage. Antelope's population at present is approximately 80 Rajneesh and 13 non-Rajneesh. Rajneesh has expanded their business holdings.



Early September 1984 the Rajneesh announced a new program of importing "street people" from several major cities, primarily the east coast, to the ranch to train them in a productive trade. Ground construction is underway in Antelope, now renamed Rajneesh, and a modular "man camp" has been purchased for erection. Reportedly approximately 1,400 "street people" will be housed in Antelope when facilities are completed.

ELECTIONS

Question: What is being done about the possible election fraud?

Answer: Secretary of State Norma Paulus, with the Governor's cooperation, has developed a system of monitoring the voter registration in Wasco County to ensure that only qualified individuals will be eligible to vote in that county. Details of that system were announced by Mrs. Paulus on October 12, 1984.

Question: When a Rajneeshee uses two different names, what is to prevent getting two votes in any election?

Answer: It is possible for anyone to register in two places under two names. However, it is against the law and subject to penalties.

IMMIGRATIONS

Question: Why is Bhagwan Shree Rajneesh being allowed to remain in this country and what is the Governor doing about it?

Answer: Matters of immigration and naturalization are the exclusive domain of the federal government. There is no legal way the Governor can control the actions or in fact be consulted on his views with respect to pending immigration cases. Bhagwan Shree Rajneesh is currently in the U.S. under a tourist visa. He has applied for a permanent resident status as a religious leader. The matter is currently under investigation by the Federal Immigration and Naturalization Service.

LAND USE

Question: Is it true the Rajneeshees are purchasing other property in Oregon?

Answer: Owners of real property are not required to report offers to buy their property and there is no systematic way we can determine whether such efforts are being made. State government cannot legally forbid the owner of property from selling it to whomever he or she chooses.

Question: Are the Rajneeshees violating state land use laws?

Answer: There are a variety of land use disputes involving Rajneeshpuram. The disputes are all in the courts at the present time.

Question: Why is it taking so long to settle the matters involving land use?

Answer: Land use laws have been written with the objective of protecting all legitimate interests of landowners and with many safeguards to protect property rights. LCDC and the courts must treat the Rajneeshees as they would any other citizen owning land who is involved in a dispute over matters of planning. Much of the litigation on the land use plan involves a determination of the city's status now at issue in a case brought by the Attorney General and discussed under state/city affairs.

Following is a brief summary of the land use cases involving Rajneeshpuram:

1. 1000 Friends v. Wasco County (1984):

Invalidates incorporation decision made by Wasco County. Petition for Supreme Court review pending. The court has not yet decided whether it will take the case.

2. Perkins v. Rajneeshpuram (June 27, 1984):

Invalidates annexation to Rajneeshpuram based on Wasco County III. Motion to reconsider now pending before Appeals Court.

3. McKnight v. LCDC (September 5, 1984):

Dismisses suit which challenged Commission's temporary rule on the application of the goals to incorporation because of adoption of permanent rule.

4. Swami Krishna Deva v. LCDC:

Challenged LCDC temporary rule as in McKnight. Motion to dismiss has been filed because of decision in McKnight.

5. City of Rajneeshpuram v. LCDC and McKnight v. LCDC:

Both cases challenge LCDC's permanent rule on the application of the Goals to incorporation. On hold pending final Supreme Court decision on Wasco County III.

6. City of Rajneeshpuram v. LCDC and 1000 Friends of Oregon v. LCDC:

Both cases challenge LCDC's Continuance Order issued to Rajneeshpuram. Briefs have just been filed (10-3-84).

CIRCUIT COURT

7. McGreer v. LCDC:

Challenges LCDC's refusal to issue an Enforcement Order for Rajneeshpuram. Case pending.

LAND USE BOARD OF APPEALS (LUBA)

8. Rajneeshpuram; Rajneesh Medical Corp; Rajneesh Travel Corp. and Ma Anand Sagon et al v. Wasco County:

These four cases challenge amendments to Wasco County's plan which affect the City of Rajneeshpuram. Oral argument is scheduled before LUBA on October 11, 1984.

TAXES

Question: Do the Rajneeshees pay property taxes?

Answer: The Rajneeshees thus far have been subject to property taxes on all they own and they are current in paying them. The Rajneeshees are seeking a tax exemption limited to their house of worship which has been denied by Wasco County and is on appeal to the Department of Revenue. They are currently paying property taxes in Wasco and Jefferson and Multnomah Counties.

Question: Can a Rajneeshee who receives no monetary reimbursement for work avoid paying any state income tax?

Answer: There is no law which prohibits a person from working for nothing if he or she chooses. However, the Rajneeshees must pay corporate or income taxes on any non-religious income such as the operation of a hotel or tourist shop. The same rules apply with respect to any other religious facility.

Question: Do the Rajneeshees pay income tax like other Oregonians?

Answer: If a Rajneeshee receives a salary, then he or she is subject to income tax like any other Oregonian. However, state laws do not allow the state Department of Revenue to make public the income tax records of Oregonians as a protection to all citizens.

Question: Are taxes on the private corporation receipts such as tapes and books all reported?

Answer: Like all nonprofit corporations, the enterprises run by the Rajneeshees are subject to Department of Revenue audit to ensure compliance with the law.

PUBLIC SAFETY

Question: Has there been any change in crime rate since the "street people" have been leaving Rajneeshpuram?

Answer: Only minor crimes have been reported such as two windows broken and failure to pay for a meal in a restaurant. State police patrols working in cooperation with local law enforcement agencies have been increased to reassure the citizens that law and order will be maintained.

Question: Has hunting near Rajneeshpuram caused problems?

Answer: No. There was one minor incident involving a Rajneesh helicopter which landed near a hunter, causing some rumors that the Rajneeshees were harassing deer on BLM land.

Question: Are the Rajneeshees armed and is that legal?

Answer: It has been confirmed that there are some semiautomatic weapons in addition to revolvers worn by peace force members and security personnel. The possession of firearms is not illegal in Oregon. Rumor that three helicopters patrol Rajneeshpuram with mounted machine guns is false. They have one small helicopter not suitable for a mounted machine gun.

Question: Is it true Rajneeshpuram is an armed camp likened to a military installation?

Answer: State Police and military officials, during recent visits to the ranch, have not seen visible evidence which would indicate the city is an "armed camp."

Question: Is it legal for armed guards to carry semiautomatic weapons while traveling with the Bhagwan.

Answer: Oregon residents generally are guaranteed the right to bear arms openly, including semiautomatic weapons. It is illegal to carry concealed weapons without a specific permit.

STATE/CITY AFFAIRS

In October 1983 Governor Atiyeh authorized the Attorney General to bring a lawsuit challenging the existence of Rajneeshpuram as a city. The case was transferred from state to federal court. There have been numerous hearings during recent months on this case. The state's position is that Rajneeshpuram is not legally a city because that would violate the constitutional separation of church and state. Hearings continue in court at this time.

Question: Is Rajneeshpuram receiving any state funds such as liquor, highway fund, fuel taxes?

Answer: No. As of last year all state revenue sharing for cities has been cut off to Rajneeshpuram and is in escrow pending a decision on the case.

STREET PEOPLE

Question: Who are the "street people"?

Answer: Mostly homeless people recruited from major U.S. cities.

Question: Why are the "street people" being brought to Oregon?

Answer: The Rajneeshees have announced a program which they describe as humanitarian to provide a home for the homeless. Interviews with departing "street people" have indicated that there has been some effort to encourage the recruits to vote in the November 6 election. The election and registration process is being monitored closely by the Secretary of State with the cooperation of the Governor.

Question: How many "street people" will be brought to Oregon?

Answer: So far the street people number in excess of 2,000 with about 15 percent attrition rate. Officials at Rajneeshpuram have indicated that enrollment in their "humanitarian program" was suspended October 12, 1984.

Question: Are "street people" being given return tickets if they are asked to leave or want to return to the cities from which they came?

Answer: There is no real definitive answer to this question. Rajneeshpuram officials have said that those who were promised a ticket for return will be provided transportation to their original city. Those who were not recruited on that basis will be given transportation to the nearest city of their choice, i.e., Madras, The Dalles or Portland. In some instances interviews of "street people" would indicate otherwise.

Question: Are "street people" being transported to other areas in Oregon?

Answer: As of this date Oregon State Police have not heard from any city other than Portland, Madras or The Dalles. The known ones in Madras have now either left the area or are being provided for. None are known to remain in The Dalles. Agencies in Portland are attempting to make provisions for "street people" in the area.

Question: Suppose "hundreds of street people" are delivered to communities without tickets home. What will the state do?

Answer: A plan has been and is in effect. Volunteer efforts are currently underway in the local area and in Portland to be certain the provisions are made should this occur. Governor Atiyeh has also taken steps to be certain both public and private assistance is available. A recent survey of some of those recruited indicate that they do not qualify for state welfare. Governor Atiyeh has appealed to the Rajneeshees to make good their statements of humanitarian intentions by not abandoning those whom they find unsuitable.

Question: Is it true most of these street people have criminal records?

Answer: Unless a person is apprehended for an offense, there is no way to require identification so a record, if any, can be obtained. Some of those who have been arrested for minor offenses do have criminal records.

Question: How can these street people be eligible to vote?

Answer: The Secretary of State, the county clerks and the Attorney General are clarifying legal requirements which determine whether a person is a resident of Oregon and therefore eligible to vote. These guidelines will apply to all people who seek to register to vote in the coming election.

TAKEOVER/CONTROL

Question: The Rajneeshees have made statements that they will take over Wasco County and the State of Oregon. Is that possible?

Answer: Since the Rajneeshees moved to Oregon in 1981, they have increased their population at the ranch. Currently they control the local school board and the Rajneesh City Council, having been elected to those respective boards. It is hard to conceive that 5-7,000 Rajneeshees can take over a state of 2.6 million.

Question: Why didn't the state prevent the takeover by the Rajneeshees of the city of Antelope?

Answer: The Rajneeshees were able to garner the majority of votes in elections which were legally held. The state does not have legal authority to overturn the outcome of an election.

WELFARE

Question: Are children being abused at Rajneeshpuram?

Answer: Complaints and allegations are all non-specific. To date no cases have been reported to CSD or police agencies and brought forward for investigation.

Question: Is any resident of the Rajneeshpuram receiving welfare, ADC, food stamps or social security benefits?

Answer: Social security benefits are administered by the federal government and under the law such information is confidential. To the best of our knowledge the Adult and Family Services Division which administer welfare, ADC and food stamps has no record of any Rajneeshee receiving benefits from the agency. However, there is one physically disabled person on welfare rolls in Multnomah County who recently moved to Rajneeshpuram. This person's eligibility is under review. AFS has been told by Social Security that 65 persons living on the ranch have asked that their federal social security checks be changed from former addresses to the ranch. However, this is a matter for the federal government to resolve.

Question: Is it legal for Rajneeshees to use two different names which would impede the investigation of welfare fraud, expired visas, etc.?

Answer: State and federal agencies are accustomed to checking name changes which often occur through marriage, divorce, adoption, etc. No other state human service agency reports any requests for aid from persons known to be Rajneeshees. However, it is illegal for a state agency to ask about a person's religion when he or she is seeking assistance.

OTHER

Question: What is Governor Atiyeh doing about the Rajneesh?

Answer: Everything legally possible is being done to ensure the peace and public safety of all Oregonians. That includes efforts by the Secretary of State who is working very hard to make sure the election process continues its integrity, the Attorney General, on close questions of law; and the State Police in communication with all law enforcement agencies on any contingencies that may arise from illegal actions by anyone. All Oregonians should be ensured their rights and protected; and the Governor will do everthing within his power to make sure that takes place.

M E M O R A N D U M

Bob
TO: Bob Oliver

FROM: John C. Williams *John*

SUBJECT: Rumor Control Center

OCT 20 1984
Governor Asiyah

Present rumor control in The Dalles and Bend is accomplishing the first objective - "Provide a central area to deal with rumors and obtain factual information concerning the communities of Rajneeshpuram and Rajneesh."

The weakness in the present system is identified as poor and sometimes incorrect communications from the two communities where the problem exists. This will not be improved by establishing toll free phone lines at those locations.

State Police are bearing the cost of increased use of the state-wide toll free phones and, in addition, have hired temporary employees (retired State Police Officers) to staff the Rumor Control Centers at The Dalles and Bend.

With the State Police having the capability of coordinating rumor control with all local and state agencies and the news media, what is needed is one central control at Rajneesh or Rajneeshpuram staffed by personnel who have the necessary information and are willing to give that information to the public and State Police Officers who call to verify reports concerning the problems of Rajneeshpuram.

Information needed to control rumors follows:

1. Current population.
2. Inventory of firearms and ammunition.
3. Information concerning "Street People."
 - a. Belligerent
 - b. Violent.
 - c. Crimes committed.
 - d. Purpose of seeking voter registration.
 - e. Are veterans of military being organized.
 - f. Are groups of Street People joining together. i.e. groups, ex-convicts or others that could lead to revolt against residents of Rajneeshpuram.

Any toll free phone line or other publicized phone number to the Rajneesh Communities would undoubtedly subject the person who answers the phone with abusive language and threats.

October 18, 1984

CITY OF RAJNEESH
P.O. BOX 113
CITY OF RAJNEESH, OREGON 97001

October 15, 1984

Captain Elmer Noland
State Police Headquarters
District V
P.O. Box 5187
Bend, OR 97708

Beloved Captain Noland,

I have finished gathering the information on necessary equipment for the implementation of the Rajneesh Cool Line, and as we discussed on the phone on Friday, have written all the information down on the attached memos and budget.

For the program to be fully implemented in the five cities, City of Rajneesh, Rajneeshpuram, Madras, Bend and The Dalles, certain minimal financial assistance will be essential. As John Mathis, U.S. Department of Justice, stated to the planning group, he had mentioned to the Governor that communication to that office through state police representatives would be forthcoming.

As all the agencies who are collaborating in the project agreed, we would like to have all offices of the Rajneesh Cool Line operative by October 22. Your efforts in communicating this matter to the Governor's office are greatly appreciated. Enclosed are the materials John Mathis gave to the planning committee which can be provided to the Governor's office as background.

I look forward to hearing from you as soon as possible.

With love,

Kavido

Ma Prem Kavido
Peace Force Commissioner
City of Rajneesh

pk/ami
encs.

cc: All Planning Committee Members
John Mathis

October 13, 1984

RAJNEESH COOL LINE

John Mathis, U.S. Department of Justice, Community Relations Services, Seattle, Washington has suggested and has consulted with a multi-city, multi-agency planning committee regarding the immediate implementation of a Rajneesh Cool Line phone system to assist with the current situation regarding the Rajneeshees.

PARTICIPANTS

The people who have participated in this planning group are Swami Krishna Deva, Mayor of Rajneeshpuram; Ma Prem Karuna, Mayor of the City of Rajneesh; Bud Miller, City Administrator of Madras; Captain Noland and Major Lamkin, Oregon State Police, Bend Facility; Mike Sullivan, D.A., Jefferson County; Bob Brown, Sheriff, Wasco County; Hamlin Perkins, Sheriff, Jefferson County; Ma Deva Barkha, Police Chief, Rajneeshpuram; Ma Prem Kavido, Peace Force Commissioner, City of Rajneesh, Rollin Caryl, Police Chief, Madras; Summer Rodriguez, City Attorney of Madras and Ma Dhiresha, Police Chief, City of Rajneesh.

COORDINATION

Ma Prem Kavido, Peace Force Commissioner, City of Rajneesh, is the general coordinator of the Rajneesh Cool Line Planning Group. Ham Perkins is the coordinator for volunteers from Madras, Bend and The Dalles. Co-verifiers will be volunteers from the City of Rajneesh and Rajneeshpuram. Captain Noland is the liaison with the governor's office regarding finances.

Rajneesh Cool Line
October 13, 1984

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SUPPORT FOR THE PROJECT

The planning group has voiced support for the Rajneesh Cool Line and an intention to coordinate and tie the system into already existing rumor control phones organized by the State Police. There is a strong feeling to have facilities in the City of Rajneeshpuram and the City of Rajneesh as well as the nearby cities of Bend and The Dalles.

At the last meeting, it was agreed to implement four facilities by October 22. The State Police will provide facilities in Bend and The Dalles. Madras will participate by providing authentication and verification, as well as open communication with city and law enforcement personnel.

Ma Prem Kavido contacted Trans-Cascades Telephone Company and Northwest Pacific Bell regarding the possibility of their donating services for this project. They said, even when there was an emergency such as the eruption of Mt. St. Helens, they were not allowed to donate time or equipment. Kavido verified this with the Oregon Public Utilities Commission. Both companies are willing to delay billing if this is necessary in order to have funds available (pending state emergency funds).

FINANCES

The facilities in Bend and The Dalles are currently supported through the State Police. Personnel and

Rajneesh Cool Line
October 13, 1984

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location will be donated in the City of Rajneesh and Rajneeshpuram. For the program to progress, phone and incidentals for the City of Rajneesh and Rajneeshpuram are essential. See the attached budget which has three options. Plan A is based on toll free numbers; Plan B has two phones on toll free numbers and two on a key system phones; Plan C, all people who call would have to pay for the call. The disadvantage of the toll free Watts line is the much greater expense, as well as, [the key system can be installed in one to two days] and the Watts line numbers would take one to two weeks for installation.

CITY OF RAJNEESH
P.O. BOX 113
CITY OF RAJNEESH, OREGON 97001

October 14, 1984

John Mathis
U.S. Department of Justice
Community Relations Service
Northwest Regional Office
915 Second Avenue
Seattle, WA 98174

Beloved John,

I have talked to Captain Noland and am sending him the enclosed materials. We are most eager to proceed and there are many interested in helping.

Finances for the equipment as outlined are now the essential element to the total program. Your help in this matter is appreciated.

With love,

Kavido

Ma Prem Kavido
Peace Force Commissioner
City of Rajneesh

encs.

RUMOR CONTROL COOL LINE

BUDGET

		<u>1st Month</u>		<u>2nd Month</u>	
		<u>City of Rajneesh</u>	<u>Rajneesh- puram</u>	<u>City of Rajneesh</u>	<u>Rajneesh- puram</u>
PLAN A	4-800 Watts Lines	\$4782 (a)	\$4782 (a)	\$4382 (b)	\$4382 (b)
	Office Supplies	<u>100</u>	<u>100</u>	<u>100</u>	<u>100</u>
		\$4882	\$4882	\$4482	\$4482
Total for 3 months =		<u>\$27,695</u>			
PLAN B	2-800 Watts Lines	\$2391	\$2391	\$2191	\$2191
	2 - Key Phones (c)	639 (d)	639 (d)	355 (e)	355 (e)
	Office Supplies	<u>100</u>	<u>100</u>	<u>100</u>	<u>100</u>
		\$3130	\$3130	\$2646	\$2646
Total for 3 months =		<u>\$16,844</u>			
PLAN C	4 - Key Phones (c)	\$1178 (d)	\$1178 (d)	\$ 978 (e)	\$ 978 (e)
	Office Supplies	<u>100</u>	<u>100</u>	<u>100</u>	<u>100</u>
		\$1278	\$1278	\$1078	\$1078
Total for 3 months =		<u>\$6868</u>			

- (a) Installation and 100 5 minute calls a day.
- (b) 100 5 minute calls a day.
- (c) Caller pays the charge.
- (d) Installation, monthly fee + \$300 long distance.
- (e) Monthly fee + \$300 long distance.



U.S. DEPARTMENT OF JUSTICE
COMMUNITY RELATIONS SERVICE
NORTHWEST REGIONAL OFFICE
915 SECOND AVENUE
SEATTLE, WASHINGTON 98174

September 24, 1984

Ma Prem Karuna
Mayor - City of Rajneesh
Box 13
Rajneesh, OR 97741

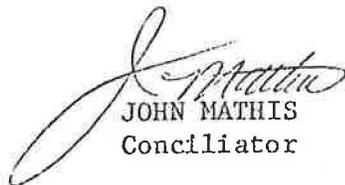
Dear Ma Prem Karuna:

Enclosed is a draft Rumor Control Plan which encompasses the cities of Rajneesh (Antelope), Rajneeshpuram, and Madras, Oregon.

The plan is basically designed to provide factual information to the general public and press related to inquiries regarding current social developments in Wasco and Jefferson counties. Logistical matters remain to be fully assessed; however, a general agreement has been expressed by representatives of the involved communities that a definite approach to reduce the level of tension in the aforementioned areas should be initiated.

Request that you review the attached plan for implementation and any suggestions or comments rendered will be appreciated. A meeting to further discuss the plan's implementation is scheduled for 4:00 PM October 10, 1984 in the city of Rajneesh (Antelope).

Sincerely,


JOHN MATHIS
Conciliator

Enclosure

D R A F T

RUMOR CONTROL PLAN
ANTELOPE, RAJNEESHIPURAM, AND MADRAS, OREGON

September 19, 1984

I. Purpose and Usefulness of Rumor Control Centers

While rumors do not start disorder, they do keep it going; and can and do make the situation worse. Rumors can create a climate of hatred and hostility. Rumors significantly aggravated tension and disorder in more than five percent of the disorders studied. Experience also has shown that the harmful effect of rumors can be offset if police, public officials and community leaders quickly and effectively circulate the facts.

A. Recommended Rumor Control Plan: Antelope, Rajneeshpuram, and Madras, Oregon

A joint Rumor Control Network is suggested to encompass the central Oregon cities of Antelope, Rajneeshpuram, and Madras. The purpose for which the network is being established is to provide factual information related to community concerns. The rumor control network may serve as an ad hoc function during periods of community tension; however, will have the capability for sustained operations with augmented services during a community crisis.

1. It is suggested that Rumor Central be located in the City of Antelope, with support rumor control centers in Rajneeshpuram and Madras respectively. It is further suggested that each center be situated in the building of the city Mayor, and staffed with a telephone operator and two verifiers, representing both the Shree Rajneesh and non-Shree Rajneesh communities. City police or security force representatives may be employed in the role of Rumor Control Field Staff in validating rumors and reported incidents to the control centers. The Verifier located at rumor central in Antelope should serve as the principal coordinator of verified information being disseminated to the public in Rajneeshpuram and Madras.
2. A good system of communications with the police, fire departments, and other private or public agencies with staff in the field is essential. Telephones connected on a sequential hunt system, and operated by bilingual personnel is suggested. The rumor control operation may also serve as a public information center and may be expanded or decreased in size as the volume of calls dictate. Basically, there are five major considerations in establishing and maintaining a rumor control center:
 - a. Publicizing the rumor control telephone number at each location;
 - b. Physical equipment;
 - c. Personnel;
 - d. Clearly defined procedures; and
 - e. Adequate system of communication with the police, fire departments, and other public and private sources of information.

Rumor Control Plan: Antelope, Rajneeshpuram and Madras, Orgeon. Cont'd

3. Publicity:

Rumor control telephone numbers of each location should be given maximum publicity through all available media services. The media should be instructed that the centers serve as a community resource where citizens may report incidents, verify or invalidate rumors, and obtain information relevant to community concerns, during periods of tension, conflict and crisis.

4. Physical Operation:

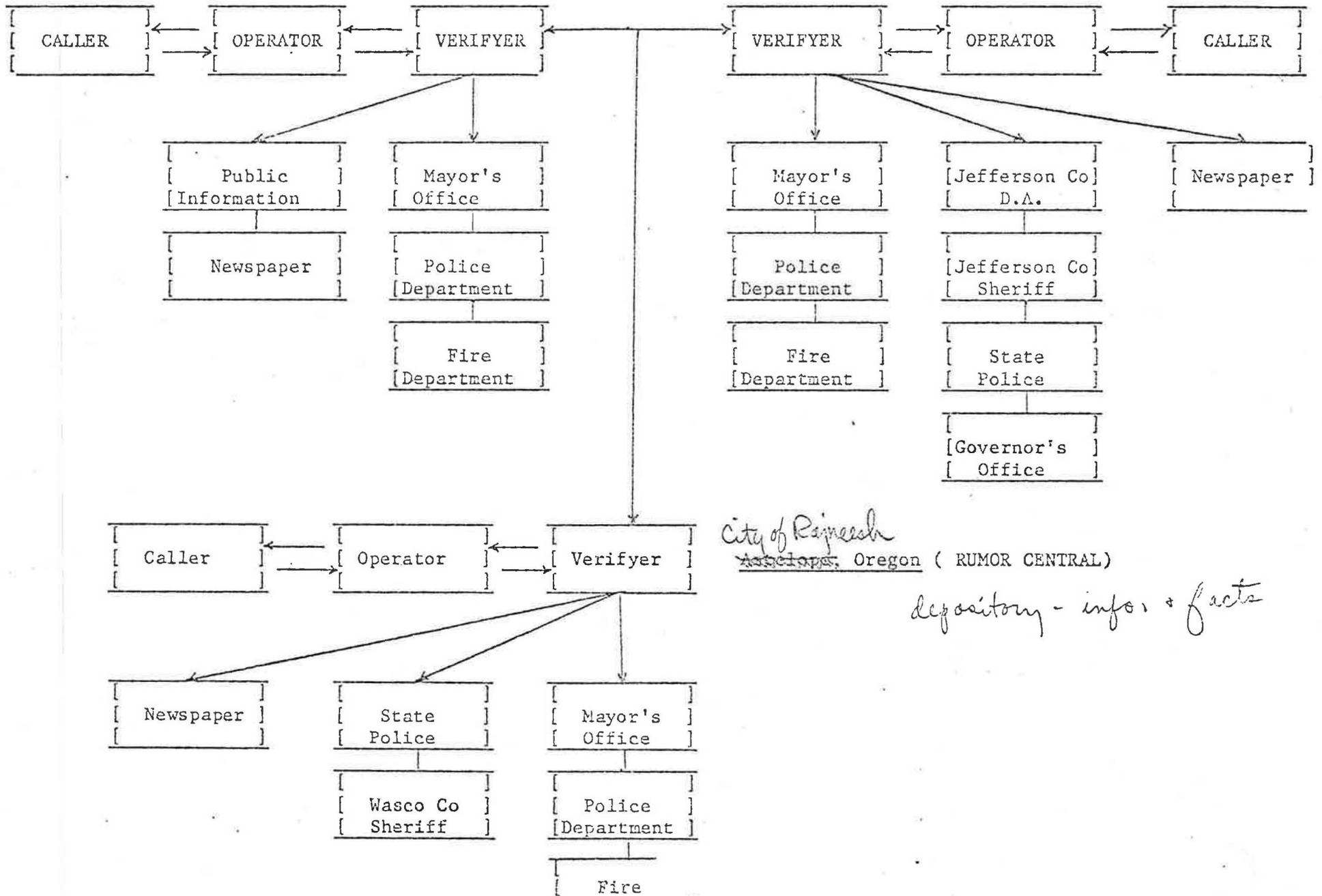
Each Rumor Control Center should include:

- a. Telephones - One telephone number and two phones connected on a sequential hunt; so that if the first is busy, the call is relayed to the next line. Two separate phones should be available for exclusive use by research staff (Verifyer) responsible for receiving police reports and verifying rumors.
- b. Large Map - A large street map or town plan of the city visible to all rumor control staff, covered by clear acetate, on which verified incidents can be recorded.
- c. Blackboard - Also clearly visible to all rumor control staff, on which verified quiet areas and the nature and progress of incidents may be recorded.
- d. Notebooks - Notebooks to be placed at each phone for telephone operators to use as resource material in answering questions. Each should include a street map or town plan of the city to be used in routing callers around crisis areas; and xeroxed copies of reports and newspaper clippings giving details related to major community concerns. A notebook containing important phone numbers to be used in verifying information should be made available to each verifier.
- e. Forms - Forms reflecting incoming calls and information content should be available for recording; as well as incident report forms for recording all verified police and fire department information. Rumor verification forms for telephone operators to submit to contacts and verification staff for action.
- f. Personnel - Rumor Control Center staff should possess a good knowledge of the physical geography of the city they serve; as well as the location of major streets, and have a degree of knowledge and insight into the problems and variables supporting or precipitating community concerns.

RUMOR CONTROL
PLAN

RAJNEESHPURAM, OREGON

MADRAS, OREGON



City of Rajneesh
~~Asheville, Oregon~~ (RUMOR CENTRAL)

depository - info. + facts

SETTING UP A RUMOR CONTROL CENTER

The Report of the National Advisory Commission on Civil Disorders pointed out that rumors significantly aggravated tension and disorder in more than 65 percent of the disorders it studied. The CRS' experience indicates that a rumor control center is often vital in community conflicts to combat reports based on

fear and emotion. In highly polarized situations, rumors may run rampant in both the white and minority communities. A rumor control center provides a mechanism whereby all citizens can be assured of getting accurate and creditable information.

If a city does not have a vehicle for dealing with rumors when the potential for crisis exists, one of the CRS intervenor's first tasks is to convince local governments of the importance of addressing this need. The size and operation of the center depends largely upon the size of the city and the available local resources. A number of cities have permanent rumor control centers (open year-round which serve as information resource centers during noncrisis periods). Other cities cannot afford the luxury of a year-round operation and must therefore set up temporary centers which operate only when there is a need.

Ideally, the center should consist of a minimum of five telephones connected on a rotary line; sufficient personnel to man the telephones; a good communications system with police and fire departments, hospitals, and important private and public agencies; staff in the field, consisting of at least two persons to check out rumors, and staff to receive incoming reports from the major departments and agencies.

There are four basic factors to be considered in setting up a rumor control center: 1) publicity, 2) physical operation and equipment, 3) personnel, and 4) budget.

Publicity

When the decision to establish a rumor control center has been made, mass media should be notified immediately. Information about the service the center will render should be widely publicized. Those in charge of the operation should seek the confidence of, and good working relations with, all media.

Physical Operation and Equipment

Operation of the rumor control center should be centralized and should include:

° Telephones -- One telephone number with five to ten phones connected on a rotary line, so if the first is busy, the call is relayed to the next line.

Preferably, the connected phones should not be lines used by the agency in the normal course of business. Two separate phones will be used exclusively by research staff responsible for receiving police reports and checking rumors.

° Large Map -- Street map of the city visible at all phones positions, covered by clear plastic, on which verified incidents can be recorded.

° Blackboard -- Clearly visible at all positions, on which verified quiet areas and the nature of progress of incidents may be recorded.

° Telephone Notebooks -- Notebooks to be placed at each phone for telephone personnel to use as resource material in answering questions. Each should include a small map of the city for routing callers around disorders; xeroxed copies of reports and newspaper clippings giving details about curfew regulations, agencies distributing food; and other pertinent information.

° Contact Notebooks -- One for each staff researcher which includes all important phone numbers for checking out information.

° Forms ---

1) Log for personnel to tally incoming calls and record content of important ones.

2) Incident-report forms for recording all verified police and fire department information; these are to be compiled in a permanent log.

3) Rumor check-out forms so that telephone personnel can request research staff to check out a rumor. After rumor has been checked out, the person initiating the call should be called back, if time permits.

Personnel

The personnel who operate the center should be prepared to operate it on a 24-hour basis, especially during the time of disorder. They should also be prepared to answer questions regarding other public services. For example, a Chicago center became a general information center answering questions that had little or nothing to do with rumors or riots. On the other hand, the center was able to direct those donating food and clothing for disorder victims to the proper receiving agencies and help the disorder victims find the location of dispensing areas. Whenever there was an incident, they were able to steer people around it.

Personnel involved in the operation of the center should be volunteers, whenever possible, particularly when the center is being operated on a temporary basis. Volunteer personnel are usually available through private organizations such as the Chamber of Commerce, NAACP and League of Women Voters. Volunteers selected should have some credibility with the local community. They should be carefully screened and trained before becoming involved in the operation. Since there are Spanish-speaking persons in most communities, the center should also recruit bilingual personnel.

° Supervisor -- The supervisor of the rumor control center should be a professionally trained person, if at all possible. In any case, the supervisor is always in charge of each shift. This person has the full responsibility of running the center (receiving, checking out, and dispensing information) and should not be committed to answering telephones. The supervisor should be appointed by whatever level of government or organization is sponsoring the center.

° Telephone Staff -- There should be one person per telephone, plus additional persons for relief duty, if necessary. All telephone personnel, staff and volunteers, should receive an initial briefing on the correct way to answer the phones and should have subsequent briefings before each shift in order to be "filled in" on answers to current questions and details of ongoing disturbances..

If the rumor control center is established on a permanent basis with permanent staff, volunteers, including graduate students, can be utilized to supplement staff. Volunteers should have a knowledge of the physical geography of the city including the location of major streets, understanding of the problems that can occur during a disorder, and an authoritative, reassuring manner.

° Research Staff -- There should be several staff members clearly identified to the telephone personnel and permanently available to take incoming police and fire reports and check out rumors.

° Clerk -- There should be a staff person to record all disturbances and verify quiet areas on the blackboard; to keep the map up-to-date; to reproduce and circulate information; and to keep a permanent log of police and fire reports.

Budget

The biggest single budget item in setting up a rumor control center is staff. The purpose and aims of the center will determine the size of the staff. Whenever possible, volunteers may be used in order to reduce operating costs.

If volunteer personnel can be secured, the major operating cost will be telephone installation, which will vary according to environmental conditions. A rough budget estimate for a temporary operation is set out below, but much of the needed equipment may be made available from local government, thereby greatly reducing operating costs. (Obviously, an actual budget may vary considerably from this example.)

Budget

Telephone Installation	\$ 500.00
Telephone Operations	1,200.00
Salary for Supervising Personnel	1,500.00
Maps	100.00
Equipment	2,000.00
Arm Bands	75.00
Miscellaneous	<u>750.00</u>
Total	\$ 6,125.00

Staff Guidelines

Before becoming involved in the operation of the rumor control center, personnel should become familiar with the following guidelines for handling calls:

° Crank Calls -- Staff should courteously hang up if the caller is abusive, obscene, or insulting. If callers want to offer suggestions, staff should be courteous, not engage in debate, and terminate the call as soon as possible.

° Gossip -- In response to such rumors, staff should state the function of the rumor control center (to clarify distorted information, particularly regarding racial incidents, and prevent the spread of rumors) and point out that personal information is not a part of this function.

° Request for Irrelevant Information -- Where possible, staff should give a courteous answer to questions and state the functions of the rumor control center, emphasizing that response to irrelevant information is not included in the center's function.

° Rumors or Questions About Individuals, Organizations or Agencies -- Staff

should refer these persons to the agency or the group in question.

° Speculative Rumors --

1) When persons call with vague rumors or questions about future racial incidents, which cannot be investigated (such as riots which will occur on a certain day, or rumors that whites are killing blacks, or blacks are killing whites), staff should understand that some of these callers may be fearful, some concerned, some hostile, and some bent on starting a rumor.

In any case, staff should get as much information as the caller is willing to give and respond in a way similar to one or more of the following:

a) "There are not facts to substantiate this statement as anything but a rumor."

b) "Disorders are not inevitable and no one is able to predict what will happen in the future."

c) "The city is prepared to handle any situation that occurs, and we believe that the public good cannot be served by repeating rumors such as these."

If the caller does not accept the statement of the city's position, no further questioning, discussion, or explanation should be offered. The call should be terminated with the statement that we have made a written report of their information, and it will be turned over to the field investigators. Ask that if they get any additional information, they turn it over to the rumor control center for investigation.

2) When a person calls with information about a specific event, with the specific facts that can be investigated (such as events that may occur at a known meeting or known event), staff should get as much information as possible,

including a copy of any literature being passed out, and explain that it will be given to field staff for further investigation. If the information has already been obtained, relate the facts to the caller, clarifying any distortion. These calls should be cataloged in a central information file (identifying the incident in detail, along with the report of subsequent investigation), available to every staff member for use in verifying rumors. If the caller wishes to leave his or her name and telephone number, staff should offer to call back when additional information is available.

° Rumors on Past and Present Issues and Events -- When a caller asks a question or gives information about an incident which has already happened, or is happening at the time of the call, the staff should obtain information and follow the same procedure as with rumors related to future events with specific facts. Particularly, staff should combat distortions with the facts available and, where necessary, state that the incident is still under investigation, that the appropriate authorities have been notified and are acting in response to the the distortion, and that this is all the information available at the time. In general, staff should be particularly aware of the need to probe each call and to try, if possible, to convert the caller from believing the rumor as "fact," to recognizing its source and questioning the reason for its being spread by this source.

For reference materials providing more detailed information on establishment and operation of a rumor control center, see Appendix E.

A P P E N D I X E

COMMUNITY RELATIONS SERVICE

Purpose And Usefulness of Rumor Control or Verification Center

Rumor is defined as information of an indiscernible nature. "While rumors do not start riots, they do keep them going and can make them worse. Rumors can create a climate of hatred. Rumors significantly aggravate tension and disorder in more than 55 percent of the disorders studies. Experience has shown that the harmful effects of rumors can be offset if police, public officials and community leaders quickly and effectively verify and circulate the facts".¹ This can be done by establishing a communication system to verify and disseminate reliable information. In establishing a verification center, it is necessary to determine the purpose for which the center is being set up - prior to its establishment. An effective center could be an ad/hoc operation which can be operational during times of crisis, however, it could also be a full-time emergency information service operational at all times to meet community needs for emergency service information, i.e., suicide hot line, runaway hotline, drug hot line, consumer advocates or environmental hot line, etc. Centers should be a service, not merely a pacifier.

Auspices

A center can only be effective if it operates with the affirmative sanction of municipal authorities highest office; mayor, city manager, etc. In addition to the cooperation and endorsement of community leaders, one could enlist a human relations commission which could be the responsible agency for supervising a center. Historically, local law enforcement agencies are

¹Report of the National Advisory Commission on Civil Disorder.

concerned with quick containment of disorder - not with rumors about present or future trouble, therefore, it is suggested that the center be located and operated outside of those agencies.

Budgeting

Devising a budget in order to make a feasible funding request can only be a guesstimate at best. If a low budget is requested and an emergency situation arises, which requires an immediate infusion of funds, the normal procurement procedures may not respond rapidly enough, and possibly the operation will be slipshod from the outset and consequently ineffective. Conversely, if too large a budget is requested, the budget could be rejected. Each community must assess its budgetary needs in terms of its own milieu.

The largest single cost item could be for paid staffing. For this and other reasons to be referred to in another portion of this paper the use of volunteers is enthusiastically encouraged.

The next line item most often incurred is the cost of installation and operation of phones. In Denver, the center was operated out of the Mayor's office, utilizing municipal phones. Oklahoma City telephones were installed at the same rate for all city official telephones. Chicago absorbed the cost of phones as normal city operating costs while Detroit let the city Human Relations Commission absorb the costs. The Mayor of Baton Rouge used contingency funds for installation and service, however, the staff, both professional and volunteer, were reimbursed by the local CAP agency. In Jackson, Mississippi, the State University approved the operation and maintenance of the center as a University Project under the direction of the Dept. of Psychology. Students received grade credit for work at the center. In considering an approximate budget, it would be well to include these givens:

1 Supervisory Staff member (full-time)

2 Telephone lines for use by verifiers

3-6 Incoming phones on a rotary with light buttons if possible

- 1 Office large enough to accommodate 3-6 operators

1 Small adjoining office for verifier (this is desirable, but not mandatory)

Pads, pencils, tables chairs, blackboards, utilities, refreshments, snacks, beverages for crews.

As in indication of the salary level for the center supervisory person, Dayton, Ohio contracted an individual "to provide services for 16 weeks for the sum of \$1,440. All personnel except supervision are committed to answering and verifying calls during grave emergency when volume is high. At such times, the center is manned on a 24-hour basis. The day shift could be from 8 a.m. to 7 p.m.; the night shift is from 7 p.m. to 8 a.m. As calls fall off, the 24-hour staffing by operators is not warranted, therefore, the center can operate from 8 a.m. to 8 p.m..

Earlier reference was made to other types of information requested from a center. In Washington, D. C., the Center reported the following items:

"Handled 15,00 calls per 24 hour period".

"Maintained constant contact with police, fire, media and other vital community services".

"Funneled donations of food, clothing, shelter and money to appropriate sources in the community" .

"Attained through volunteers thousands of dollars of donated food and medical and baby supplies".

"Provided individuals personalized emergency care for families in crisis with such things as delivery of clothing, food and furniture".

"Emergency transportation for displaced families; emergency medical assistance".

"Provided emergency temporary housing services. Assisted in establishing housing relocation center".

In the above context, the center can function on a year around basis geared into the traditional community services.

As a final thought regarding budget guesstimates, it should be remembered that the cost of operation of telephones is covered for a minimum of onemonth from installation allowing for ample time to explore other utilitarian services.

Operation

The operation aspect of a verification center is dependent upon the environmental situation. During periods of routine activity, the center function as an information center. Having a center operational year around enables citizens to develop a habit of calling for information.

When emergencies arise, citizens will turn to the center for information, thru habit, as they been accustomed to doing during non-critical times. Among the cities that currently operate full time centers are Chicago, Denver, Detroit, Lansing, Miami and Boston. In non-critical times the operations are geared to preparation for crisis by giving staff members and volunteers experience in answering telephones. At such times, assessments can be made of techniques and refinements can be made.

In times of crisis, these centers quickly move into high gear. The standby telephone can be hooked up and it is possible to activate

rumor verification at peak effectiveness in a short time.

Operators should be trained to handle, in a calm professional manner, incoming calls. Basic instructions should include, but not be limited to the following rules:

1. Avoid philisophical discussions and arguments.
2. Don't give callers a complete rundown on what is happening in the city. Urge callers to check local radio- TV or newspapers.
3. Don't spread rumors - use common sense.
4. Don't prolong or encorage lenghty conversations.
5. Don't volunteer information.
6. Don't lie or mislead callers.
7. Discourage giving personal identification or location of the center in times of crisis.
8. Don't ridicule or admonish callers.

This list can be made longer as experience dictates. Supervisor or verifiers are used to call out to specific check points for verification of rumors. Check points must include: Police - Fire- Hospital - Media - Mayor, and other previously arranged sources of accurate information. Only verified information is given to operators for response purposes.

A good center remains flexible to enable changes, should the particulars of a situation shift.

In times of crisis, one of the most popular calls will be, "what's the latest rumor"? - Remember, the center is there to dispell, not propell rumors.

Verification Guidelines

The ability to establish credibility within a community as well as with the various agencies connected with a information center will determine the success or failure of a center. This credibility is established and enhanced by the source selected to verify or the information requiring confirmation. The procedure therefore for verification should be meticulously and methodically carried out to insulate against the dissemination of inaccurate data. It is for this reason primarily that authorization to cooperate and disseminate information be mandated from the highest levels of government (municipal, state, county).

The following is a partial list of contact points that could be included in the directory of resources contacted for verification for specific information:

The Governor Office

Mayor's Office

County Executive Office

Police Chief and/or State Highway Police

Fire Chief/Office of Public Safety

Office of Public Services/Office of Emergency Preparedness

Supt. of Schools/Public/Parochial/College

National Guard/ Reserves

Hospital: Public Information Office

Radio/TV/Newspaper/Publishers (Minority Press & Soul Station)

All Transportation Depots/Airports/Railway/Buses

Local Community Organizations i.e. NAACP - IMAGE- League of Women

Voters - Urban League

Chamber of Commerce/Jay Cee/AIM/CAP/ United Way etc.

Local conditions and facilities will dictate additional contacts such as large corporation hdqrs public information offices. This is especially helpful should the community be a "company" town community.

The Information Center should designate specific verifiers who shall be identified to their counterparts located in the aforementioned contact points. An understanding should be reached prior to becoming operational that there be a free and rapid flow of information when an inquiry is made telephonically by authorized verifiers. On site contacts preferably should be employees or representative who are throughly familiar with their respective organizations and capable of an immediate decision as to the extent of information to be provided to verifiers of a center.

For purposes of control and confidentiality, authorized verifiers should be kept to a minimum.

Verifiers thru training and experience will learn to evaluate digest and transmit information to phone operators in a manner that will tend not to excite or exaggerate conditions.

Verifiers could be responsible for producing a daily fact-sheet or update report that could be available to media for public dissemination.

In those center where limited manpower is available, it is not uncommon to combine verifiers with coordinators reposnsibilities.

Centers serving communities with as few as 50,000 population raging to as many as 1,000,000 have functioned with 2 verifiers. Factors that contribute to increasing the level of personnel center around the intensity of community tension; the volume of calls per hour; the ease with which contact points can be reached and last but not least the amount of funds available for staffing.

A professional or paid verifier/coordinator in many cities is the only salaried full time budget factor.

It should also be noted that there be a good report between verifiers or operators. The tenor of operations is often reflected by this attitude. Tension and apprehension are easily detected by voice.. Callers are often quick to sense this quality and misinterpret its real cause. Keeping a "cool" atmosphere in areas that by their nature excite, should be uppermost in the minds of all working in this area. It is for this reason as well as others that good separation of working space is desirable.

In summary let it be understood that a verifier is likened to a commanding officer of an operation. The decision making process begins and stops at his or her desk.

Operators

Inasmuch as voice contact is primary link between the community and the information sources it is the most sensitive and critical facet of an information center. It is not uncommon for an elaborated sophisticated system to be self defeating by not giving appropriate attention to these factors in an operator.

- a. Ability to be understood quickly and calmly.
- b. Ability to project thru voice on air of calm confidence.
- c. Capable of dealing with language problems of a community i.e. foreign or street styles.
- d. A familiarity geographically with the community.
- e. Ability disengage non productive calls, obscene or threatening calls.
- f. Conversely the ability to prolong a call may also be necessary.

Intelligence to respond without becoming emotionally caught up in a callers excitement.

Should operators become over tired, over hungry or over pressed, their efficiency declines. An alert coordinator periodically monitors the operators to insure the continuity of performance level. It cannot be stressed often enough that the voice the public hears can make or break an operation. Carefully review the suggestions for operators under the operation section of this paper and incorporate those and any other suggestions in the training of your operators.

The use of a mechanical device such as a code-a-phone can be used to operate in off peak hours provided the messages are cleared at reasonable intervals. There have been some instances where a caller might resent talking to a "machine", however, if handled prudently and on "as needed" basis the automatic message receiver can be a valuable asset to a system.

Another valuable function of an operator is to "log" every call noting time, type and whether or not a call back is necessary. Terminating every call with a polite "Thank You for Calling" goes a long way in maintaining a high level of trust and support for a system. Volunteer operators should be expected to deliver the same performance level of contact that a paid or professional operator would. To expect less is to court disaster.

Media Relations

Volumes could be written about this very important function. In the interests of brevity it must be noted without good media relationship the operation can be rendered useless. The use of media is critical in publishing

and promoting the use of a center's phone number to the public. On the other hand the media should not use the center as its sole source for gathering and disseminating information or news. While it is appropriate for the center to compile and provide a fact sheet regularly for the press, the press representative should be discouraged from "hanging around" the center at low peak times. The center should not publicize its location nor promote stories and coverage of its intimate activities particularly during a crises situation. Promoting a centers number and urging the public to call will relieve the media from trying up its own manpower and resources trying to field those inquires. A balanced working relationship must be established at the outset and centers should do what they are set up to do, allowing media to report and cover stories as they should do. Press facilities have on certain occassions been provided close to a center. Not for the purposes of observing the center and its activities, but to be close to a spokesman or official who is authorized to issue statements regarding a current situation. The Washington, D. C. Command Center maintains adjacent press facilities because many times the Mayor of the city spends time there in order to direct and monitor the many crises and confrontations that occur in that city. The actual operations room, however, is "off limits to working press during crises". Press should be kept advised of center hours, particularly start up and shut down times, media must frequently publicize these hours as a public service. It can be helpful to keep a flow or exchange of certain information. "Not for publication or off the record" as a means of verifiring certain kinds of inquiries, but each should use other means for this verification. A reminder at this point seems in order. By media it is meant all media

including weekly papers, minority press, soul or/spanish and foreign language stations, educational or independent TV stations. Often in the crush of business these important link to the total community are overlooked as vehicles. In many cases these non conventional resources prove more than satisfactory in reaching large segments of the population.

Resources

While no two communities are exactly alike many do share certain common resources that may be tapped either for volunteer manpower or funding. The following suggestions may be helpful in either or both areas. The list is only partial. Ingenuity, research and knowledge of your own community will add to your own list of possibilities.

Funding

Federal Sources

HEW/Emergency Medical Services Oct. of 1973

LEAA/Discretionary Grants to Improve Communications

OEA/Office Emergency Assistance

State

Office of Emergency Preparedness

Governors Office (Emergency Funds)

Local

Mayors Office (Emergency Funds)

County Executives (Emergency Funds)

Office of Civil Preparedness

U. S. DEPARTMENT OF JUSTICE
COMMUNITY RELATIONS SERVICE
1275 Market St., Suite 1050
San Francisco, California 94103

TRANSPORTATION ISSUES

Rajneesh reportedly has the following transportation available. There are a total of 700 various vehicles registered to residents or entities at Rajneesh.

- 145 buses (four the size of a commercial carrier bus, i.e., Trailways), remainder are school bus-type vehicles with smaller capacity.
- 58 vans, capacity 10-12 passengers
- 20 suburbans, capacity 8-10 passengers
- Several automobiles ranging from station wagons on down to the smaller compact sizes.
- 4-5 aircraft: overall capacity 120 (at least two DC3s, capacity 20-25, plus a 131 capacity 30)

The Rajneesh maintain their own travel agency and have the capacity of ticketing any means of transportation for those leaving the ranch. (Evening of November 4 two Puerto Ricans were ticketed by air from Portland to Puerto Rico.)

Supposedly all street people recruited prior to September 28 were promised return tickets home when wanted. Any recruited after September 28 had transportation paid to the ranch, but no commitment for return trips.

NOTE: December 7 is the Bhagwan's birthday, at which time there will be a festival on the ranch which could attract 10-14,000 people from around the country.

Emergency Transportation

PUC assures that enough transportation to move 2,000 people can be provided through commercial bus lines within four hours. This would be transportation to move street people out of the state to their own designated destination. In the event emergency transportation is required, PUC will be contacted by Gerry Thompson. Attached are the emergency numbers.

Local communities, in the event of scattered dumping or mass dumping, either have made preparation or will be making preparation to utilize local services such as school buses to transport street people to a central holding place. The Military can be made available for transportation on a limited basis without an emergency declaration. With a full emergency declaration by the Governor, all military vehicles (buses and trucks) will be made available. Military has available six full-size buses plus several trucks.

SECURITY

All security issues will be handled and coordinated through OSP which will back-up local law enforcement agencies. OSP will always have on-site troopers who will monitor the activities at any holding area.

In the event of a scatter dump, state police will monitor, coordinate and effect pickup plans in conjunction with local law enforcement agencies. If the dump is large, the Military can be called upon on a backup basis. The Military can only be used in this exercise upon full declaration of emergency.

DECLARATION OF EMERGENCY BY GOVERNOR

Most communities can handle up to 200 dumped people. We have established a flexible guideline of 200 before invoking any Governor's declaration. Of course at the figure of 200 the situation would be evaluated for community impact to be reported to the Governor for final decision of a declaration.

The impact of a declaration would free up all state resources, i.e., Military, State Police, etc., to assist any community in the gathering up of street people, sheltering, feeding and transportation.

Fiscal impact of a declaration would be on state government for the costs of petroleum, overtime hours and a small lease payment for the armories.

Past practices would be followed for monetary reimbursement of the Military. When the total costs were in, the determined dollar amount would be reported to the Emergency Board for recovery to the Military.

In order to determine the various levels of needs, the dumping issue has been divided into three segments.

1. Trickle: 15-50 people per day in any one community or combination of communities.
2. Sustained: 50-200 people in any one community or combination of communities per day.
3. Massive: 200 people in any one community or combined communities without transportation per day. Massive dumping also creates several other problems which will be divided into three categories later in this report.

II. Sustained Dumping

Communities most likely to be impacted by sustained dumping are The Dalles, Madras, Bend and Portland. The same procedures as outlined in (I) will be followed except:

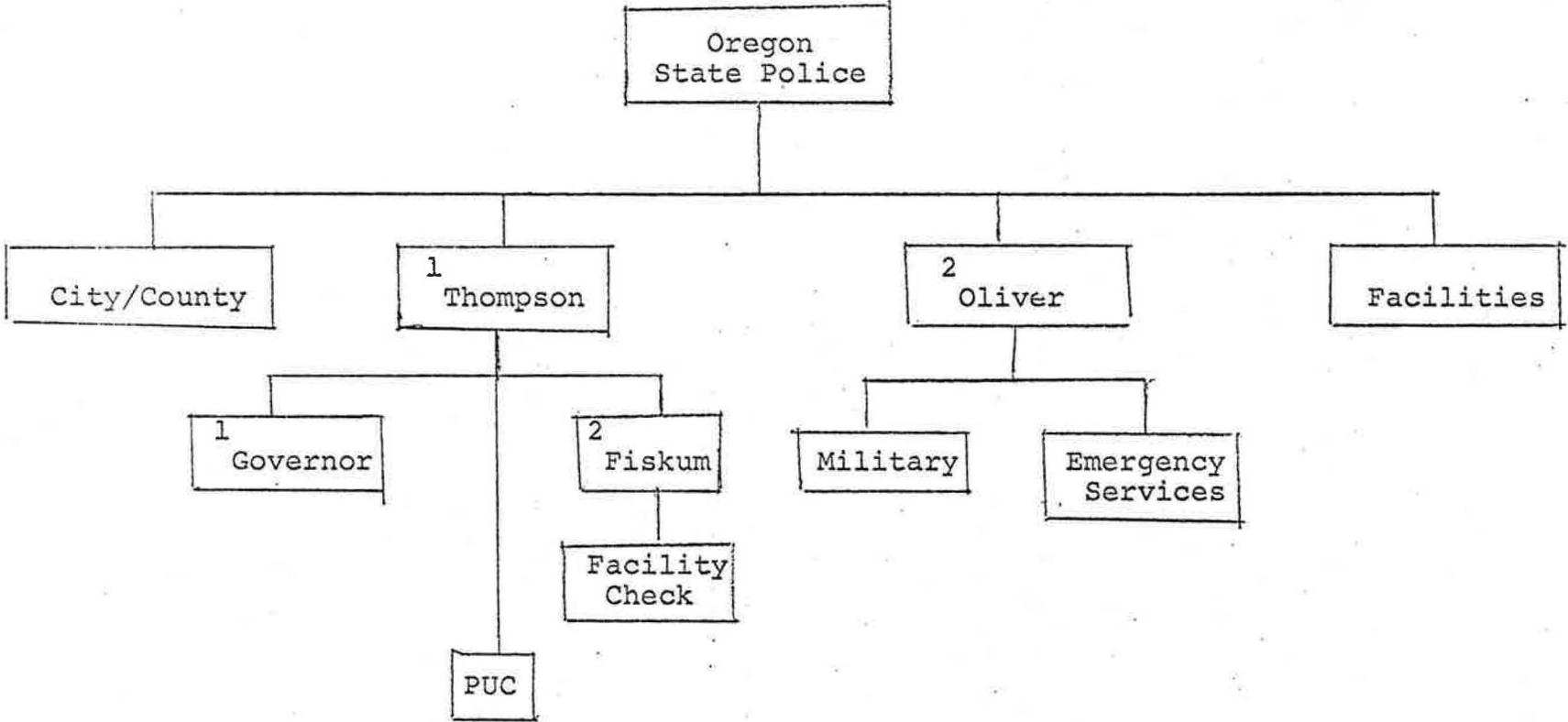
- A. Assessment and notification for intermediary Military armory housing.
- B. Needs assessment for intermediary transportation to holding centers provided through either local arrangements or Military assistance.
- C. Salvation Army and Military will provide the primary sources for sheltering and feeding.

III. Massive Dumping

200 street people in any community without ticketed transportation out of the state. Massive dumping could happen in any one of three ways, all of which would be unique unto themselves in the way of handling the predicament that would be presented.

- A. Simultaneous dumping in various communities. Each community would proceed with the usual plans outlined above. The total situation would be assessed and communicated to the Governor for consideration of the Governor's disaster declaration.
- B. Massive dumping in one single community. In nearly all communities a massive dump of 200 or more without ticketed transportation would create an unwieldy situation.
 1. In smaller communities, a Governor's declaration would probably be immediately needed in order to release all necessary resources.
 - a. The situation would be immediately assessed and reviewed with the Governor for determination of a declaration.
 2. Dumping in the Portland community could possible be handled by local resources.
 - a. The situation would still need to be assessed and reviewed with Governor for a declaration.
- C. Dumping in no specific community. It is possible that street people could be literally kicked off the ranch without any mode of transportation or assistance. This would leave street people wandering around the perimeters of the ranch trying to find their own way to some facility or means of transportation.
 1. Situation would be assessed and reviewed with the Governor immediately for a determination of declaration of emergency.

NOTIFICATION





STATE OF OREGON

INTEROFFICE MEMO

TO: Governor

DATE: November 5, 1984

FROM: Bob Oliver 

SUBJECT: "Man Camp" Code Compliance

While I was involved in various meetings Monday morning, word came in from state agencies which had been requested last week to furnish information on alleged code violations at the installation brought to Antelope from Idaho. Ms. Hill and others had complained about foundations of the buildings, and the water supply, which they said did not comply with ordinary standards and had received more favorable consideration by state agencies.

Kristine Gebbie says the "man camp" was hooked onto the City of Antelope's existing water supply. To boost the quantity of water available, an additional well was drilled. Kristine says there was a procedural irregularity in that the Health Division did not receive plans and specifications for this well for review prior to the time it was drilled. However, Kristine says it has been her experience (as it was mine, when I was Administrator of the Health Division) that about half the time a well is drilled, the Division does not know about it until the work is done. At any rate, the Division did receive the plans and specifications for the well and hook-up. These were reviewed in the standard manner against the standard criteria. Kristine says her experts describe it as a "good well," and they cannot tell her of any technical reasons why it should be disapproved. Nevertheless, a Health Division Public Health Engineer will be in the area later this week and will re-check the work to verify full compliance. She will advise us promptly of his report.

Fred Heard says the matter of foundations supporting the structures at the "man camp" does not come under authority of the Building Codes Division. Under state law, the City of Antelope (or Rajneesh, or whatever) has jurisdiction to formulate foundation standards and enforce compliance. Fred says he does not defend this state of affairs, but has to take note of the law and apply it to Antelope as with any other city.

Ironically, the main problem involving the "man camp" is one not mentioned by Ms. Hill and her associates. This involves electrical permits for these buildings. The Building Codes Division inspector told the Rajneesh inspection of the internal electrical systems could be waived if inspection records from Idaho for these facilities were produced. The Rajneesh who were on the scene

Governor Atiyeh
November 5, 1984
Page 2

agreed to do this, but did not send the documents. The Building Codes Division said they would not approve the buildings until these documents were received, or a more extensive inspection were conducted - which might involve exposing systems within the walls. The Building Codes Division apparently is being accused of "delaying tactics" by the Rajneesh. Fred Heard says the electrical permits in this case would be processed in the same manner as for any other facility in an Oregon community, because the facility is not situated in Rajneeshpuram - which currently is affected by a court order. Fred will keep us advised of developments with respect to the electrical permit situation.

A copy of Fred's memorandum and other materials are attached.

cc: Gerry Thompson

DRAFT

Copy No _____ of _____ Copies
HQ STARC, OREGON
Salem, OR 97303-3241
06 November 1984
TW78

ANNEX J (DISASTER RELIEF) TO OPLAN 01-84, OPERATION SERENITY
References:

- a. OPLAN 01-84, (Operation Serenity).
- b. OPLAN 01-85, (Operation Serenity), TF Serenity.

Time Zone Used Throughout the Plan: Uniform

1. SITUATION

The possibility exists that an unknown number of "Street People" might be evicted from Rajneeshpuram with little or no warning. This may happen in one of three ways:

- a. Trickle Down - a few individuals are released in local communities sporadically which will require limited Army National Guard (ARNG) response.

- b. Sustained Release - 100 to 200 persons and busses to a community and released with little money and no support. This impact may require ARNG support for transport, housing, and feeding services.

- c. Mass Release - 200 to 2700 persons are released in mass at multiple locations/or abandoned by the roadside. ARNG involvement is immediate with transportation, temporary housing, medical and food service support.

- d. Should mass release occur, the ARNG will be tasked to transport the Displaced Persons (DP) to armorys on designated shelter sites, provide shelter and food service until such time as the DPs can be processed for return to their home of record. Assistance from such agencies as the American Red Cross, the Salvation Army, State and County Emergency Managers, and church groups is probable and is being staffed at this time.

2. MISSION

Oregon National Guard provides disaster relief to local authorities on order of the Governor (declaration of emergency) in the areas of transportation, shelter, food service and medical support.

3. EXECUTION

- a. Concept of Operation.

- (1) Oregon State Police will notify The Adjutant General of displacement of 200 plus persons from Rajneeshpuram. Task Force Commander will alert selected support personnel to assemble and designate shelters to be used.

- (2) On order ARNG transport moves to affected community and provide transport of displaced persons to emergency shelter. See TAB A for (Transportation Assets). By unit and location.

- (3) Technician and AGR personnel prepare shelters to receive displaced persons. Cots, blankets, and bedding are drawn from designated sources and prepared for use. See Appendix 2 (Available Bedding).

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(4) Designated mess teams move to shelters and prepare rations in accordance with guidance provided by USPFO-L. See Appendix 3 (Food Service Support).

(5) Medical support from ARNG medical units assembles supplies, ambulance, etc and moves to shelter, and provides emergency first aid. Shelter capacity averages 150 people.

(6) All ARNG armories are designated emergency shelters and could house displaced personnel up to 72 hours. Final transportation of displaced persons to have of record will be coordinated by State of Oregon Emergency Management Division. For armory capacity figure see Appendix 4 (Facility Capacity and Drill Dates).

b. Coordinating Instructions

(1) The alert system for this particular contingency is the Civil Disturbance Condition System (CIDCON) described in OPLAN 01-84 and will continue to be used to notify commanders and personnel.

(2) In so far as possible unit drill dates and scheduled assemblies will not be changed.

(3) Units should identify food service personnel and medical section members who could be called to State Active Duty with a minimum of conflict with their civilian employment.

(4) Law and Order will be maintained in the emergency shelters by local law enforcement agencies.

4. SERVICE SUPPORT

a. Supply

(1) Class I - in accordance with USPFO feeding plan in Appendix 3. The basic subsistence accounting procedures IAW AR 30-1 apply.

(2) Class II - no change from Annex E (Service Support) to TF Serenity OPLAN 01-85.

(3) Class III - no change from Annex E all vehicles will carry full POL cans.

(4) Class IV - no change from Annex E (Service Support) to TF Serenity OPLAN 01-85.

(5) Class V - N/A.

(6) Class VI - no change. Limited Class VI items for displaced persons will be available from Red Cross and local church groups.

(7) Class VII - no change from Annex E (Service Support) to TF Serenity OPLAN 01-85.

(8) Class VIII - no change from Annex E (Service Support) to TF Serenity OPLAN 01-85.

(9) Class IX - no change from basic plan in Annex E (Service Support) TF Serenity OPLAN 01-85. Delivery point of PLL may vary according to need.

(10) Class X - N/A

(11) Miscellaneous - Armory housekeeping supplies will be local purchased as needed not to exceed \$250. During normal duty hours AGI will control all such purchases. After duty hours emergency purchases will not exceed \$250. All invoices will be annotated "In support of Operation Serenity".

b. Services

(1) Laundry - no change from Annex E (Service Support) to TF Serenity OPLAN 01-85.

(2) Bath - no change from Annex E (Service Support) to TF Serenity OPLAN 01-85.

(3) Maintenance - not change from Annex E (Service Support) to TF Serenity OPLAN 01-85.

c. Transportation - no change from Annex E (Service Support) to TF Serenity OPLAN 01-85

d. Medical Support, Evacuation and Hospitalization.

(1) General - Medical service to civilians will be limited to emergency medical care only. No definitive medical care will be provided, such as administering immunizations. Coordination with local authorities, ie, Red Cross, local hospitals is authorized.

Medical assistance to National Guard personnel is more extensive in order to relieve pain and undue suffering caused by injury, and includes:

(a) Protection of wounds

(b) Immobilization of fractures

(c) Control of bleeding

(d) Prevention and treatment of shock

(e) Establishment and maintenance of airway

(f) Other treatment as necessary to preserve life

until a hospital can be reached.

(2) Manning - An aid station will be established at each emergency shelter and will be manned 24 hours a day until the shelter use is terminated. Three (3) aid persons/ambulance driver are required for each aid station.

(3) Evacuation - Transport of ARNG personnel for further treatment at civilian facilities is authorized. Emergency medical evacuation by aircraft is limited to life threatening injuries and must be authorized by the Officer In Charge (OIC). Transportation of civilians must be provided by local authorities. Again, in a life threatening emergency, National Guard assets may be used.

e. Personnel - no change.

5. COMMAND AND SIGNAL
No change.

ACKNOWLEDGE

MILLER
MG

OFFICIAL:

NEWTON
COL
Dir, MSCA

APPENDIXES: 1-Transportation Assets
2-Available Bedding
3-Food Service Support
4-Facility Capacity and Drill Dates
5-Mileage Table
6-Glossary

APPENDIX 1 (TRANSPORTATION ASSETS) TO ANNEX J (DISASTER RELIEF)
TO OPLAN 01-84, Operation Serenity

1. Buses -	44 PAX	29 PAX
Camp Withycombe	4	0
Portland Air Base	1	3

 Total Passenger Capacity - 306

2. Tactical Vehicles - (List only 2 1/2 ton Cargo and 5 ton Cargo) See attached.

EMERGENCY RESPONSE ASSETS
AS OF 22 AUGUST 1984

UNIT CODE	UNIT	CITY	MOTORIZED EQUIPMENT					
			Trucks 2 1/2 T CARGO	5 T CARGO	5 T DUMP	LOADER	GRADER	BULLDOZER
Hq ORARNG								
211	HQ STARC, ORARNG (-)	(Salem)						
212	Det 1 HQ STARC, ORARNG	(Clackamas)						
213	115th PA Det	(Salem)						
214	Det 3 HQ STARC, ORARNG	(Cp Rilea)						
221	549th Med Det	(Cp Rilea)						
225	442d Engr Det	(Cp Rilea)			3		1	
Troop Comd Bde								
320	Det 2 HQ STARC, ORARNG	(Portland)						
321	HHD 82d Spt Cen	(Portland)	1					
1st Bn 249th Inf								
351	HHD	(Newberg)	2					
353	Co A	(Hd River)	1					
355	Co B	(Newport)	1					
357	Co C	(St Helens)	1					
359	Co D	(Salem)	1					
361	Co E	(Corvallis)	1					
3d Sqdn 116th AC								
441	HHT (-)	(LaGrande)	7					
442	Det 1 HHT	(Baker)	1	8				
443	Trp I (-)	(Pendleton)	2					
444	Det 1 Trp I	(Milt-Free)						
446	Trp K (-)	(The Dalles)	2					
447	Det 1 Trp K	(LaGrande)		2				
448	Trp L (-)	(Bend)	2					
449	Det 1 Trp L	(Burns)						
451	Co M	(Redmond)	2					
453	How Btry	(Ontario)	3	3				
1249th Engr Bn								
521	HHC	(Salem)	4	2	2	1	3	1
522	Co A	(Coos Bay)	3	1	12	2		2
524	Co B	(Dallas)	3	1	12	2		2
525	Co C	(Albany)	3		12	2		2
526	Co D (-)	(Cp Rilea)						
527	Det 1 Co D	(Tillamook)			8			
641st MI Bn								
541	HH&S Co 641st MI Bn	(Salem)	8	1				
542	Co A 641st MI Bn	(Salem)	7					
544	Det 3 HHT 116th ACR	(Salem)						
Troop Command Bn								
560	Det 4 HQ STARC, ORARNG	(Clackamas)						
561	3670th Maint Co	(Clackamas)	15					
562	2186th Maint Co (LE) (GS)	(Clackamas)						
563	234th Army Band	(PAB)	1					
565	342nd Ord Det (TS)	(Clackamas)						

MOTORIZED EQUIPMENT

22 AUG 1984

TRUCKS

UNIT CODE	UNIT	CITY	2 1/2T	5 T	DUMP	LOADER	GRADER	BULL DOZER
	41st Inf Bde							
611	HHC	(Portland)	4					
612	419th Sig Plt	(Salem)						
613	Trp E 82d Cav	(Woodburn)	3					
614	162d Engr Co	(Lk Oswego)	3		13	2		2
617	Det 1-HHD 141st Spt Bn	(Salem)						
618	Det 2 HHD 141st Spt Bn	(Portland)						
	141st Spt Bn		25					
641	HHD (-)	(Portland)						
642	Det 3 HHD 141st Spt Bn	(Clackamas)						
643	Co A (Admin)	(Portland)						
644	Co C	(Portland)						
646	1210th Trans Co (-)	(Salem)	37	18				
647	241st Med Co	(Portland)	7					
648	41st Maint Co	(Clackamas)	12					
649	741st Ord Msl Det	(Clackamas)	1					
	2d Bn 218th FA		48	1				
661	HHB	(PAB)						
662	Btry A	(PAB)						
663	Btry B	(PAB)						
664	Btry C	(PAB)						
665	Svc Btry	(PAB)						
	1st Bn 162d Inf							
721	HHC	(F Grove)	5	1				
722	Co A	(Or City)	2					
723	Co B	(McMinn)	2					
725	Co C	(Gresham)	2					
726	Spt Co	(Hillsboro)	3					
	2d Bn 162d Inf							
731	HHC	(C. Grove)						
732	Co A	(Eugene)	13	1				
733	Co B	(Eugene)						
735	Co C	(Eugene)						
736	Spt Co	(Lebanon)	3					
738	Det 1 Spt Co	(Silverton)						
	1st Bn 186th Inf							
741	HHC	(Ashland)	7	1				
742	Co A	(Medford)	1					
743	Co B	(K. Falls)	2					
744	Co C	(Roseburg)	2					
746	Spt Co	(G. Pass)	3					
748	Det 1 1210th Trans	(Medford)	15					
	UTES-	(Cp Rilea)	11	1	7	2	1	2
	COUTES	(COTS)	3					
	TOTAL		281	41	66	11	5	11

EMERGENCY RESPONSE ASSETS
AS OF 22 AUGUST 1984

WATER SYSTEMS

UNIT CODE	UNIT	CITY	WATER PURIFIER	1,000 GAL WATER TANK TRUCK	400 GAL WATER TANK TRAILER
Hq ORARNG					
211	HQ STARC, ORARNG (-)	(Salem)			
212	Det 1 HQ STARC, ORARNG	(Clackamas)			
213	115th PA Det	(Salem)			
214	Det 3 HQ STARC, ORARNG	(Cp Rilea)			
221	549th Med Det	(Cp Rilea)			2
225	442d Engr Det	(Cp Rilea)			
Troop Comd Bde					
320	Det 2 HQ STARC, ORARNG	(Portland)			
321	HHD 82d Spt Cen	(Portland)			
1st Bn 249th Inf					
351	HHD	(Newberg)			
353	Co A	(Hd River)			1
355	Co B	(Newport)			1
357	Co C	(St Helens)			1
359	Co D	(Salem)			
361	Co E	(Corvallis)			1
3d Sqdn 116th AC					
441	HHT (-)	(LaGrande)			1
442	Det 1 HHT	(Baker)			
443	Trp I (-)	(Pendleton)			1
444	Det 1 Trp I	(Milt-Free)			
446	Trp K (-)	(The Dalles)			1
447	Det 1 Trp K	(LaGrande)			
448	Trp L (-)	(Bend)			1
449	Det 1 Trp L	(Burns)			
451	Co M	(Redmond)			1
453	How Btry	(Ontario)			1
1249th Engr Bn					
521	HHC	(Salem)	4		
522	Co A	(Coos Bay)			1
524	Co B	(Dallas)			
525	Co C	(Albany)			1
526	Co D (-)	(Cp Rilea)			
527	Det 1 Co D	(Tillamook)			
641st MI Bn					
541	HH&S Co 641st MI Bn	(Salem)			1
542	Co A 641st MI Bn	(Salem)		1	
544	Det 3 HHT 116th ACR	(Salem)			
Troop Command Bn					
560	Det 4 HQ STARC, ORARNG	(Clackamas)			1
561	3670th Maint Co	(Clackamas)			
562	2186th Maint Co (LE) (GS)	(Clackamas)			
563	234th Army Band	(PAB)			
565	342nd Ord Det (TS)	(Clackamas)			

APPENDIX 2 (AVAILABLE BEDDING MATERIAL) TO ANNEX J (DISASTER RELIEF) TO OPLAN 01-84, OPERATION SERENITY

	<u>BLANKETS</u>	<u>COTS</u>	<u>MATTRESS</u>	<u>PILLOW</u>	<u>SHEETS</u>
Camp Rilea	1500	Ø	40	Ø	Ø
Camp Withycombe	678	290	290	309	634
41st Inf Bde	283	319	419(PADS)	Ø	Ø
Trp Comd Bde	65	243	Ø	Ø	Ø
PANG Base	200	610	96	Ø	Ø
Totals	2726	1462	426	309	634

Bedding will be located at Camp Withycombe and issued as needed to affected support site.

PANG - Portland Air National Guard

APPENDIX 4 (FACILITY CAPACITY AND DRILL DATES) TO ANNEX J (DISASTER RELIEF) TO OPLAN 01-84,
OPERATION SERENITY

LOCATION	S.F. ASSY HALL	MENS TOILETS		LAV	SHOWER	WOMENS TOILET		LAV	SHOWER	TOTAL CAPACITY	UTA DATES		
		URINALS	TOILETS			TOILETS					NOV	DEC	
Bend	6350	3	3	3	3	-	-	-	-	127	17-18	15-16	
Redmond	5651	3	3	4	3	1	1	1	1	113	16-18	1-2	
The Dalles	6350	2	4	4	4	2	1	-	-	127	10-11	8-9	
Hood River	5651	3	3	4	3	1	1	1	1	113	3-4	14-16	
Jackson	9102	4	5	5	4	2	2	1	1	182	17-18	17-18	
Kliever	9100	3	4	3	4	4	3	4	4	182	E-3-4 17-18	8-9	
Gresham	5651	3	3	4	3	1	1	1	1	113	17-18	8-9	
Tigard	6480	6	8	6	8	2	2	-	-	130	41 17-18 82 3-4 Det2 17-18	8-9 1-2 1-2	
Clackamas	9100	3	3	4	3	2	2	-	-	182	CMA 17-18 41 17-18	1-2/8-9 8-9	
Woodburn	7000	3	3	4	3	2	2	-	-	140	1823670 +2002186	16-17 17-18	1-2 15-16
Salem	9156	18	6	18	(3)	12	8	(3)	(3)	183	STARC 3-4 D 17-18 419 16-18 1249 10-11 1210 16-18	8-9 8 2 8-9	
Eugene	6300	4	4	6	4	2	3	1	1	126	A 10-11-18 B 17-18 C 3-4	1 1 2	
TOTAL										1918			

APPENDIX 6 (GLOSSARY) TO ANNEX J (DISASTER RELIEF) TO OPLAN 01-84
OPERATION SERENITY

Class I. Rations and gratuitous issue of health, morale, and welfare items.

Class II. Clothing, individual equipment, tentage, tool sets, administrative and housekeeping supplies and equipment.

Class III. Petroleum, oil, and lubricants.

Class IV. Construction materials.

Class V. Ammunition.

Class VI. Personal demand items sold through post exchange.

Class VII. Major end items such as tanks, armored personnel carriers, and attack helicopters.

Class VIII. Medical.

Class IX. Repair parts and components for equipment maintenance.

Class X. Nonstandard items to support nonmilitary programs such as agriculture and economic development.

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	DATE-TIME	MONTH	YR	ACT	INFO					
OF 2		Nov	84	PP	PP					
BOOK	MESSAGE HANDLING INSTRUCTIONS									
FOR OFFICIAL USE ONLY										
<p>FROM: CDR STARC HQ-OR</p> <p>TO: SEE DISTRIBUTION</p> <p>INFO: SEE DISTRIBUTION</p> <p>FOR OFFICIAL USE ONLY</p> <p>SUBJ CHANGE TO OPLAN 01-84, OPERATIONS SERENITY (U)</p> <p>A. OPLAN 01-84 (U)</p> <p>1. REFERENCE IS CHANGED TO ADD: MAP, METSKERS, JEFFERSON, WASCO, AND WHEELER COUNTIES, OCT 84.</p> <p>2. TASK ORGANIZATION IS MODIFIED AND NOW INCLUDES:</p> <p>HQ STARC OREGON</p> <p>HHC 41ST INF BDE (-).</p> <p>1ST BN 249TH INF (-)</p> <p>3D SQDN 116TH ARMD CAV (-)</p> <p>244TH CBT COMM SQDN ORANG (-)</p> <p>141ST SPT BN (-)</p> <p>DET 1 141ST SPT BN (-)</p> <p>DET 2 141ST SPT BN (-)</p> <p>1210TH TRANS CO (-)</p> <p>HHC 1249TH ENGR BN (-)</p>										
<p>DISTR: TAG, COFS, DEP TAG, ASST TAG, XO, ARP, USPFO (3), AGC, AGI, SPMO, PAO, SRAA, CCE, SGS, CMD GP, ARM, ARS, STARC PA, CDR 41st IB-8, CDR 141ST SPT BN - 5, CDR 1210TH TRANS CO (-), CDR HQ ORANG -5, CDR, 244TH CCS, ORANG - 4, CDR DET 2 STARC - 5, CDR 1249TH ENGR BN-5</p>										
<p>DRAFTER TYPED NAME, TITLE, OFFICE SYMBOL, PHONE</p> <p>J.R. NEWTON, COL, DIR, MSCA, STARC HQ, 378-6864</p>						<p>SPECIAL INSTRUCTIONS</p> <p>FOR OFFICIAL USE ONLY</p>				
RELEASER	<p>TYPED NAME, TITLE, OFFICE SYMBOL AND PHONE</p> <p>ROBERT E. FASTABEND, COL, DIR, POTO&MS</p>					<p>SECURITY CLASSIFICATION</p>		<p>DATE TIME GROUP</p> <p>03 2120N0084</p>		
	<p>SIGNATURE</p>									

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DISTRIBUTION - CONTINUED

CDR 3D SQDN 116TH ACR - 5

CDR 1ST BN 249TH - 5

CDR CO A 1ST BN 249TH - 4

CDR TRP K (-) 3D SQDN 116TH ACR - 4

CDR CO M 3D SQDN 116TH ACR - 4

CDR TRP L (-) 3D SQDN 116TH ACR - 4

CDR 3670TH HEM CO - 4

CDR 115TH PAD - 2

INFORMATION:

CDR 6TH US ARMY (AFKC-OP-IS)

CHIEF, NGB-MS - 2

GOVERNOR

SUPERINTENDENT, OSP - 5

EMERG MGT DIV - 2

JEFFERSON CTY DA

WASCO CTY DA

RAJNEESHPURAM POLICE

RAJNEESH POLICE

APPENDIX 5 (MILEAGE TABLE) TO ANNEX J (DISASTER RELIEF) TO OPLAN 01-85, OPERATION SERENITY

MILEAGE TABLE	Antelope	Bend	Clackamas	The Dalles	Eugene	Gresham	Hood River	W.D. Jackson	Madras	Redmond	Salem	Tigard	Woodburn
Antelope		96	153	62	186	137	87	127	37	64	209	162	226
Bend	96		158	131	128	146	152	156	42	16	131	158	156
Clackamas	153	158		143	135	16	59	11	103	119	46	17	21
The Dalles	62	131	143		193	72	21	82	89	114	129	78	113
Eugene	186	128	135	193		119	172	129	151	126	64	105	81
Gresham	137	146	16	72	119		48	10	104	129	56	19	44
Hood River	87	152	59	21	172	48		38	110	136	108	67	92
W.D. Jackson	127	156	11	82	129	10	38		94	119	66	29	54
Madras	37	42	103	89	151	104	110	94		26	155	123	172
Redmond	64	16	119	114	126	129	136	119	26		129	139	144
Salem	209	131	46	129	64	56	108	66	155	129		42	17
Tigard	162	158	17	78	105	19	67	29	123	139	42		25
Woodburn	226	146	21	113	81	44	92	54	172	144	17	25	



STATE OF OREGON

INTEROFFICE MEMO

TO: Governor

FROM: Gerry Thompson

SUBJECT: Rajneesh Update

DATE: October 10, 1984

OCT 10 1984
Governor Atiyeh

October 8

Telephone call from John Williams. As reported by Ma Sunshine, 3,500 street people at ranch; total population at ranch, 7,000.

"Certain hoops" must be jumped through in order to gain approval for street people to gain transportation back to original home.

Call from Stoops. Reported approximately 50 street people dumped in the Portland area. After pressing for details, he then indicated that the number was more like 25 since last Thursday. He also expressed knowledge of 15-20 street people dumped in The Dalles. When asked how he actually knew they had been dumped, he only indicated the street people interviewed indicate that they had been dumped by the ranch and the dumping was being done late at night. Stoops expressed concern about financial support to provide for transportation of these people back to their homes. Referred Stoops to Ned Look. He indicated he and Ned had already discussed the situation. Double checked with John Williams on the dumping situation. John confirmed there are a few stragglers who have asked to leave the ranch, but they have not yet been able to confirm any concerted effort by the Rajneesh in any one town.

Call from Don Clark who now heads up the Burnside Consortium. He indicated he had been having conversation with and expressed concern about whether or not any strategic planning was being done. He reported that city and county officials are being "yanked around" by Stoops. He feels Stoops is taking advantage of the situation.

Call from John Mathis. He reports that K.D. and Sheela desire to settle the situation to bring about "peaceful co-existence." They intend to "suspend the people's program October 12." They are fearful of making any premature announcement on the basis that people may start jumping on buses and saturating the program.

Governor
Rajneesh Update
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They wish to suspend the program because they are "concerned about stabilizing the situation inside." K.D. and Sheela feel the environment is being set negatively by the various coalitions across the state. John asked I call K.D. and confirm this report. We discussed the possibility of a meeting with K.D. and Sheela this coming Thursday evening. I advised John we would await confirmation of time and place, but preferred either the Governor's office in Salem or Governor's Portland office. I pressed John for the purpose of the meeting. John indicated it would be to get Governor's endorsement of the identified needs of the Rajneesh. They are: 1) To be left alone. 2) The Bhagwan's immigration adjusted to resident alien; (he currently has a visa and they feel they need the Governor's personal endorsement to the federal government to encourage this adjustment). 3) Resolution of the land use issue. They would like the Governor to go as far as he can to bring about negotiations with the Attorney General. 4) Make our meeting Thursday night as meaningful as possible and K.D. and Sheela have assured John that all their cards will be laid on the table for eventual presentation to the Governor.

John reiterated the purpose of the meeting should be to present a framework to the Governor of what is needed to bring about peaceful co-existence.

John said that K.D. and Sheela "realize their situation is very explosive." They are looking for a way to get out. John asked if the U. S. Attorney should attend our Thursday meeting. I told him no. John informed me he was in the process of forming a coalition of major religious leaders in the state to work as a task force to bring about recommendations to the Governor and the Rajneesh to create peaceful co-existence. When asked for the list of names he had been in touch with, the following was given: Archbishop Powers, Portland; Rodney Page; Rabbi Rose; Bishops Conley Baker and McKenzie, The Dalles; Ted Hallock; Sid Lezak; Ted Shay; Tom Walsh; Bob Montgomery; Robert Duran. John indicated they would be holding a press conference at 1 p.m. Thursday to announce the coalition and the purpose. I reminded John that the Governor had asked that the federal government find a way to gracefully step back and let the state handle the situation until federal government involvement was requested. I asked that no such press conference be held until he had received specific approval from the Governor.

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October 9

Call from Laura Bentley representing Concerned Oregonians in The Dalles. She was concerned that she and her group were being scalded by the Governor for their actions. I advised her the Governor complimented her on their most recent meeting and the fact that they had asked the Albany people to stay home and as long as any group was acting responsibly to calm down the situation, they would not be scalded. She asked for a meeting with the Governor. I told her I would inform the Governor of her request and we would work toward that possibility.

Received a call from Commissioner Caroline Miller. She is aware that some street people are beginning to flow into the Portland area. Mike Stoops, she believes, is taking advantage of the situation. He has called a lot of public officials in the Portland area and is making the situation more difficult than it should be. He has convinced Commissioner Biskar that the commission should adopt a resolution next Wednesday recognizing that street people are being dumped in Portland, that the situation is becoming urgent and asking for financial assistance from the Governor and state government. She feels this would be damaging and could make the situation even worse. She suggests that the Governor appoint a small task force to work with the Governor with representation of the Portland area to help keep the situation calm and deal with all requests rationally. She suggests that the task force be comprised of three individuals in Multnomah County and would recommend Don Clark and Jean deMasters. She specifically requested that Stoops not be included in any such effort. I assured her I would make the Governor aware of her request.

Richard Atiyeh called. He had been talking to Colonel Riley of the Salvation Army. Riley is concerned about the altercations at the Rajneesh Hotel created by the "dumped street people" who are picketing the hotel to force tickets for their return. Richard asked that I call Riley.

Call to Colonel Riley who indicated he did not want to make any decisions that might be an embarrassment to the Governor. He is concerned about the street people picketing the Rajneesh Hotel. Usually there are about 12-14 actual street people involved. He expressed concern of Stoop's indication these people have nowhere to go and sometimes picketers who had actually been interviewed on TV stating that they had nowhere to go and nothing to eat. Riley assured me that the Salvation Army will house and feed these people and in fact, those who had been interviewed had been eating at their Harborlight facility. Riley said in interviewing

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these people they indicated most would leave town if they had a bus ticket. I suggested Riley be in touch with Ned Look. (He did have a conversation with Ned Look). I also strongly recommended to Riley that if his inclination was to provide the bus transportation, he needed to be extremely cautious. He felt they were being cautious, that if they did provide transportation, they would do it on a very quiet basis so that it would not become publicly known. It was my feeling there was no way he could do it without it becoming known eventually at least through the street people network. I briefed John Williams on the situation and asked that he be in touch with Riley right away. That conversation took place and was later reported as satisfactory, although we do not yet know what Riley's decision will be.

October 10

At 8:30 Bob Oliver reported he had been advised by Ray Phelps in the Secretary of State's office that there were "several busloads" on their way to Wasco County to register street people to vote. The County Clerk would be shutting off all registration because of a suspicion of fraud and individuals would be advised that each case would be heard individually.

At 8:35 Stoops called to tell us that a busload of 48 street people were dumped at approximately 5 p.m. last night in downtown Portland. Ten of these people went to Baloney Joe's and five went to one other shelter. His information came to him from a couple of ministers who interviewed those who showed up at the shelters. It was their believe that the bus was a Rajneesh charter bus.

at 8:37 K.D. called asking if I had talked with John Mathis yesterday. He wanted to know if John had confirmed that Sheila Videa and one other woman in charge of their humanitarian foundation had decided to "temporarily suspend" their people's program on October 12. The reasons given for this decision were the current tensions in Oregon and the need to give "breathing space" to Oregonians. K.D. emphasized this was a good faith effort to cool down the tensions. This gave me an opportunity to question K.D. about Stoops' reported dumping in Portland yesterday. He was not aware, but assured me he would confirm and get back to me. I asked K.D. on what basis people were being given bus tickets or only transportation to the nearest city in Oregon. He said any street people who had been recruited on the basis of assurance he would be given a ticket back home, regardless of when the request came, now or six months later. However, the cutoff point for that was somewhere between September 26 and 30. Anyone who leaves after that cutoff point will not be given a ticket, regardless of their reasons for leaving. Currently those who have been transported out of the ranch have left for the following reasons.

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1) Violent people, meaning they live by different ground rules than the Rajneesh. 2) Don't fit into the program. 3) Chose to leave to take care of business and expect to return to the ranch. 4) Just simply choose to leave for their own reasons.

K.D.'s next suggestion was that two trusted individuals meet so that communications could be strengthened. He had been advised by one of their insiders that the problem could possibly be that we do not understand their language nor do they understand our language. He asked that this meeting occur before our Thursday meeting with a purpose of "building a bridge" between the Governor's office and the ranch. He asked that I meet with Al Jennings, at Al's recommendation, and that Al would meet with me any time at any place. He told me Al was here in Salem at 581-7969.

K.D.'s next request was for Bob Lamb and John Mathis to meet with the Governor and me prior to the Thursday meeting. K.D. offered to attend that meeting, but only if I felt it would be beneficial. I advised him I did not think he should be present at this time.

K.D. then confirmed that there were 44 street people delivered to downtown Portland at approximately 5 p.m. October 9. These were street people who asked to leave the ranch, all of whom had arrived at the ranch after the ticket cutoff date. K.D. did say that they have had a communications problem over the return ticket situation. It appears that some of their recruiters did not get the cutoff information in time and actually recruited some people with the promise of a return ticket after the cutoff date. He assured me they were working on the problem and hoped to have a resolution soon.

K.D. advised me there were not "several busloads" headed toward Wasco County. He advised there was one busload and one van containing a total of 30-50 people including Sannyasins who were traveling to Wasco County for mainly "social matters." About one-half of the street people were going to Wasco County to make changes in social security and federal programs, i.e., change in mailing addresses and another half were traveling to Wasco County for the purpose of registering to vote.

NOTE: I asked that Greg McMurdo through the county clerk confirm the number of people arriving so that I could check the credibility of K.D.'s report. Greg later confirmed that there were not more than 24 street people requesting voter registration, which would indicate that K.D. was being truthful.

K.D. and I agreed we would meet Thursday, September 11, in the Governor's Portland office at 7 p.m. At that meeting will be John Mathis, Bob Lamb, K.D., Sheela and Sheela's nurse, myself and Bob Oliver, and perhaps John Williams if they agree that he can attend.

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9:53 a.m. Greg McMurdo advised the Secretary of State's office was going ahead with the plan in Wasco County and that all voter registrations would be cut off. I advised Greg of only 30-50 people going to Wasco County with only one-half intending to register. I suggested to him that invoking the plan might be premature and could be construed as only being done to effect the Rajneeshees. If construed that way, it could create problems from a civil rights standpoint and would be hard to verify that the action was taken for all entities, i.e. Portland and Albany residents threatening to register in Wasco County. He disagreed and said they had no choice and had already made their decision and directed the county clerk to take the appropriate action. They will advise those wishing to register that their registration will be "set aside" and they may have individual hearings if they so choose.

10:17 a.m. K.D. called very angry because he had been advised by Greg McMurdo that the Governor had been involved in the Secretary of State's decision. I told K.D. I did not think his information was entirely correct, and I would call him back with the chronology of events. This is how I had dealt with K.D. consistently to give the impression that I am researching everything he reports and in return giving him accurate information.

Met with John Williams and Bob Oliver and brought them up to speed on all of my conversations. Confirmed with Bob that his involvement in the Secretary of State's decision was only a meeting last week where the Secretary of State's constitutional and statutory authority was reviewed in depth to assist her in developing her plan.

Called K.D. back and advised him that we were aware of the Secretary of State's plan and that Bob Oliver had participated in an informational only meeting last week. Told K.D. that the Governor had not been directly involved in that decision, that it is an independent decision by a separate constitutional officer, the Secretary of State. K.D. asked why he had not been forewarned by us. I emphasized that any information we had been given by the Secretary of State was given to us on the basis of absolute confidentiality. Our agreement of confidentiality with the Secretary of State is just like my agreement with K.D. to keep our conversations confidential, that we never violate any agreement to confidentiality and he should respect that. He agreed he did respect it and would not ask us to break anyone's confidence. He did ask that when we are aware of such a

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situation, that we counsel with whomever the individual is to bring about sound reasoning to such a decision and point out the difficulties it might create in the long term. I told him we always practiced that.

K.D. did imply that the Secretary of State's actions this morning have caused a new problem with great magnitude. Some were Vietnam veterans who now say they were willing to give their life for their country and are now being denied their legal right to vote and want to "march."

K.D. also said it has made their situation inside even more explosive. I asked if this was because those recruited had been promised the right to vote. He quickly denied that, but didn't know how Sheela was going to react and I needed to know that he could not always control Sheela's reactions. He hoped that we hadn't caused a problem bigger than both of us.

K.D. again reiterated the importance of our Thursday night meeting and expressed hto me how badly he wants to bring about peace and is hopeful that the Governor will act quickly to help us in our negotiations.

Greg McMurdo called and said that in his conversation with K.D. about the cutoff of registrations, that K.D. threatened they would be bringing in more buses to Wasco County today. Greg assumes this means they are going to make a concerted effort to clog the system in Wasco County. Greg asked that in any further conversations I might have with K.D., I encourage K.D. to not take the threatened action and encourage him to bring quick resolution to the registration problem by challenging the Secretary of State in the courts as quickly as possible.



STATE OF OREGON

INTEROFFICE MEMO

TO: Governor

DATE: October 15, 1984

FROM: Gerry Thompson 

SUBJECT: Rajneesh Update

October 11

Governor met with John Mathis, Bob Lamb and Gerry Thompson. The following subjects were discussed.

1. Federal government's proposal for a rumor control and alerting system. They believe that the Oregon State Police rumor control center is not enough and feel strongly that their proposal should be implemented to:
 - A. Accommodate the increased need as we move toward election date;
 - B. To combine Rajneesh and non-Rajneesh within a central rumor control;
 - C. To encompass Antelope, Rajneeshpuram, Madras and The Dalles;
 - D. To assure everyone his receiving the same word.

It is the belief of the federal mediator that the OSP are unable to respond appropriately because their staff is not trained to properly handle rumor as well as the appearance of the OSP using their rumor control center for intelligence purposes.

2. Governor discussed the signals that he would like to receive from Rajneesh.
3. K.D. and Sheela asked that the federal mediator describe what they are.
 - A. Rajneeshees are not attempting to pressure the government, but are taking all necessary steps to protect their survival. (They are to negotiate the church-state issue and the land use issues now in the courts.)
 - B. Give Rajneesh "a reservation and leave us alone."

- C. October 12 Sheela will suspend the humanitarian program.
- D. Sheela is asking for agreement in principle by the Governor and the Attorney General to concur with the liquidating of the humanitarian program. Further, if the Governor and Attorney General will concur on any agreement reached on the church-state and land use issues, all street people here in Oregon who want to go back home will be provided transportation and Sheela will publicly announce that Rajneesh will no longer participate in the political system.

Principles which Sheela is asking agreement:

- A. The Bhagwan be adjusted to a resident alien.
- B. Governor instruct LCDC to review the one remaining goal issue for the land use plan.
- C. Resolve the church-state issue between Rajneesh attorneys and state attorneys to make any necessary adjustments.
- D. Governor and others urge Rajneeshees be treated the same as any other residents, i.e., permits, etc.
- E. Support for paving of the 15-mile road from the county road to the ranch.

Mathis indicated Sheela has internal control problems and that 3,000 Hopi Indians from Arizona are asking to join. Lamb indicated he felt rhetoric had been scaled down by Sheela; we indicated otherwise.

Governor asked what would happen if agreement to the principles outlined above were not reached. Mathis felt the 3,000 Hopi Indians would be brought to the ranch and probably an unscheduled festival would occur. The mediator confirmed that the population growth at the ranch is creating financial problems.

The Governor went through each of the issues.

- 1. Immigration Governor's position: Governor stated he has never involved himself in immigration matters since he has been Governor and will not get involved for the Rajneesh.

2. LCDC Governor's position: Will review. Goal 14 is the area of concern for Rajneeshees and they are asking that LCDC call up their plan to complete acknowledgment.
3. Church-state issue: Governor's position: Will look at it. This issue is currently before the federal courts and the question is separation of powers.
4. 15 miles of paving Governor's position: Not a realistic request, but will examine the problem. This is probably not a feasible request nor is it realistic because of the fiscal impact on the county.
5. Encourage Wasco residents to treat Rajneesh the same Governor's position: This is up to the Rajneeshees to resolve. Only the Rajneeshees can accomplish this request by taking the pressure off citizens of Oregon.
6. Federal rumor control center Governor's position: Will review and get back to the mediators.

October 11, 7 p.m.

Bob Oliver, John Williams and Gerry Thompson were to meet with Lamb, Mathis, K.D. and Sheela. Lamb and Mathis showed for the meeting and announced to us that K.D. and Sheela would not be coming. It was their belief that based on the Governor's responses to the media that afternoon, there was no purpose in meeting. Conversation continued discussing the pros and cons of the involvement of the mediators, the needs of the Rajneeshees and cooling down the situation.

October 11, 10:30 p.m.

Driving home I heard the announcement on the radio that Sheela had cancelled the "peaceful demonstration" scheduled for the next morning at the capitol. Upon arrival at home I called K.D. to commend them on their decision. He informed me that before I commended him, I should know the reasons for the cancellation. K.D. had received information from a credible source of theirs placed high in state government that 800 State Police had been observed conducting maneuvers in Salem. The troopers were well-equipped and armed. Sources indicated the strategy was to incite a confrontation during the peaceful demonstration so that state government could once and for all take care of Sheela and K.D. The source had also informed K.D. the national guard had been placed on alert. I informed K.D. how ridiculous this information was, that OSP had only 863 personnel including the Superintendent, 40 of whom were recruits currently in school. No extra deportation

had been called into Salem and only about two dozen would be on duty at the capitol for crowd control. This is not an unusual number. It is typical of any other crowd control activity by the OSP for groups of 1,500-2,000. National Guard had not been put on alert and could have only been put on alert by the Governor.

October 12

Several conversations by myself with K.D. as a result of the evening conversation October 11. It was obvious that K.D. had not gotten the full message from the feds. It was his belief the Governor was establishing a task force and the Governor would be studying the issues as outlined. That is the reason they chose not to meet on the 11th.

K. D. and Jay Annanda flew into Salem and met with me and Bob Oliver and brought with them Ed Sullivan who represents them legally for their land use issues. We reviewed the land use issue with Ed. It is his belief that LCDC can legally complete the land use plan regardless of whether or not the city is under question. They refuse to accept the theory that as long as there is not a city, there is no need for a land use plan. Sullivan agreed to provide some additional information at K.D.'s instruction.

We then reviewed the other issues at hand and left them with the firm opinion as rendered by the Governor.

On the land use issue, it is their belief that Wasco County will never be in a position politically to deal with Rajneesh. Rajneeshes need the land use plan in order to make allowable the commercial developments, i.e. bakery, etc. Rajneesh must have urbanization in order to continue. They proceed on the basis of forming their own city at the encouragement of Wasco County and recommendations for LCDC to accept the land use plan and agree to compliance with all of the goals. Wasco County has repealed their former action concerning the ordinance. The case has been heard by LUBA. Wasco County land use plan originally included Rajneesh and now Wasco County is trying to take it out. Hearing will be conducted within 30 days.

We again reviewed the Governor's position on the immigration issue. They are now asking that the Governor inform immigration officials that although his position is neutral, that review of the request should take into consideration that granting the request would significantly contribute to the lessening of tensions.

The church-state issue is being handled by Attorney Durham for the Rajneesh. They feel the current injunction is in their way of making any appropriate adjustments. Bob Oliver told K. D. and Jay Annanda that the Governor will not encourage the Attorney General to modify his opinion of what he, the Attorney General, believes the law to be, but the Attorney General has agreed to make his staff available to meet with Rajneesh attorneys to hear the points of law and how problems can be corrected. Rajneeshees want the Attorney General to express what he feels needs to be done to correct the situation. They want the Attorney General to propose "constructive solutions" to bring about injunctive relief from the courts. The Rajneesh refuse to accept the fact that their request for the 15 miles of paving is unrealistic. They present the road as necessary to serve a city of 5,000 that contains schools, hospitals and high visitor traffic. They asked that the Governor open up lines of communication between Wasco County and Rajneeshees to negotiate improvement to the roads.

October 12

Bill Gary called to inform us that the federal court denied dismissal of the church state issue with the statement that the case poses some very serious issues. The Attorney General's office views this now as an absolute slam dunk case in favor of the state.

Attorney General's office also informed us that Norma Paulus registration and voter plan has some real problems. The federal law provides that you cannot treat persons seeking to vote any more stringently than existing voters. Norma will be informed of the problems.

October 13

K.D. called asking that three rumors be checked out.

1) Is it true OSP are checking out Rajneeshees who do not live on the ranch. They have a source who is a person actually aware of the investigation. They feel this to be infringing on people's rights and the investigation to be unlawful. K.D. refused to give any other details other than the fact that they are fully aware of the situation occurring in the Willamette Valley. 2) A rumor that the Attorney General is preparing to prosecute people at the ranch, particularly Sheela. 3) Rajneesh has four Democrat precinct people and four Republicans. The evening of the 13th a function was planned for all Democrats in The Dalles. One of the precinct people had received an anonymous call saying if they were to show up at the function, their "face would be shot off." K.D. specifically asked that since so many threats are being

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October 14, Sunday

K.D. called to see where we were on the issue. I informed him that Ed Sullivan had not yet delivered the material that K.D. had instructed he deliver to us. He immediately got angry and hung up the phone. He called back shortly and said that he had called Ed and expressed anger with Ed in not having kept his word. We again discussed the situation and I reminded K.D. of a conversation I had with him on Saturday, reminding him the homeless issue is separate and aside from the issue presented to the Governor that we will not continue to hold conversations as long as they try to trade the issues for tickets back home for the street people. He again repeated his message to the Governor, that he had given me Saturday, that "we will certainly respond every step along the way for peace and harmony."



STATE OF OREGON

INTEROFFICE MEMO

CONFIDENTIAL

TO: Governor Atiyeh

DATE: October 18, 1984

FROM: Bob Oliver *Bob*

SUBJECT: "Dumping" Contingency Plans

This memorandum is not intended to set out a comprehensive or detailed plan for dealing with people who might be "dumped" by the Rajneesh. It is intended only to outline actions which would have to be tailored to suit a great variety of scenarios which may arise.

Early on, in discussions with Gerry Thompson and me, Leo Hegstrom and Keith Putman announced results of their surveys of DHR programs. For the most part, the "street people" appear to be relatively able-bodied, unemployed individuals who are not accompanied by children. While the Employment Division's services would be available to help them locate jobs, prospects of employment for most of them do not appear bright. Other social service programs within DHR do not address this group of individuals.

Contacts already have been made with various churches and other charitable enterprises in the private sector, calling their attention to the problem and encouraging them to deal with the "dumped" homeless. (As you are aware, public reports of the numbers of such individuals thus far have been found to be greatly exaggerated. These resources in the private sector so far have been able to handle those coming to them.)

The worst case would be a sudden, mass "dumping" numbering hundreds, either in Portland or - worse yet - in Madras or some small community across the mountains.

Officials of the Oregon National Guard have told me they have the capability, within a few hours, of assembling the equipment and personnel to feed anywhere from 1,200 to 1,500 individuals. While this would be a novel use of the facilities, the Guard has experience in setting up such operations on short notice because of their involvement in feeding personnel who must fight forest fires.

So far as shelter is concerned, deteriorating weather conditions (particularly in Central Oregon) could rule out the use of tents. Several armories are available - although this would cause cancellation of public events already scheduled, and could interfere with assembly of Guard personnel summoned to deal with disorder or other kinds of emergency.

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Guard personnel engaged in any of these activities, for the most part, would have to be ordered out on "State Active Duty." This means the cost would have to be paid out of General Fund monies, including food. These costs could be substantial if the services have to be rendered over any considerable length of time. It would be appropriate in such a case to seek Emergency Board reimbursement of the Military Department. Early on in any such operation, contacts ought to be made with the Legislative Fiscal staff and the presiding officers, so Emergency Board members can be made aware of this potential item on their agenda - and hopefully, give advance authorization.

Leo, Keith, Gerry and I discussed at length means of buying transportation back home for "street people" brought into Oregon from other states. Years ago, AFS had funds available for this. Such is no longer the case. Moreover, the federal government (which puts up most of the money for AFS) actively discourages states from undertaking the "dumping" of potential clients on other states. We have been unable to identify any existing appropriation of state monies which lawfully could be used to provide this transportation - other than through allocation by the Emergency Board.

Governor

October 16, 1984

Representative Wayne Fawbush called. Had just returned from meeting in The Dalles with group asking to meet with the Governor. Original plan was to march on Salem and Fawbush has changed their minds to a half-dozen meeting in Salem quietly with Governor. Some would be residents of Antelope; Bill Hults, Wasco County Judge; one resident from Wheeler and Margaret Scranton. I advised had already received call from Scranton and told her we would try to work something out on quiet confidential basis.

Colonel Riley called to check status of foundation funds. Ned Look was still out of town. Riley advised that Look had informed him that foundation had no immediate dollars, but as the need develops and worsens, dollars would probably be made available. So far Riley reports 124 have been ticketed hom by the Salvation Army at the cost of \$12,500. Donations to date have been private citizens \$3,000; \$5,000 from their trust in Los Angeles. Before sending street people home Salvation Army asks a series of questions to establish that they are actually from the ranch. Then a statement is signed identifying their destination.

Seven street people were dropped at about 12:15 a.m. last night at Harbor Light Center. Transportation had been provided by a Rajneesh bus. Salvation Army is also checking with United Way for additional emergency funds. Riley wanted the Governor to be assured that his actions are only an attempt to defuse a volitile situation. They feel it is better to move people out than allow them to build up.

Mayor ^{Transter} called indicating San Francisco was receiving street people transported there from Portland and did not feel this was fair. In checking it was clarified these were street people returning to their original location.

Salvation Army provides all street people with a bus ticket through Trailways plus \$5 for thier pocket plus sandwiches.

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Bob Oliver and I met with K.D. and Jayannanda. We reviewed the issues once more.

1. Immigration. The Governor will remain neutral. No statements can be made by the Governor to federal authorities of any kind. Governor will not involve himself in any way on this issue. This had to be reiterated several times with the final statement neutral is neutral is neutral.

2. Church state. Advised K.D. and Jay that the Attorney General had agreed their attorneys would meet with Rajneesh attoreneys to again clarify ground rules. Would anticipate when meeting occurs K.D. will push further than original agreement.

October 16 (cont.)

3. Land use. Reviewed again the no city equals no need for land use plan idea. K.D. and Jay continue to throw around the defacto city, plus unresolved Goal 14 issue which requires a cooperative agreement with Wasco County. Pointed out that if LCDC were to review plan and acknowledge without the agreement, it would provoke more litigation.

4. Fifteen miles of paving. Reviewed the fact this is an unrealistic request. Fifteen miles of paving would be very costly to Wasco County and would run \$50-80,000 per mile.

5. Voting. Requested that K.D. and Jay not overload the voting system and encourage the people at Rajneesh to go through the established process. Again reviewed that the street people situation has absolutely no bearing on any one of the above issues.

October 17

Marla Rae, AG's office, called to let us know U.S. civil rights agency had found no indication of violation in Norma Paulus' elections process. Criminal Division of U. S. Attorney's Office will monitor from this point forward.

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Riley notified us through State Police that Portland had just received two persons from Rajneesh for a total of 47 street people all without tickets.

John Mathis met with Bob Oliver and me to discuss their proposal for a rumor control center. Mathis emphasized his agency has deviated 180 degrees from their normal mode of operation with out of respect to the Governor. They still feel the rumor control center is essential. He asked we try to influence the Governor to proceed with the center.

Marla Rae received letter from Isham requesting state funds be made available to assist street people. Encourage AG office to respond consistent with Governor's statement that the responsibility rests squarely with the Rajneesh.

Commissioner Caroline Miller from Portland called to request informational meeting with the Governor to include Don Clark from Burnside Consortium and Jean deMasters who is active in Burnside community.

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October 18

Met with K.D., Jayannanda, Ed Sullivan and Bob Oliver regarding the land use issue. They continued to push for acknowledgment plan for city of Rajneeshpuram. LCDC staff has advised the Rajneesh that the plan is acceptable except for the cooperation agreement with Wasco County. Ed Sullivan emphasized there is no legal reason to not finish the plan. K.D. emphasized the powers of the city have not been taken away, only a temporary injunction exists. Points they emphasize for review are consistency, status of city and rule formation. Ed Sullivan left a paper covering all points to be reviewed by state officials.

Met with K.D., Jay, Bob Muir, AG's office, Bob Oliver, Marla Rae Bill Gary, Skip Durham representing Ma Prem Sangut, attorney for Rajneesh. Purpose was to discuss church state issue. Sangut asked what changes are needed re establishment clause. Durham asked for AG impression of what facts must change. Gary advised it was not the state's position to tell a church how not to be a city. The problem is black and white and centers on control. For example, church controls the city and the governing of the city. Two issues at stake are land ownership and residences controlled by the church. Gary indicated the only real solution would be actual and real control. I left this meeting early to attend a function in Woodburn. It is my understanding the meeting took on no different flavor and continued for another half hour. All parties agreed to meet again.

October 19

Riley called to advise of another bus arriving in Portland and with reports of possible buses from Rajneeshpuram headed for Eugene and Medford. None of the above were ever confirmed.

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- 9:00 p.m. - Trooper Bernie reports large exodus of street people to Madras and The Dalles.
- 9:05 Unable to reach Col. Pankratz
- 9:10 Report to Supt. Williams
- 9:15 Report to Bob Oliver -- Reported 39 streetpeople in Madras with tickets - 140 scattered in The Dalles -- no tickets (40 sheltered, searching for other 100) Attempted to reach K.D. in Portland. Enroute to ranch. ETA 10:30 - 11:00.
- 9:20 Notified Governor.
- 9:25 Rep. Fawbush called (70 of 140 at armory - capacity 150) Civic auditorium has capacity for 100 more. Fawbush says Salvation Army Lt. Trueblood requesting help for disposition Sunday.
- 9:30 Contact with Lt. Trueblood - Oliver patched in. Trueblood reports 52 sheltered -- city police trying to locate others. Reported busses near Celilo - eight miles east of The Dalles.
- 9:32 Gary Kopperud called (Salvation Army Hdqt's 296-6417): Call back.
- 9:34 Gary Kopperud contacted back home #298-4770. Gerry names Kopperud & Trueblood official contacts. Kopperud reports empty bus in Celilo area -- could not locate it. Street people afraid of reprisal in The Dalles. People report street people being dropped along highway.
- 9:45 Briefed Miles
- 9:55 Briefed Bill Gary: Patched with Miles.
- 10:05 3 vans (capacity 15 each) near Shaniko. Patrol will stop to determine destination. State Police unable to contact or locate authorities on ranch. (Supt. Williams)
- 10:12 Kopperud calls. Big change in situation in The Dalles. Confirmed by city police chief LaBrosse. 3 to 6 vans circling city dropping people off -- displaying automatic weapons. Salvation army food line operational - 296-6417.
- 10:18 Oliver reports National Guard preparing to open armory in The Dalles, if necessary.
- 10:22 Reported latest facts to Williams.
- 10:27 Miles given details of current situation.
- 10:29 Frohnmayer called. Gerry advised him to contact Williams or Pankratz re: legal ramifications and interview questions needed.

- 10:33 Contacted Bob O. Instructed to contact D.A. Bernie Smith and D.A. Sullivan in Madras. Get Maudlin or Bebout to alert bus fleet re: transportation. Oliver put Lynn Hardy on alert for emergency transportation. Mic. also alerted.
- 10:42 Gerry Thompson attempts to reach K.D. at ranch. Left word for him to call immediately upon arrival.
- 10:48 Alerted Sen. Jernstedt
- 10:55 Bill Gary called re: "Any contact with K.D.?"
- 11:00 Bob notified Pat Amedeo -- will work with bus lines.
- 11:05 Williams reports 80 streetpeople at Armory in The Dalles. State Police report "Maybe 5 more buses leaving for The Dalles, Portland and Salem. Not yet interviewed anyone on vans.
- 11:07 Reported above to Miles.
- 11:08 Called Bob Oliver. Gave him Supt. Williams 11:05 report.
- 11:10 Called Bill Gary -- gave same report.
- 11:13 Called for K.D. - 11:15 contact - patched in Bob O. "What's going on?" "State is disappointed." "What's going on?" K.D., "Don't know anything, just arrived at ranch, will check in and call back."
- 11:44 K.D. called -- patched in Bob O. K.D. confirmed 60 to 80 dumped in The Dalles. Dumped at various sites to prevent problems for The Dalles. Told K.D. that was baloney -- we just have to go out and gather the homeless up. Very terse conversation re: breach of faith, anger, betrayal. K.D. played "dumb" and didn't understand what was different. Asked K.D. if there was anything else we should know. He would check.
- 12:00 a.m. 10/21/84 - Gary Kopperud called -- patched in Pankratz. Kopperud asking for status of 3 vans and whether or not to expect more. Advise Kopperud to work with Lt. Thies on site and I would call with any new information, if received.
- 12:15 Gary Kopperud called -- wanted help getting Verne Duncan to release The Dalles Jr. High School gymnasium for overflow, if needed. Suggest rely on Nat'l Guard armory to avoid conflict with students. Okay.

10/21/84

- 6:30 a.m. Kopperud called to report \$1,000 in donations (10 tickets) OSP interviewing. Getting clothing. Total 61 -- 40 in; remainder on streets.

- 8:55 Wayne Fawbush called -- pressure for money. Gov keep promise. Told Fawbush focus on Salvation Army -- keep cool.
- 8:57 Bill Hoxley - calling from Lincoln County -- checking status of funds, etc.
- 9:00 Governor notified. Discussed appeal for buses with promise to pay and arrange flight for Governor to The Dalles.
- 9:05 Called Bob Oliver -- Board of Aeronautics plane on standby. Still checking for preferred military flight.
- 9:07 Called Pat Amedeo. Can't locate Maudlin. Advised to rush bus contact. Try Bebout or Joe Sands.
- 9:09 John Williams reported. 63 in The Dalles. 50 still there; 13 "hit the road". 57 to Madras -- all ticketed to original homes. Expect more today -- unknown how many. One real good interview. Retired engineer. Went to ranch out of curiosity. Still at The Dalles. Reported only 600 streetpeople willing to vote. Sheela planned to fly in 1000 followers from worldwide -- fell through. Ranch armory electronically protected. Arms and ammo on ranch for protection of Bwagwhan. Sheela's new rule: "Do you believe in God, if so, get out." Expect more Sunday dumping.
- 9:14 Unable to contact Bill Hoxley for update.
- 9:15 Lt. Trueblood reports 63 last night. Last group arrived 4:00 a.m. 51 at breakfast; most said do not want to "hit the road." Estimate \$5,000 needed; \$1,000 pledged. Processing all for potential destination. Portland prefers not sent there. \$5,000 from churches. Churches appealing to congregations.
- 9:20 Governor notified.
1. Buses
2. Fly Governor to The Dalles
3. Board of Aeronautics plane standby.
- 9:42 Bob Oliver reports Queen Air available thru Military. Col. Lockwood willing to go along. Question weather.
- 9:51 Called Pat Amedeo for update. Still working on contacts for buses.
- 9:52 Called Governor and Denny Miles. Discussion re: visit to The Dalles and impact.
- 10:00 Called Pat Amedeo. Advised her to no longer wait on PUC. Call local Greyhound and ask for someone of authority.
- 10:01 K.D. called; patched in Bob Oliver. Discussed with him betrayal and breach of faith. K.D. reported he woke Sheela up and told her. Understands our side. But their side - State of Oregon (State Police 800, etc.) Looking into background of Rajneesh. Direct source: Norma Paulus. Whole state of Oregon trying to take away Rajneeshee's homes.

10:01 K.D.'s call cont.

Scattering in The Dalles vs large group was to prevent problems for the Dalles. K.D. willing to go to Sheela -- but not politically. Need our clear concerns. K.D. said they do see our concerns re communication problems, but for 3 years Governor acted in bad faith. Now looking at denials in hearings for vote. Peaceful co-existence is not helped by last night's impingement on others. Hostility of community intensely aggravated by Rajneesh actions last night. K.D. wanted to know what to do? Answer: Assume responsibility of streetpeople. (K.D. doesn't understand.) Reiterated Governor had said we needed "good faith actions". I terminated the discussion on basis -- street people not bargaining material.

10:32 Pat Amedeo reported got hold of Bebout. Ray Olmsby -- heads up Trailways.

10:41 Called Amedeo. Need both carriers -- Olmsby in Bend. Tracking down Greyhound.

10:44 Kopperud reported. 56 for busing thru Greyhound - Now have tickets -- all paid for thru community contributions.

10:45 Advised Pat of change.

10:50 Called Kopperud for destinations.

1 Memphis	3 New Orleans
6 L.A.	2 Philadelphia
4 Jacksonville	2 Indianapolis
3 Miami	1 Salt Lake
3 Ft. Lauderdale	1 St. Louis
2 Denver	2 Baltimore
4 San Antonio/Ft. Worth	1 Salem, Mass.
3 Chicago	1 San Francisco
2 N.Y.	2 San Jose
1 Nashville	1 Des Moines

Have vouchers ready to go.

10:53 Called Bill Bebout -- 287-2215 for status of Greyhound bus; Trailways.

10:54 Called Governor and briefed. Conclusion: not go to The Dalles.

11:25 Bill Bebout called. Greyhound with 43 passengers. Bus out at 12:30 eastbound; 1:20 westbound. All can be out at 7:40 p.m. Checking for available driver. Pac Trailways and Trailways, Inc. for future. No problem.

11:31 Advised Kopperud & Trueblood of bus schedules.

- 11:54 Bebout advised 12:30 Greyhound will accomodate most passengers east. West bound at 1:20. Need to know how many left by 5:00 p.m. for 7:40 bus. Rather hold at The Dalles than send to Portland. Pacific Trailway at 4:00 p.m. southbound.
- 12:01 Advised Kopperud of above.
- 12:40 Briefed Bill Gary.
- 12:44 Unable to reach Norma Paulus
- 12:45 Briefed Greg McMurdo.
- 1:16 Briefed Sen. Jernstadt
- 1:20 Unable to reach Fawbush.
- 1:46 Kopperud reported. Loaded 2 buses. Remainder for 7:30 eastbound bus -- 16.
- 2:05 John Mathis called. K.D. had reported communications broken down. Mathis needs a 3rd party. Advised him Rajneesh created intolerable situation last night. Mathis says K.D. still wants to talk. Mathis believes Sheela will not change posture until she sees movement on state's part. Mathis advised K.D. that Humanitarian plan has to go. I told Mathis he has it wrong. Rajneeshes have to maintain responsibility for street people coming and going. Mathis has meeting with Frohnmayer on Wednesday. Sheela will not lift pressure; will bring more on. CRS has to get involved with state, Wasco County, Rajneesh. Advised Mathis to do nothing until he has heard from Governor. Mathis says looking at "armed conflict." Dealing with a foreign mentality. CRS has good insight into what they are thinking. More dimensions will be introduced. Asked that we keep communications open please. Election is a facade. Really want Baghwan, land use, church/state. K.D. has no voice in humanitarian trust. Have to have Sheela involved.
- 2:36 Briefed Governor
- 2:40 Briefed Oliver

Event between 4:00 p.m. and 9:00 p.m. No log kept.

Williams called to report.

1. 18 street people taken to Madras with tickets.
20 street people taken to Portland without tickets.
2. K.D. called Capt. Nolan to advise they will communicate any movement of street people.

Kopperud reports all street people moved out of The Dalles without incident. Operation closed. Situation stable.

Kopperud called to report Rajneesh bus sighted. OSP confirms -- but is empty. Assured Kopperud if any activity toward The Dalles, we will inform.

Called Bob Lamm to advise: Instruct Bob Mathis to not set up any committees until meeting with Governor. Take no overt actions until meeting ~~w~~ith Governor. Report nothing from Governor's office to ranch. Try to set meeting with Governor on Tuesday or Wednesday.

Bob Oliver called to report a call from Jayanda. Jay concerned. Wants communication to continue. Asked how to convince Gerry and Governor to continue. Denied any prior knowledge of dumping. Dumping now under serious reconsideration at the ranch.

9:30 Arrived back at home. Checked in with OSP. K.D. trying to reach me. I made no attempt to call back.

10:28 K.D. calls. Pleads ~~for~~ reopening communication. Wants to come to Salem tomorrow. Advised K.D. not to come to Salem. We are rethinking situation. Governor angry, I am angry, Bob feels betrayed. Told K.D. not sure what our action will be. K.D. asked for status of issues. Firmly told K.D. no action -- been too busy dealing with their mess in The Dalles. They created delay by not being responsible. Their actions may have caused too much damage to the process for the Gov, The Dalles, and others. Advised K.D. not to bother us Monday; don't call unless he has something to report. K.D. feels I am still angry and wants "to talk it out." Advises me of Jay's call to Oliver. Told K.D. I am not in the mood to talk.

12:24 a.m. K.D. calls to inform me he will take full responsibility of reporting all activities to us honestly. Ask him what role Sheela will play and who will be in control. He is "trying hard" to convince Sheela to reconsider street people program. Sheela is fighting to protect "all of her family." Told K.D. I need my sleep; don't bother me with "mind games." I will talk with him later. K.D. makes another plea to come to Salem Monday "to sit & talk in a quiet corner so I can talk out my anger."



STATE OF OREGON

cc: Bob Oliver,
John Williams
INTEROFFICE MEMO

TO: Governor

DATE: October 29, 1984

FROM: Gerry 

SUBJECT: Rajneesh Update

Monday, October 22, 1984

- 10:50 a.m. KD calls office. I don't accept call. Call transferred to Oliver.
- 11:04 a.m. Bill Gary reports Judge Leavy has ruled in favor of the state on all counts in election fraud case.
- 11:07 a.m. Oliver reports KD's call was to pass on a threat received plus plead again for communication.
- 12:24 p.m. KD called to report Doctor in Madras accosted by several people. Car smashed. Local law intervened.

850 people coming from Tennessee -- anti Rajneesh.

2 or 3 calls in last 1/2 hour relative to election hearings process. Threatening people who would go to The Dalles. Work out an arrangement for hearings in Rajneesh Ranch. Their attorney will call Secretary of State's office.

Pleas again for communications. Said everything at a critical stage. He feels he has now been given the power to help settle things and hopes feelings & attitudes won't get in the way. Would really like to talk. I told him not now; let some time pass, then we will see.

- 12:55 p.m. Mathis called. Bob Lamm had relayed my message of Sunday -- no communication, etc. Asked me if I had ever read congressional mandate. Says Lamm has changed whole procedure out of respect for Governor. Race relations in U.S. are very poor. Ku Klux Klan on the move in Idaho, Oregon. Not supporting state or Rajneesh, just want to resolve. Minorities will be victims if anything happens. Mathis is neutral. KD & Sheela refused to meet with State -- Mathis says he personally convinced them to meet.

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October 29, 1984
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Monday, October 22, cont.

12:55 p.m. Mathis (cont.)

Jay & KD called Mathis this morning. Federal court will be asked to provide protection if necessary.

Brought up rumor control.

2:30 p.m. Bob Lamm called from Boston. Is in Boston at the Sheraton at Prudential Center today & tomorrow.

3:00 p.m. Phil Stolberg -- Salvation Army, Portland. Just at Trailways Depot -- were told by manager that Trailways will be of

Meeting with Frohnmayer & Gary regarding Rajneesh land use issues. To take any action would mean that the commission would have to deviate from past practices and any resulting action would probably not survive the "consistency" rule for agencies. It would also be extremely difficult for LCDC to reverse their previous decisions after they have been upheld by LUBA & the Court of Appeals and could damage the case as it now stands before the Supreme Court.

The question of a "de facto city" does not hold water so far. LUBA & the Court of Appeals all say the order was defective.

The question surrounding Wasco County's plan acknowledgement including Goal 14 is not valid. The county is in compliance.

Tuesday, October 23, 1984

Jim Coppedge of Madras reports they have received a total of 91 street people. They have housed 83 overnight & supplied 41 bus tickets. "Things are operating smoothly." So far \$2,300 have been contributed and they have about \$2,700 in expenses.

Col. Riley, Salvation Army, Portland, reports a total of 355 street people handled by them including The Dalles. Donations so far \$26,191 with \$40,000 in expenses (includes \$30,000 for bus tickets.) Riley reports a whole new class coming out. Calls them "space cadets" because they appear to be drugged.

Wednesday, October 24, 1984

Gene Maudlin reports that PUC has a case against Rajneesh for illegal hauling. Should he hold until after election? Advised him yes, if he can do so legally.

Advised Don Clark of Fiskum's appointment. Very pleased.

Bill Gary briefing on AG's meeting with John Mathis -- which was not too different from expectations. Mathis was candid - admitted he was too close to the situation and is now trying to get out of it. Mathis goal is to build trust between state and Rajneesh. Reported tensions are high. Rajneesh want to "live in peace within their own city." If agreement can be reached, they are prepared to discontinue the "Share-a-Home" and get the street people out of here. AG told Mathis, "No trade."

Rajneesh are fighting for survival which means they need a city with political and economic power. Sheela has a split within the commune. KD and Jay think they can negotiate -- Sheela wants no negotiation and threatens to bring in another 10,000 to 15,000.

They have suggested a reservation be established for them. No one -- not federal or state -- has authority to establish a religious reservation.

Mathis reports CRS has deviated from usual practices and are now re-examining their involvement.

We can expect Rajneesh demonstrations in The Dalles leading up to election day. Sheela is up tight. Street people are causing a threat to her power base and she is in danger of losing control. AG was urged to visit the ranch. Sheela needs recognition as a leader.

Mathis asked AG to help persuade Governor to accept Mathis' rumor control proposal.

Governor's meeting with Mathis.

Governor expressed his concerns about forming a task force, i.e. another layer, unacceptable proposed names.

Also, again discussed rumor control center.

Bill Hocksley of The Dalles called to report rumors.

Laura Bentley and Jean Oprey meet with Governor. Concerns centered on harrassment and on-going building at the ranch.

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Thursday, October 25, 1984

KD reports a military F-4 jet buzzing the Bhagwan during daily ride. (Later was discovered to be a jet from the Idaho Air National Guard.)

KD having problems with Oregon State Police. Lt. Renfro visited ranch and spoke to their peace force. The next day, Renfro flew over the ranch during drive time. Acted like they were going to land then changed their mind. Rajneesh tried to communicate with them by radio, but were unable to get a response. (Later discovered that OSP was on wrong channel; OSP apologized.)

Mathis has told KD the state is doing nothing now. KD says situation can't wait for long time; is too tense because of many threats being received at ranch.

Friday, October 26, 1984

Oliver & Thompson meet with Pankratz to review The Dalles assessment. Also discussed some rumors Governor had picked up in field.

Oprey harrassment -- last incident was peace force entering Oprey backyard without permission. Oprey reported to OSP. OSP advised Oprey to stay in house. Rajneesh called OSP & reported they had heard gun shots (Oprey had not.) Speculation is that Rajneesh were monitoring the OSP radio.

Rajneesh Police Car Circling - Rajneesh has one peace force car, but there is no evidence of any out-of-the-ordinary activities. The car is almost always on the Antelope city streets. The arrest of Oprey was mishandled; but legal. Rajneesh say Opreys invited them in; Oprey says they barged in.

Searches -- people are searched upon consent when entering private property. No one has been searched outside of Rajneesh property.

Many months ago vehicles were stopped on the county road to allow the Bhagwan to pass. On advice of OSP, this has been stopped. No further complaints have been received.

KD called. Long talk. Wanted to know if I still trusted him? Yes, with reservation because of last weekend. He is sorry.

KD wanted to know if state through with them. I advised pretty nearly; "we are in a long, dark tunnel that has gotten darker

Friday, Oct. 26, cont.

KD - cont.

since last weekend. There is only a tiny, tiny bit of light at end" -- but, it is obvious to us Sheela is not interested in peaceful coexistence. Her actions speak more loudly than KD's or Jay's words. KD advises they are trying to make Sheela understand. KD wants to know where we go from here. Told him up to them now.

KD very worried about all threats they are receiving. Told him to keep reporting to OSP.

Called Pankratz about threats. How valid? Pankratz says, "no substance."

Bomb threat twice. OSP investigated twice. One was hate mail sprinkled with baking powder; another was a package of beads.

Number of threats is not extraordinary for a group of this nature.

Rumor control calls have dropped off dramatically.

Estimate that 1,102 street people have left (maybe as high as 1,500).

Lt. Trueblood called to tell of bus headed to Portland but came through The Dalles. Bus dropped off newspapers, remained in area, then headed on to Portland. Concerned that no one was informed by OSP.

Kopperud called with same information. Worried about potential drops in Dufur & Maupin. Told Kopperud to be sure contingency plan coordinated with OSP.

Dave Fiskum ("Swami") reported he had been in Portland all day. Good meeting with Col. Riley and staff. Dave has been assigned OSP pager #20 and radio call #9598.

Everything is fine with Salvation Army. Good support -- contributions are averaging \$500 to \$1,000 per day.

Saturday, October 27, 1984

Message that KD was trying to reach me. I did not return call.

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Sunday, October 28, 1984

KD called to advise that Sheela was beginning to understand the need to demonstrate their willingness for peaceful coexistence. They are re-examining their "share-a-home" program and their interest in the elections. Then asked when we can meet again. Told him when we had something to meet about.

GT:ds

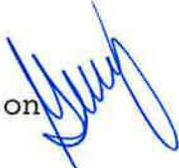


STATE OF OREGON

INTEROFFICE MEMO

TO: Governor

DATE: November 1, 1984

FROM: Gerry Thompson 

SUBJECT: Rajneesh Update

October 26, 1984

Kopperud is worried about tavern across from the armory. High potential for problems during Paulus' hearings. Also, in process of developing contingency plans if any "drops" occur in Dufer or Maupin.

Fiskum reported from Portland. He is on Pager 20; radio 9598. Has had good meetins with Salvation Army Stoops and Trailways.

As of today, Salvation Army has supplied 441 bus tickets. Average donations \$500 to \$1,000 per day.

October 29, 1984

Mathis called to relay attached information.

Mathis calls a second time. Wanted to know if we had heard Sheela's press conference. Answered no. Mathis briefed me and emphasized Sheela's line about "a joke." Also informed me that Rajneesh demonstration at Norma Paulus' office were not Rajneeshees from the ranch or Portland. K.D. and Sheela were unaware.

October 30, 1984

Mathis called. Wanted to know our reaction to Sheela's press conference and informed us of K.D.'s press conference to be held this evening.

When asked why Sheela's action, Mathis thinks it is because they are convinced now that their approach has been wrong and the state has gone as far as it will go.

Asked Mathis what next. Says Rajneesh are waiting to see what Governor's reaction is.

Mathis also has been told by Sheela and K.D. that very few homeless will be leaving the ranch and their share-a-home project will be phased out. I emphasized to Mathis again the need to get "tickets home" paid by Rajneeshpuram.

Rajneesh Update

October 30, 1984 (cont.)

Asked Mathis what Sheela's expectations are. The same: resolve the land use issue and the church/state issue. They still feel they "have been the exception."

CRS is developing a public relations program for the Rajneeshees.

October 31, 1984

Heard that Ryles, Katz and Mason would be asking the Emergency Board for \$10,000 to go to Stoops. Tried to discourage Ryles with a logical argument.

Ryles calls back. Ryles, Katz and Mason will meet with Fiskum 7 a.m. Friday to discuss alternatives.

Fiskum reports Caroline Miller happy with his appointment. Still wants a Governor's think tank.

Don Clark is opposed to Ryles' idea. Fiskum has set meeting for Gerry and Ned Look. Fiskum and Barb Carey exploring ideas for benefit drive to offset Salvation Army's costs.

10/29

John Mathis just called. 206-442-4465

Sheela will hold a press conference today at 12 noon. Press conference will be conciliatory in nature. Major points will include:

1. Rajneesh has no interest in election process.
2. Sheela will verbally support the Governor, the courts, and the people. *Why - to bring about peaceful co-existence*
State will not step back
3. She will outline what has happened regarding the humanitarian program. They anticipate very few people will now be leaving. In other words, the dumping is just about over. *Signed agreements - will pay way back.*

Tomorrow K.D. will conduct a press conference where it will be made public they will not run any candidates for Wasco County office.

11/1 2:50

Call from Major Pankratz. No Rajneeshees that they could identify as such showed up for hearings. Most of the hearings officers have left; skeleton crew remained behind; some non-Rajneeshees are scheduled for hearings this evening between 7 and 9 p.m. The skeleton crew will take any stragglers that might come in. Have aircraft in air and if there is any movement of Rajneeshees, they will have two hours notice.

Another count today out of Ma Sunshine. Things have pretty well settled down and they are sure their count is 2,500 street people, 6,500 total population at Rajneeshpuram. This is consistent with what was reported in the OSP log on the 26th of November.

Stoops is going to have a meeting in Madras tonight. Information is that the Guardian Angels will attend. Officers will be in audience to see what is going on.

betty

Rajneesh Update

October 31

4:20 pm Per Col Pankratz, 20 being transported to Portland.
Left the ranch at 1:00 p.m. Number of tickets unknown,
but very few.

Nov. 1 John Mathis called. Rajneeshees concerned about
Guardian Angels. Apparently will demonstrate at
Rajneesh Hotel, Portland.

Coppedge, Madras, called to report on scheduled meeting
in Madras this evening. Both Stoops and Sliwa will be
present. Reminded Coppedge of need to keep money in
own community.

Nov. 2 Per Col. Pankratz, bus of 18 headed for Portland, most
without tickets.

3 OSP cars are monitoring site where Guardian Angels
are camped near the ranch.

Pankratz advises of Guardian Angels plan to demonstrate
Dunday, "Funeral procession" at Capitol and Gov's office.
Will start from Baloney Joe's, Portland.

Demonstration in sympathy with "mistreated street people."
Predict 40 people and 12 cars. OSP will monitor and have
extra personnel at Governor's house.

Governor advised.

Nov. 2 Fiskum update on meeting with Ryles, Katz, Mason, etc.
No question that Ryles is pushing for E-board action.
Mason concerned Governor had not asked for legal
injunction. Group explored disbursing dollars to Portland
community, then bill Rajneeshees. Group feels state
should develop policy for homeless. Stoops pleaded for
dollars to be given him directly. Don Clark is opposed
to approach. Another meeting to be scheduled. Discussion
about Nov or Jan E-Board action. Group prefers Nov. Ryles
asks Executive branch to handle. She is informed Nov.
request would violate E-Board rules. Clark privately
tells Fiskum he doesn't trust Stoops and Stoops is
getting more money from the county than ever before.
Clark does fault the state for not having a "homeless
policy." Ryles announces she will "scream for something."

Nov. 2 (cont.)

KD calls to discuss Guardian Angels.

Per Pankratz, KD reports bus headed to Portland; many without tickets.

Pankratz reports package of obscene material sent to Sue Proffit.

Pankratz reports on Madras meeting. 30-35 in attendance including 5 Rajneeshees. Sliwa gave inflammatory talk re: mistreatment, involvement, etc. Stoops low key but did ask for support of "social service programs."

Pankratz reports 22 street people taken to Madras, 20 with tickets.

Nov. 3 Ask Pankratz and Oliver to research what will constitute arrests at Governor's house.

KD calls. Upset at City Police, Portland, handling of demonstration at Rajneesh hotel. Ma Prem Arup, manager, had in advance consulted with Officer Brown. Instructions were to ask Guardian Angels to leave and advise if not, could be arrested for trespassing. Both knew Guardian Angels would arrive at 1:00 pm. Upon arrival, Arup called PD. Took 45 minutes to respond; then just stood around. Lot of pushing and shoving by Guardian Angels; Arup injured by door being shoved against her. City PD refused to take complaint of assault; later accepted. KD wants state police involvement.

Reported to Pankratz.

Pankratz reports 7 Guardian Angels arrested for second degree misdemeanor, including Sliwa.

Pankratz and Thompson meeting with Sliwa cancelled because of arrest. Pankratz contacts second in command, McKim, and tries to talk some sense.

Pankratz reports van of 10 or 11 headed to Madras -- all ticketed but 2.

Pankratz reports Guardian Angels camped at east end of Antelope on Cow Creek Road. Guardian Angels plan to stop vehicles, etc. Have been warned if break laws will be arrested.

Pankratz notes KD has been very cooperative. Pankratz advises PtlD PD did handle Guardian Angel demonstration very poorly.

Nov. 4 Pankratz reports re: Guardian Angel demonstration at Governor's house. City jurisdiction on street and sidewalk. Can be arrested if blocking access or creating disturbance. If they gain access over the fence, OSP will arrest.

OSP will block alley and have troopers in yard. Governor advised.

Advised Governor Guardian Angels are leaving Portland and at 11:50 at Tualatin. Should arrive in Salem 12:30 to 12:45.

Advise Governor I will be in car and communicate from car phone.

Gave Governor progress report periodically, from capitol; enroute from capitol to house and at house.

Pankratz advises 19 street people headed to Portland; 4 with tickets, 15 without tickets. Governor advised.

Nov. 5 Pankratz advises yesterday's report turned out to be 39 instead of 19. Also reports from street people interviewed last night indicate possibility of massive dump of 2,000.

I call KD. Confront with rumor and discrepancy. Vehemently denies both.

Kopperud calls from The Dalles to report on interview with St. James.

Notes: Is a sannysin. Why here?

1. file lawsuit ACLU
destroyed his mail to Proffit and Paulus
2. to vote
3. Wage war on Rajneeshees; get land back for Indians.
4. See media

Undercover sent by Sheela
Infiltrate Guardian Angels
Determine strang nas & \$'s.

"bunch of Nazis, Klu Klux Klan"

Message to Governor 3,733 as of yesterday
Thorazine -- Throthaxine (?)
9 M-60 tanks -- arrived disassembled. Assembled and buried.
"Stinger" thru Aramaco.
Sam missiles from Viet Nam
Trucks coming in camouflaged with washable paint carry ammo and guns.
Commander in Chief of 3rd World Army

Nov. 5 (cont.)

Austria, Germany and U.S.

Impression: Why reporting these things? Less than credible

Bill Bebout calls to report Greyhound has filed special rate with ICC. Effective noon Nov 7 thru Nov 14, \$99 from Portland & Eugene to anywhere in USA. Rate is only for those who have vouchers from State of Oregon or charitable organization.

Effective Nov 15 both Trailways and Greyhound will go to \$129 special rate. Increase cannot be avoided.

Larry Rulien, ODOT, still looking at dynamite information. "A lot of stuff." ODOT usually only stores 4 or 5 tons at a time.

Mathis calls. He heard from KD who is concerned I don't believe him. KD and Sheela want to meet again. I gave Mathis a pitch about responsibility for street people.

Sheela & KD will attend Supreme Court hearings tomorrow re: land use issue.

OSP finished interrogation of St. James. Find no record. May not have given real identity. Previously had been in touch with OSP. Not reliable -- "a real crazy." Wants media attention.

Still waiting for confirmation from ODOT on dynamite issue. They will give us all info they can by end of day.

Nov. 6 Pankratz reports 8 street people left ranch at 12:30. Enroute to Portland; two with bus tickets.

Called Nancy Ryles as follow up to Governor's call regarding potential E-Board request.

Clark has told Stoops he will stay neutral on issue. Ryles has advised Stoops Governor will not approve idea because it is the Rajneeshees problem and statewide; not just Portland.

Stoops not happy; wants to find another way. Stoops is looking for \$10,000 for his operation. Wants Governor to assist raising money from private sector. Stoops and Ryles will make appeal to Ned Look.

Ryles has talked to Katz. Katz agrees no request to November E-Board; too soon, etc. Katz will advise Mason not to proceed.

Nov. 7

Larry Rulien, ODOT, reports top mix #1 is an ammonium nitrate typically used at rock crushing operations. Used for blasting at quarries, road building, etc.

Nov. 8 Mathis calls. Will be on vacation at home for one week. Feel free to call if needed. Says Sheela and KD feel tensions are lessening; Sheela is taking everything in stride.



STATE OF OREGON

INTEROFFICE MEMO

TO: Governor

FROM: Gerry Thompson 

SUBJECT: Meeting with Rajneesh

DATE: December 11, 1984

In attendance were K.D., Jay Annanda, John Mathis, Bob Oliver and myself.

Mathis layed out an agenda as follows.

1. Discussion of state concerns, i.e., street people and responsibility.
2. Public safety and the effects of man camp, street people population, timing of move to the man camp and a joint OSP/Rajneesh responsibility plan.
3. Land use matters.
4. Other issues in litigation.

Mathis asked that each of us make our position clear on the issues, stating what can and cannot be done. The meeting was not taped.

1. Street people and responsibility. Even after a lot of conversation, opinions as to the responsibility for the street people will never meet. The Rajneesh hang tough to their theory that they had contracts with each person recruited and brought to the ranch. The contracts supposedly clearly spelled out who would have transportation paid home and who would not. After much conversation, we were informed by K.D. and Jay that the humanities trust has made it clear they will not change their position. We requested that they tell us how many street people they have on the ranch and provide us with some projection of those who will be departing in the future. K.D. agreed by stating he "would look into it."
2. Public safety. We outlined our concerns as it relates to the man camp (city of Rajneesh/Antelope). Our concerns involve the location (cited open space), possible interaction from outside elements and the lack of joint planning with the OSP. K.D. informed us that his sister, Kavido, is fully in charge of the peace force in the city of Rajneeshpuram. She apparently has assured K.D. that the peace force will be

December 11, 1984

improved and increased and she will be separating the peace force contract from Rajneeshpuram. K.D. assured us they would coordinate a response plan with the OSP, but also told us they had lost their confidence in OSP. At this point he cited the broken communications with OSP and of course blames the breakdown to OSP, blaming the duck hunting incident the day after Thanksgiving. K.D. did tell us that they had finally met with Lamkin and Nolan and communication problem seemed to be resolved. I will not go into the full conversation because as you well know we made it known the breakdown did not come from us, but from them.

K.D. assured us that 1) there will be coordination with the OSP; 2) a joint plan will be developed, and 3) as soon as they know that people will be moved into the mancamp at Rajneesh, they will let us know.

3. Land use issues. We refreshed our memories about where we had left off on the land use issues. They continue to want to negotiate out of court, but continue to refuse to accept any advice. Because we did not want to close off discussions until essential information is received from them as promised, we assured them we would come back to them after meeting with the necessary state government officials.

4. Church/state issue. This seems to be their main focus. We reminded them that a) the Attorney General in our last meeting had made it clear there can be no negotiations on fundamental constitutional issues; b) it is not the role of the AG to give legal advice to Rajneesh; c) the Rajneesh need to prepare themselves to go as far as necessary to meet the state's objectives in order for any future talks to be fruitful, and d) the matter was simply a question of control and how that control is exercised.

We ended the meeting talking about expectations. Rajneesh expect us to recognize them for their acts of good faith. These acts of good faith are, Sheela no longer being a public spokesperson, the Rajneesh' decision to not sue over the election issue, and their humanitarian effort for the homeless. We gave them a plus for Sheela, a "wash" for the election and a minus for their humanitarian effort for the homeless. Further expectations are for us to find a way to settle and recognize Rajneesh as community, to open AG's mind into long-term change rather than immediate and for us to work out problems in a mutually beneficial way.

Governor
Rajneesh meeting
Page three

December 11, 1984

Bottom line was their request to find a way to solve their problems without going to court.

We made no commitments.

At 8 a.m. on December 7 I met with Bill Gary, Jim Ross and Bob Oliver. We went through the exercise of refreshing our memory and determining if there was anything that could be done that had not been done.

On the land use issue, the case is now under the advisement of the Supreme Court. It is difficult to negotiate anything at that point and we agreed that until the Supreme Court ruling, we really should not involve ourselves any more.

In the same conversation the term "operation mongoose" was brought up. Apparently this is a plan under way by the Rajneesh that the AG's office and LCDC have become aware of. It is a plan to consolidate the city of Rajneeshpuram with Rajneesh which may be legal. The process of research is underway.

We also agreed that as far as the church/state issue is concerned, the Rajneesh have failed to supply the requested documents and the AG's office continues to ask for the right of discovery. The issue centers on control and how that control is used. There is really nothing to negotiate because it all involves constitutional issues. I informed the group that it was your desire to bring the discussion of these two issues to a close and we would be meeting with the Rajneesh to do just that. However, we should all stand by for any impact that might occur. I assured everyone we were prepared to handle any crisis the Rajneesh might want to deal us.

Following that meeting I had a meeting with Frohnmayer, Bill Bary, Fred Heard, Gary Esgate and Dan Smith from Building Codes Division. Apparently Wasco County is asking the state to go in and "red tag" the tent dwellings. At one point it was thought the state would have jurisdiction, but was determined early today that all of the tents are within the supposed city boundary of Rajneeshpuram. Therefore, the state has no jurisdiction.

The question of the permitting of these tents is unclear. The system usually works that Rajneesh notifies Wasco County of their intention to erect a dwelling and if no response is received from the county within 48 hours, permits are issued by Rajneesh. Fawbush cannot understand why the state has not acted to stop these dwellings. Wasco County Court's preliminary injunction honored all existing permits, but disallowed any new building.

December 11, 1984

In the meantime, Building Codes Division had scheduled a trip to inspect the electrical hookups to these tents. The question was put to our state people from Wasco County, could we go in and close down the tents based on our inspection. The only jurisdiction the state has is 1) the propane gas tank that supplies the fuel to these tents. The county and Rajneesh have jurisdiction over the lines from the tank to the tent. The tank was previously inspected by our state officials, some corrections were recommended and made by Rajneesh and the tank is now determined OK. The only other jurisdiction we have is on any high voltage electric lines leading into the dwellings. Building Codes Division was on their way over Friday, December 7, to inspect those lines. However, their information is those are really only low voltage lines which then exempts them from state jurisdiction. Nevertheless, Building Codes Division will inspect those lines. Should they be found to be illegal, the state has two options. One is to cut off the supply of electricity (literally cut the lines) or immediately demand cautions. Anything the state can do will effect the existance of the dwellings.

It was apparent that the AG was not certain where the state gets involved regarding the preliminary injunction nor do we know the intent of the injunction. Apparently Wasco County has been very remiss in completing the work and there is nothing in writing. Only tapes are available. AG's office was going to go back and consult with the judge and the county to determine precisely what state involvement might be regarding the injunction.



STATE OF OREGON

INTEROFFICE MEMO

TO: Governor

DATE: December 12, 1984

FROM: Gerry Thompson 

SUBJECT: Rajneesh meeting

Bob Oliver and I met with K.D. and Jay Annanda today at 11 a.m., following the same format of issues outlined in my December 11 memo. The following occurred.

1. K.D. tells us they have approximately 1,000 (or perhaps a few less) street people still at the ranch.
2. Coordination with the OSP is much better. A joint response plan will be developed between ^{the} Rajneesh and the State Police as soon as the new major is officially on duty in the area. There still is no projected move date into the man camp at the city of Rajneesh.
3. We informed K.D. and Jay there was nothing more we could do on the land use issue. The case had been heard in the Supreme Court on the 6th or 7th of this month and it is not our policy to intervene. We encouraged them to simply await the outcome of the Supreme Court's decision.
4. We reviewed the issue of the church/state matter and informed them there is no role for the Governor's office to play. The issue is black and white in the AG's mind, but did encourage them to have their attorney meet privately with the AG's office. We had no authority by which to do this, but did indicate it is a standard operating procedure.

They agreed we probably did not have a legitimate role in the church/state issue. They had hoped that we could open up the mind of the AG's office and move him from a purely political position. We told them we could not speak for the AG's office, but doubted the action was taken for purely political motivation. We reviewed with them the responsibility of the AG to uphold the Constitution of the state of Oregon.

They belabored the land use issue and worked hard to get us to admit we simply were taking no action because we saw no need to. They alluded several times to responding to a crisis and that there would be more crises. They did not want to accept the fact that we were not willing to intervene while the case is in court.

Governor
Rajneesh Meeting
December 12, 1984
Page two

The meeting ended with a stare-down between me and K.D., and K.D. walking out without a handshake. Jay, however, hung back and thanked us for our efforts and did part on a friendly basis.

New subject:

You have read in the paper where the recent electrical inspection on the ranch resulted in the cutting of the electrical lines feeding power to the tents. We were not informed of this action in advance. We had only been informed an inspection would take place and they doubted they would find a violation.

Today Dan Smith and Fred Heard called to advise us the Attorney General will be filing in court against the Rajneesh. Although a city has the authority to enforce the code, there is a provision in the law where the state can override any local building official. The AG feels the state has the responsibility for enforcement of codes statewide. The case will go to Wasco County, asking for an injunction of the use of the tents which are determined to be illegal based on a previous court injunction in Wasco County. Apparently it will also involve a civil penalty action *at \$100 per tent in violation.*

This did come up in the conversation with K.D. He professed no knowledge of the problem, but did indicate that if they are violation, appropriate action by the state was deserved.

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ANNEX J (EMERGENCY ASSISTANCE TO LOCAL AUTHORITIES) TO OPLAN 01-84, OPERATION SERENITY

References:

- a. OPLAN 01-84, (Operation Serenity).
 - b. OPLAN 01-85, (Operation Serenity), TF Serenity.
- Time Zone Used Throughout the Plan: Uniform

1. SITUATION

The potential exists for an unknown number of street people to be evicted from Rajneeshpuram with little or no warning. This may happen in one of three ways:

- a. Trickle Down - a few individuals are released in local communities sporadically.

- b. Sustained Release - 100 to 200 persons bussed to a community and released with little money and no support.

- c. Mass Release - 200 or more persons are released in mass at multiple locations/or abandoned by the roadside. Massive dumping could happen in any of three ways.

- (1) Simultaneously in several communities.

- (2) Massive in one single community.

- (3) Dumping in no one specific community, just at random outside of Rajneeshpuram.

- d. Should eviction occur, the Army National Guard (ARNG) may be tasked to transport Displaced Persons (DP) to armories or designated shelter sites, provide shelter and food service until such time as the DPs can be processed for return to their home of record. Assistance from the American Red Cross, the Salvation Army, State and County Emergency Managers, and church groups is probable.

2. MISSION

Oregon National Guard provides emergency assistance to local authorities on order of the Governor (Declaration of Emergency) in the areas of transportation, shelter, food service and medical support.

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3. EXECUTION

a. Concept of Operation.

(1) The Oregon State Police will notify the Governor and The Adjutant General of the indiscriminate displacement of people from Rafneeshpuram. Upon declaration of an emergency, the Director, Military Support to Civil Authorities will recommend to the Adjutant General an appropriate support element based on the situation. If the emergency will exceed the capabilities of local full-time employees, an appropriate support package of TF Serenity will be ordered to State Active Duty.

(2) On order, National Guard moves to affected community to assist local authorities in one or more of the following tasks:

(a) Provide transportation of displaced persons to emergency shelter(s). See Appendix 1 For Transportation Assets.

(b) Technician and Active Guard Reserve (AGR) personnel prepare shelters to receive displaced persons. Cots, blankets, and bedding are drawn from designated sources and prepared for use. See Appendix 2 (Available Bedding).

(c) Designated mess teams move to shelters and prepare rations in accordance with guidance provided by USPFO-L. See Appendix 3 (Food Service Support).

(d) Oregon ARNG medical units assemble supplies, ambulance, etc and moves to shelter, and provides emergency first aid. Shelter capacity to average 150 people.

(e) All ARNG armories are designated emergency shelters and could house displaced personnel up to 72 hours. Final transportation of displaced persons to Home of Record will be as directed by The Governor. For armory capacity see Appendix 4 (Facility Capacity and Drill Dates).

b. Coordinating Instructions

(1) The preparedness system for this contingency is the Civil Disturbance Condition System (CIDCON) described in OPLAN 01-84.

(2) Unit drill dates and scheduled assemblies will not be changed, unless directed by The Adjutant General.

(3) Task Force Units will identify food service personnel and medical section members who could be called to State Active Duty with a minimum of conflict with their civilian employment.

(4) Law and Order will be maintained in the emergency shelters by local law enforcement agencies.

4. SERVICE SUPPORT

a. Supply

(1) Class I - in accordance with USPFO feeding plan in Appendix 3. The basic subsistence accounting procedures IAW AR 30-1 apply.

(2) Class II - no change from Annex E (Service Support) to TF Serenity, OPLAN 01-85.

(3) Class III - no change from Annex E (Service Support) to TF Serenity, OPLAN 01-85. All vehicles will carry full POL cans.

(4) Class IV - no change from Annex E (Service Support) to TF Serenity, OPLAN 01-85.

(5) Class V - N/A.

(6) Class VI - no change. Limited Class VI items for displaced persons will be available from Red Cross and local church groups.

(7) Class VII - no change from Annex E (Service Support) to TF Serenity, OPLAN 01-85.

(8) Class VIII - no change from Annex E (Service Support) to TF Serenity OPLAN 01-85.

(9) Class IX - no change from basic plan in Annex E (Service Support) TF Serenity, OPLAN 01-85. Delivery point of PLL may vary according to need.

(10) Class X - N/A

(11) Miscellaneous - Armory housekeeping supplies will be local purchased as needed, not to exceed \$250. During normal duty hours AGI will control all such purchases. After duty hours emergency purchases will not exceed \$250. All invoices will be annotated "In support of Operation Serenity".

b. Services

(1) Laundry - no change from Annex E (Service Support) to TF Serenity OPLAN 01-85.

(2) Bath - no change from Annex E (Service Support) to TF Serenity OPLAN 01-85.

(3) Maintenance - not change from Annex E (Service Support) to TF Serenity OPLAN 01-85.

c. Transportation - no change from Annex E (Service Support) to TF Serenity OPLAN 01-85

d. Medical Support, Evacuation and Hospitalization.

(1) General - Medical service to civilians will be limited to emergency medical care only. No definitive medical care will be provided, such as administering immunizations. Coordination with local authorities, ie., Red Cross, and local hospitals are recommended for treatment of civilians.

(2) Medical assistance to National Guard personnel is more extensive in order to relieve pain and undue suffering caused by injury, and includes:

(a) Protection of wounds.

(b) Immobilization of fractures.

(c) Control of bleeding.

(d) Prevention and treatment of shock.

(e) Establishment and maintenance of airway.

(f) Other treatment as necessary to preserve life until a hospital can be reached.

(3) Manning - An aid station will be established at each emergency shelter and will be manned 24 hours a day until the shelter use is terminated. Three (3) aid persons/ambulance driver are required for each aid station.

(4) Evacuation - Transport of ARNG personnel for further treatment at civilian facilities is authorized. Emergency medical evacuation by aircraft is limited to life threatening injuries and must be authorized by the Officer In Charge (OIC). Transportation of civilians must be provided by local authorities. Again, in a life threatening emergency, National Guard assets may be used.

e. Personnel - no change.

5. COMMAND AND SIGNAL
No change.

ACKNOWLEDGE

MILLER
MG

OFFICIAL:



NEWTON
COL
Dir, MSCA

APPENDIXES: 1-Transportation Assets
2-Available Bedding
3-Food Service Support
4-Facility Capacity and Drill Dates
5-Mileage Table
6-Glossary

APPENDIX 1 (TRANSPORTATION ASSETS) TO ANNEX J (EMERGENCY ASSISTANCE TO LOCAL AUTHORITIES) TO OPLAN 01-84, OPERATION SERENITY

1. Buses -	44 PAX	29 PAX
Camp Withycombe	4	Ø
Portland Air Base	1	3

 Total Passenger Capacity - 306

2. Tactical Vehicles - See Tab A (Emergency Response Assets).

TAB A (EMERGENCY RESPONSE ASSETS) TO APPENDIX 1 (TRANSPORTATION ASSETS) TO ANNEX J (EMERGENCY ASSISTANCE TO LOCAL AUTHORITIES) TO OPLAN 01-84, OPERATION SERENITY

EMERGENCY RESPONSE ASSETS
AS OF 22 AUGUST 1984

UNIT CODE	UNIT	CITY	MOTORIZED EQUIPMENT					
			Trucks 2 1/2 T CARGO	5 T CARGO	5 T DUMP	LOADER	GRADER	BULLDOZER
Hq ORARNG								
211	HQ STARC, ORARNG (-)	(Salem)						
212	Det 1 HQ STARC, ORARNG	(Clackamas)						
213	115th PA Det	(Salem)						
214	Det 3 HQ STARC, ORARNG	(Cp Rilea)						
221	549th Med Det	(Cp Rilea)						
225	442d Engr Det	(Cp Rilea)			3		1	
Troop Comd Bde								
320	Det 2 HQ STARC, ORARNG	(Portland)						
321	HHD 82d Spt Cen	(Portland)	1					
1st Bn 249th Inf								
351	HHD	(Newberg)	2					
353	Co A	(Hd River)	1					
355	Co B	(Newport)	1					
357	Co C	(St Helens)	1					
359	Co D	(Salem)	1					
361	Co E	(Corvallis)	1					
3d Sqdn 116th AC								
441	HHT (-)	(LaGrande)	7					
442	Det 1 HHT	(Baker)	1	8				
443	Trp I (-)	(Pendleton)	2					
444	Det 1 Trp I	(Milt-Free)						
446	Trp K (-)	(The Dalles)	2					
447	Det 1 Trp K	(LaGrande)		2				
448	Trp L (-)	(Bend)	2					
449	Det 1 Trp L	(Burns)						
451	Co M	(Redmond)	2					
453	How Btry	(Ontario)	3	3				
1249th Engr Bn								
521	HHC	(Salem)	4	2	2	1	3	1
522	Co A	(Coos Bay)	3	1	12	2		2
524	Co B	(Dallas)	3	1	12	2		2
525	Co C	(Albany)	3		12	2		2
526	Co D (-)	(Cp Rilea)						
527	Det 1 Co D	(Tillamook)			8			
641st MI Bn								
541	HH&S Co 641st MI Bn	(Salem)	8	1				
542	Co A 641st MI Bn	(Salem)	7					
544	Det 3 HHT 116th ACR	(Salem)						
Troop Command Bn								
560	Det 4 HQ STARC, ORARNG	(Clackamas)						
561	3670th Maint Co	(Clackamas)	15					
562	2186th Maint Co (LE) (GS)	(Clackamas)						
563	234th Army Band	(PAB)	1					
565	342nd Ord Det (TS)	(Clackamas)						

TAB A (EMERGENCY RESPONSE ASSETS) TO APPENDIX 1 (TRANSPORTATION ASSETS) TO ANNEX J
(EMERGENCY ASSISTANCE TO LOCAL AUTHORITIES) TO OPLAN 01-84, OPERATION SERENITY

MOTORIZED EQUIPMENT

UNIT CODE	UNIT	CITY	TRUCKS					BULL DOZF
			2 1/2T	5 T	DUMP	LOADER	GRADER	
	41st Inf Bde							
611	HHC	(Portland)	4					
612	419th Sig Plt	(Salem)						
613	Trp E 82d Cav	(Woodburn)	3					
614	162d Engr Co	(Lk Oswego)	3		13	2		2
617	Det 1-HHD 141st Spt Bn	(Salem)						
618	Det 2 HHD 141st Spt Bn	(Portland)						
	141st Spt Bn		25					
641	HHD (-)	(Portland)						
642	Det 3 HHD 141st Spt Bn	(Clackamas)						
643	Co A (Admin)	(Portland)						
644	Co C	(Portland)						
646	1210th Trans Co (-)	(Salem)	37	18				
647	241st Med Co	(Portland)	7					
648	41st Maint Co	(Clackamas)	12					
649	741st Ord Msl Det	(Clackamas)	1					
	2d Bn 218th FA		48	1				
661	HHB	(PAB)						
662	Btry A	(PAB)						
663	Btry B	(PAB)						
664	Btry C	(PAB)						
665	Svc Btry	(PAB)						
	1st Bn 162d Inf							
721	HHC	(F Grove)	5	1				
722	Co A	(Or City)	2					
723	Co B	(McMinn)	2					
725	Co C	(Gresham)	2					
726	Spt Co	(Hillsboro)	3					
	2d Bn 162d Inf							
731	HHC	(C. Grove)	1					
732	Co A	(Eugene)	13	1				
733	Co B	(Eugene)	1					
735	Co C	(Eugene)	1					
736	Spt Co	(Lebanon)	3					
738	Det 1 Spt Co	(Silverton)	1					
	1st Bn 186th Inf							
741	HHC	(Ashland)	7	1				
742	Co A	(Medford)	1					
743	Co B	(K. Falls)	2					
744	Co C	(Roseburg)	2					
746	Spt Co	(G. Pass)	3					
748	Det 1 1210th Trans	(Medford)	15					
	UTES-	(Cp Rilea)	11	1	7	2	1	2
	COUTES	(COTS)	3					
	TOTAL		281	41	66	11	5	11

TAB A (EMERGENCY RESPONSE ASSETS) TO APPENDIX 1 (TRANSPORTATION ASSETS) TO ANNEX J
 (EMERGENCY ASSISTANCE TO LOCAL AUTHORITIES) TO OPLAN 01-84, OPERATION SERENITY

EMERGENCY RESPONSE ASSETS
 AS OF 22 AUGUST 1984

WATER SYSTEMS

UNIT CODE	UNIT	CITY	WATER PURIFIER	1,000 GAL WATER TANK TRUCK	400 GAL WATER TANK TRAILER
Hq ORARNG					
211	HQ STARC, ORARNG (-)	(Salem)			
212	Det 1 HQ STARC, ORARNG	(Clackamas)			
213	115th PA Det	(Salem)			
214	Det 3 HQ STARC, ORARNG	(Cp Rilea)			
221	549th Med Det	(Cp Rilea)			2
225	442d Engr Det	(Cp Rilea)			
Troop Comd Bde					
320	Det 2 HQ STARC, ORARNG	(Portland)			
321	HHD 82d Spt Cen	(Portland)			
1st Bn 249th Inf					
351	HHD	(Newberg)			
353	Co A	(Hd River)			1
355	Co B	(Newport)			1
357	Co C	(St Helens)			1
359	Co D	(Salem)			
361	Co E	(Corvallis)			1
3d Sqdn 116th AC					
441	HHT (-)	(LaGrande)			1
442	Det 1 HHT	(Baker)			
443	Trp I (-)	(Pendleton)			1
444	Det 1 Trp I	(Milt-Free)			
446	Trp K (-)	(TheDalles)			1
447	Det 1 Trp K	(LaGrande)			
448	Trp L (-)	(Bend)			1
449	Det 1 Trp L	(Burns)			
451	Co M	(Redmond)			1
453	How Btry	(Ontario)			1
1249th Engr Bn					
521	HHC	(Salem)	4		
522	Co A	(Coos Bay)			1
524	Co B	(Dallas)			
525	Co C	(Albany)			1
526	Co D (-)	(Cp Rilea)			
527	Det 1 Co D	(Tillamook)			
641st MI Bn					
541	HH&S Co 641st MI Bn	(Salem)			1
542	Co A 641st MI Bn	(Salem)		1	
544	Det 3 HHT 116th ACR	(Salem)			
Troop Command Bn					
560	Det 4 HQ STARC, ORARNG	(Clackamas)			1
561	3670th Maint Co	(Clackamas)			
562	2186th Maint Co (LE) (GS)	(Clackamas)			
563	234th Army Band	(PAB)			
565	342nd Ord Det (TS)	(Clackamas)			

APPENDIX 2 (AVAILABLE BEDDING MATERIAL) TO ANNEX J (EMERGENCY ASSISTANCE TO LOCAL AUTHORITIES)
 TO OPLAN 01-84, OPERATION SERENITY

	<u>BLANKETS</u>	<u>COTS</u>	<u>MATTRESS</u>	<u>PILLOW</u>	<u>SHEETS</u>
Camp Rilea	1500	0	40	0	0
Camp Withycombe	678	290	290	309	634
41st Inf Bde	283	319	419(PADS)	0	0
Trp Comd Bde	65	243	0	0	0
PANG Base	200	610	96	0	0
Totals	2726	1462	426	309	634

Bedding will be located at Camp Withycombe and issued as needed to affected support site.

PANG - Portland Air National Guard

APPENDIX 3 (FOOD SERVICE SUPPORT) TO ANNEX J (DISASTER RELIEF)
TO OPLAN 01-84, Operation Serenity

MEAL 1 LARGE GROUPS

Lunch

Soup - Onion
2 Sandwiches (Ham and Cheese)
1 Fruit (Apple)
Coffee, Tea or Milk

Dinner

Soup - Tomato Vegetable
2 Sandwiches
1 Bologna
1 Roast Beef
1 Fruit (Banana)
Coffee, Tea or Milk

MEAL 1A

Lunch

Soup - Onion
2 Sandwiches
1 Roast Beef
1 Cheese
1 Fruit (Apple)
Coffee, Tea or Milk

Dinner

Soup - Vegetable
2 Sandwiches
1 Bologna
1 Ham
1 Fruit (Banana)
Coffee, Tea or Milk

MEAL 2 LARGE GROUPS

Lunch

Soup - Tomato Vegetable
2 Sandwiches
1 Cheese
1 Luncheon Meat
1 Fruit (Apple)
Coffee, Tea or Milk

APPENDIX 3 (FOOD SERVICE SUPPORT) TO ANNEX J (DISASTER RELIEF)
TO OPLAN 01-84, Operation Serenity

MEAL 2 LARGE GROUPS

Dinner

Soup - Chicken Noodle
2 Sandwiches
 1 Cheese
 1 Turkey Roll
1 Fruit (Banana)

MEAL 2A

Lunch

Soup - Tomato Vegetable
2 Sandwiches
 1 Luncheon Meat
 1 Ham
1 Fruit (Apple)
Coffee, Tea or Milk

Dinner

Soup - Chicken Noodle
2 Sandwiches
 1 Cheese
 1 Turkey Roll
1 Fruit (Banana)
Coffee, Tea or Milk

MEAL 3 SMALL GROUPS

Lunch

Soup - Chicken Noodle
2 Sandwiches
 1 Luncheon Meat
 1 Cheese
1 Fruit (Apple)
Coffee, Tea or Milk

Dinner

Soup - Onion
2 Sandwiches
 1 Cheese
 1 Bologna
1 Fruit (Banana)
Coffee, Tea or Milk

APPENDIX 3 (FOOD SERVICE SUPPORT) TO ANNEX J (DISASTER RELIEF)
TO OPLAN 01-84, Operation Serenity

MEAL 3A SMALL GROUPS

Lunch

Soup - Chicken Noodle
2 Sandwiches
 1 Cheese
 1 Bologna
1 Fruit (Banana)
Coffee, Tea or Milk

Dinner

Soup - Onion
2 Sandwiches
 1 Luncheon Meat
 1 Cheese
1 Fruit (Apple)
Coffee, Tea or Milk

MEAL 1 LARGE GROUPS

FIELD RATION ISSUE SLIP			ORGANIZATION				ISSUE DATE				PAGE NUMBER		NO. OF PAGES	
CONSUMPTION DATE →											TOTAL AUTHORIZED	SUPPLY ACTION	UNIT PRICE	TOTAL MONEY VALUE
NUMBER OF MEALS REQUESTED →														
ITEM	UNIT	ALLOW	B	L	D	S/O	B	L	D	S/O				
Onion	2½	PER 100		2				2						
Soup Dehydrated	CN	TOTAL												
Tomato Vegetable	2½	PER 100			2				2					
Soup Dehydrated	CN	TOTAL												
Bologna	LB	PER 100			13				13					
		TOTAL												
Bread White	LV	PER 100		9	9			9	9					
		TOTAL												
Bread Wheat	LV	PER 100		9	9			9	9					
		TOTAL												
Margarine	LB	PER 100		4	4			4	4					
		TOTAL												
Mayonnaise Ind	EA	PER 100		100	100			100	100					
		TOTAL												
Catsup Ind	EA	PER 100		100	100			100	100					
		TOTAL												
Mustard Ind	EA	PER 100		100	100			100	100					
		TOTAL												
Beef Oven Roast	LB	PER 100						27						
		TOTAL												
Cheese American	LB	PER 100		13	13			13						
		TOTAL												
Coffee	LB	PER 100		2	2			2	2					
		TOTAL												
Tea Instant	8OZ JR	PER 100		1	1			1	1					
		TOTAL												
Milk 1/2 Pt	CN	PER 100		70	70			70	70					
OR Rolled		TOTAL												
Ham Canned	LB	PER 100		20					20					
		TOTAL												
Apples Fresh		PER 100		32				32						
		TOTAL												
Bananas Fresh	LB	PER 100			32				32					
		TOTAL												
ISSUED BY			VERIFIED BY				I have received the quantities listed in "Supply Action" column above my signature.				SIGNATURE		GRAND TOTAL	

MEAL 2 LARGE GROUPS

FIELD RATION ISSUE SLIP			ORGANIZATION				ISSUE DATE				PAGE NUMBER		NO. OF PAGES	
CONSUMPTION DATE →											TOTAL AUTHORIZED	SUPPLY ACTION	UNIT PRICE	TOTAL MONEY VALUE
NUMBER OF MEALS REQUESTED →														
ITEM	UNIT	ALLOW	B	L	D	S/O	B	L	D	S/O				
Tomato Vegetable Soup Dehydrated	2½ CN	PER 100 TOTAL		2				2						
Chicken Noodle Soup Dehydrated	2½ CN	PER 100 TOTAL			2				2					
Cheese American	LB	PER 100 TOTAL		13	13				13					
Bread White	LV	PER 100 TOTAL		9	9			9	9					
Bread Wheat	LV	PER 100 TOTAL		9	9			9	9					
Margarine	LB	PER 100 TOTAL		4	4			4	4					
Mayonnaise Ind	EA	PER 100 TOTAL		100	100			100	100					
Catsup Ind	EA	PER 100 TOTAL		100	100			100	100					
Mustard Ind	EA	PER 100 TOTAL		100	100			100	100					
Turkey Rolled	LB	PER 100 TOTAL			20				20					
Luncheon Meat	LB	PER 100 TOTAL		13				13						
Coffee	LB	PER 100 TOTAL		2	2			2	2					
Tea Instant	8OZ JR	PER 100 TOTAL		1	1			1	1					
Milk 1/2 PT Rolled	EA	PER 100 TOTAL		70	70			70	70					
Ham Canned OR	LB	PER 100 TOTAL						20						
Apples Fresh	LB	PER 100 TOTAL		32				32						
Bananas Fresh	LB	PER 100 TOTAL			32				32					
ISSUED BY	VERIFIED BY		I have received the quantities listed in "Supply Action" column above my signature.				SIGNATURE				GRAND TOTAL			

MEAL 3 SMALL GROUPS

FIELD RATION ISSUE SLIP			ORGANIZATION				ISSUE DATE				PAGE NUMBER			NO. OF PAGES
CONSUMPTION DATE →											TOTAL AUTHORIZED	SUPPLY ACTION	UNIT PRICE	TOTAL MONEY VALUE
NUMBER OF MEALS REQUESTED →				100	100			100	100					
ITEM	UNIT	ALLOW	B	L	D	S/O	B	L	D	S/O				
Chicken Noodle Soup Dehydrated	2½ CN	PER 100 TOTAL		2				2						
Onion Soup Dehydrated	2½ CN	PER 100 TOTAL			2				2					
Luncheon Meat	LB	PER 100 TOTAL		13					13					
Bread White, 22 oz	LV	PER 100 TOTAL		9	9			9	9					
Bread Wheat, 22 oz	LV	PER 100 TOTAL		9	9			9	9					
Margarine	LB	PER 100 TOTAL		4	4			4	4					
Mayonnaise, Ind	CA	PER 100 TOTAL		100	100			100	100					
Catsup, Ind	EA	PER 100 TOTAL		100	100			100	100					
Mustard, Ind	EA	PER 100 TOTAL		100	100			100	100					
Cheese American	LB	PER 100 TOTAL		13	13			13	13					
Bologna	LB	PER 100 TOTAL			13			13						
Coffee	LB	PER 100 TOTAL		2	2			2	2					
Tea Instant	80Z JR	PER 100 TOTAL		1	1			1	1					
Milk Ind 1/2	PT	PER 100 TOTAL		70	70			70	70					
Apples Fresh	LB	PER 100 TOTAL		32					32					
Bananas Fresh	LB	PER 100 TOTAL			32			32						
Sugar Granulated	INDIV EA	PER 100 TOTAL		60	60			60	60					
ISSUED BY	VERIFIED BY		I have received the quantities listed in "Supply Action" column above my signature.				SIGNATURE				GRAND TOTAL			

APPENDIX 4 (FACILITY CAPACITY AND DRILL DATES) TO ANNEX J (EMERGENCY ASSISTANCE TO LOCAL AUTHORITIES) TO OPLAN 01-84, OPERATION SERENITY

LOCATION	S.F. ASSY HALL	MENS TOILETS		LAV	SHOWER	WOMENS TOILET		LAV	SHOWER	TOTAL CAPACITY	UTA DATES		
		URINALS	TOILETS			TOILETS					NOV	DEC	
Bend	6350	3	3	3	3	-	-	-	-	127	17-18	15-16	
Redmond	5651	3	3	4	3	1	1	1	1	113	16-18	1-2	
The Dalles	6350	2	4	4	4	2	1	-	-	127	10-11	8-9	
Hood River	5651	3	3	4	3	1	1	1	1	113	3-4	14-16	
Jackson	9102	4	5	5	4	2	2	1	1	182	17-18	17-18	
Kliever	9100	3	4	3	4	4	3	4	4	182	E-3-4 17-18	8-9	
Gresham	5651	3	3	4	3	1	1	1	1	113	17-18	8-9	
Tigard	6480	6	8	6	8	2	2	-	-	130	41 17-18 82 3-4 Det2 17-18	8-9 1-2 1-2	
Clackamas	9100	3	3	4	3	2	2	-	-	182 +200	OMA 17-18 41 17-18 3670 16-17 2186 17-18	1-2/8-9 8-9 1-2 15-16	
Woodburn	7000	3	3	4	3	2	2	-	-	140	16-18	8-9	
Salem	9156	18	6	18	(3)	12	8	(3)	(3)	183	STARC 3-4 D 17-18 419 16-18 1249 10-11 1210 16-18	8-9 8 2 8-9	
Eugene	6300	4	4	6	4	2	3	1	1	126	A 10-11-18 B 17-18 C 3-4	1 1 2	
TOTAL											1918		

APPENDIX 5 (MILEAGE TABLE) TO ANNEX J (EMERGENCY ASSISTANCE TO LOCAL AUTHORITIES) TO OPLAN 01-85, OPERATION SERENITY

MILEAGE TABLE	Rajneesh (Antelope)	Bend	Clackamas	The Dalles	Eugene	Gresham	Hood River	W.D. Jackson	Madras	Redmond	Salem	Tigard	Woodburn
(Antelope) Rajneesh		96	153	62	186	137	87	127	37	64	209	162	226
Bend	96		158	131	128	146	152	156	42	16	131	158	156
Clackamas	153	158		143	135	16	59	11	103	119	46	17	21
The Dalles	62	131	143		193	72	21	82	89	114	129	78	113
Eugene	186	128	135	193		119	172	129	151	126	64	105	81
Gresham	137	146	16	72	119		48	10	104	129	56	19	44
Hood River	87	152	59	21	172	48		38	110	136	108	67	92
W.D. Jackson	127	156	11	82	129	10	38		94	119	66	29	54
Madras	37	42	103	89	151	104	110	94		26	155	123	172
Redmond	64	16	119	114	126	129	136	119	26		129	139	144
Salem	209	131	46	129	64	56	108	66	155	129		42	17
Tigard	162	158	17	78	105	19	67	29	123	139	42		25
Woodburn	226	146	21	113	81	44	92	54	172	144	17	25	

APPENDIX 6 (GLOSSARY) TO ANNEX J (EMERGENCY ASSISTANCE TO LOCAL AUTHORITIES) TO OPLAN 01-84, OPERATION SERENITY

AGR. Active Guard Reserve.

ANG. Air National Guard.

AR. Army Regulation.

Class I. Rations and gratuitous issue of health, morale, and welfare items.

Class II. Clothing, individual equipment, tentage, tool sets, administrative and housekeeping supplies and equipment.

Class III. Petroleum, oil, and lubricants.

Class IV. Construction materials.

Class V. Ammunition.

Class VI. Personal demand items sold through post exchange.

Class VII. Major end items such as tanks, armored personnel carriers, and attack helicopters.

Class VIII. Medical.

Class IX. Repair parts and components for equipment maintenance.

Class X. Nonstandard items to support nonmilitary programs such as agriculture and economic development.

IAW. In accordance with.

OPLAN. Operation Plan.

USPFO. United States Property and Fiscal Officer.

FOR OFFICIAL USE ONLY

CASE NUMBER Local 236983

INFORMATION REPORT

DEPARTMENT OF STATE POLICE
SALEM, OREGON 97310

DISTRIBUTION
 Gen. Hdq. Arson Document
 Dist. Hdq. Narcotic Ident.
 Crime Lab
 Other Maj. Lamkin, Dist. V;
Lt. Thiess, SP The Dalles;
Lt. Howland, Dist. I, attn: Det.
Rutledge
Bob Oliver 11-9-84

AGENCY
OREGON STATE POLICE, BEAVERTON

1. TYPE OF REPORT
 Supplemental
 Information
 Clearance

2. CASE STATUS
 Clr. by Arrest
 Unfounded
 No Prosecution—Complainant
 No Prosecution—Dist. Atty.
 Pending

NOV 9 1984

3. ORIGINAL SUBJECT OF THIS REPORT
INTELLIGENCE INFORMATION

4. Original Report Date Thu. 10-25-84
5. Time 3:00 PM
6. Written By Fred Hawkins, Det.
7. This Report — Date Mon. 10-29-84
8. Time 3:00 PM
9. County Wasco

10. Victim or Complainant
11. Residence Address
12. Res. Phone
13. Sex
14. Race
15. D.O.B.

16. Subject of This Report
REQUESTED ACTION-RAJNEESHPURAM-PURCHASE OF EXPLOSIVES
17. Total Value of Recovered Prop. (Itemize Below)

18. Details: (Use Additional Plain Sheets as Necessary)
BUSINESSES OF INTEREST: PACIFIC POWDER COMPANY
114 N. Edwards
Newberg, OR
538-2982/phone

J. ARLIE BRYANT, INC.
2000 W. 6th St.
The Dalles, OR
386-1500/phone

Governor —
Re: Dynamite
See second page.
9
11-23

MENTIONED: MATTILA, WILLIAM FRANK
Rt. 1, Box 113
Carlton, OR
DOB/11-23-44
Phone/852-7414
(Sales Rep. for Pacific Powder)

PIERCE LLOYD CHARLES
301 3rd St.
Amity, OR
DOB/12-11-53
Phone/835-4101
(Driver for Pacific Powder)

BRYANT, JACK ARLIE
1415 Heruits Way
The Dalles, OR
DOB/08-31-44
Phone/296-5297
(President/J. Arlie Bryant, Inc.)

GEISLER, LAUREL GEORGE
202 N. College
Newberg, OR
DOB/11-02-41
Phone/538-8046
(Self-employed cartoonist)

REFER TO: Attached copies of explosives transaction records and carrier copies obtained from Pacific Powder Co.

SUMMARY: On 10-25-84, writer received intelligence information which originated from The Dalles Patrol Office that Rajneeshpuram Ranch was being supplied with ammunition and blasting powder from Pacific Powder Co. in Newberg. A request was made that Pacific Powder Co. be contacted and their records examined.

A request was also made that LAUREL GEISLER be contacted as he had information regarding the business transactions between the Rajneesh and Pacific Powder Co.

Reporting Officer(s) *Jerry L. Finch*
Jerry L. Finch, Det.
Off. I.D. Number 526-18

Other Agencies Notified Date Time Method APB Numbers and Dates

Approved By *GWB* Date 11-7
SP*77945-257

ACTION TAKEN: On 10-25-84, writer contacted Laurel Geisler learning that he is a self-employed cartoonist. Mr. Geisler related that on 10-22-84, he traveled to the cities of The Dalles, Biggs Junction and Madras distributing cartoon posters which depicted derogatory pictures and statements of the Rajneesh. He advised he was also selling t-shirts which had the same cartoon depicted. Mr. Geisler stated that he returned home on 10-23-84 at which time, he found he had received two (2) threatening phone calls on his recorder. The first one said, "Continue your material and you won't have a home." The second call stated, "One more poster and you won't need heating in your home." Mr. Geisler stated he had erased the recordings.

Mr. Geisler stated on the same day he had been to Marty's Chevron Service Station in Newberg observing a one-ton truck on the lot which had explosives markings on it. He described the truck as having a white cab with a silver box and the name PACIFIC POWDER COMPANY on the doors. Mr. Geisler stated he asked an employee at the station about the truck with the employee responding that two (2) loads go out of Newberg everyday enroute to the Rajneesh Ranch in Wasco County. Mr. Geisler stated he was able to see an invoice laying on the seat of the truck which confirmed the shipment's destination was, in fact, the Rajneesh Ranch.

Mr. Geisler stated for fear of retribution, he was discontinuing his distribution of posters and t-shirts and did not wish to file a complaint regarding the threatening phone calls.

On 10-29-84, due to WILLIAM MATTILA's unavailability, writer contacted LLOYD PIERCE, a driver for Pacific Powder Company and obtained copies of all sales of explosives sold to the Rajneesh. The records indicated that eight (8) shipments had been delivered from Pacific to the Rajneesh Ranch and delivered directly to J. ARLIE BRYANT, INC. which, according to Pierce, is a private contractor who is operating a rock crusher on the ranch. Pierce stated the rock is being used on the ranch for road construction. The first shipment was delivered on 03-20-84 and the last on 10-08-84. The total amount shipped to the ranch was 127,900 pounds of blasting powder, 11,050 pounds of dynamite and 648 blasting caps.

On 10-29-84, writer recontacted Pacific Powder Co. and interviewed William Mattila who is the sales representative for the company in Newberg. Mr. Mattila gave substantially the same statement as given by his driver, Lloyd Pierce. Mr. Mattila added that there are no new orders pending for the delivery of explosives to the Rajneesh Ranch and it was his understanding that J. Arlie Bryant, Inc., was closing down the mentioned rock crusher as their work was finished on the ranch.

STATUS: No further investigation is contemplated by writer unless requested.

CONDITIONS OF SALE

1. Quotation, or any purchase order submitted in reference to this quotation, is subject to final approval or acceptance by Seller after receipt of Buyer's order. Any order issued in reference to this quotation must be submitted within 30 days of the date hereof or the quotation shall be withdrawn unless further extension in writing is given by the Seller.

2. **APPLICABLE LAWS** - Any Contract resulting from this order will be subject to applicable state laws governing the Seller's Office from which this sale originates.

3. **TITLE** - This order provides on the reverse side hereof that material is sold f.o.b. shipping point, even though transportation costs may be included in the price. Title to the products shall pass to the Buyer upon delivery to the carrier at the point of shipment. Neither the Buyer nor the consignee shall have the right to divert or reconsign any shipment to any destination other than specified in the bill of lading without permission of the Seller.

4. **WARRANTIES** - There are no conditions or agreements not fully expressed herein. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION APPEARING ON THE FACE HEREOF, EXCEPT THE WARRANTY OF TITLE.

5. **DELAYS** - Seller shall not be liable for any delay in manufacturing or delivery or its performance hereunder due to fires, strikes, differences with workmen, shortage of cars, or trucks, delays in transportation, any government regulations, restrictions or requirements, inability to procure supplies and materials, transportation facilities, or other causes beyond our control.

6. **CLAIMS** - The products sold hereunder shall be subject to our standard manufacturing tolerances, variations and classifications. If materials appear defective, Buyer shall discontinue their use and notify Seller within 10 days after receipt of material so that it may investigate. No claim will be allowed for labor or expense occasioned by the use of defective materials, nor will Seller be responsible for damages beyond the price of the defective material. Claims for errors, deficiencies or imperfections will not be entertained unless made within 10 days after receipt of materials. Material shall not be returned for any reason except by permission of Seller in writing. The carriers are responsible for materials lost or damaged in transit. In case of loss or damage enroute, consignee - as required by the conditions of the Uniform Bill of Lading - must immediately notify the carrier's agent at destination, in writing, in order to substantiate formal claim when presented. It is Buyer's responsibility to pursue claims with the carrier in the event of loss or damage in transit. Seller shall be liable for any costs or expense to Buyer resulting from delays in transit or failure of the carrier to arrive at the consignment location at a specific day or hour.

7. **TECHNICAL ADVICE** - Unless it shall have been expressly agreed thereto in writing, the Seller shall not be responsible for the results of any technical advice in connection with the design, installation or use of the products sold hereunder.

8. **CANCELLATION** - Orders cannot be cancelled or modified, or releases held up by the Buyer after the order is in process, except with the Seller's consent and subject to conditions then to be agreed upon which shall include protection of the Seller against any loss and/or cost incurred.

9. **TAXES** - Any taxes which Seller may be required through assessment or otherwise to pay or collect under any existing or future law upon or with respect to the sale, purchase, delivery, transportation, storage, processing, use or consumption of any of the materials or services covered hereby, including taxes upon or measured by receipts from sales or services shall be for Buyer's account. Buyer shall promptly pay the amount thereof to Seller upon demand but may be eligible for such payment issue tax exemption certificates acceptable to the appropriate taxing authorities, or when appropriate pay applicable taxes to the taxing authorities.

10. **SELLER'S OPTIONS** - Buyer's failure to make payment when due on this or any other order in accordance with Seller's terms or if Seller has any doubt as to Buyer's responsibility shall entitle Seller to defer further shipments, or to bill and hold merchandise for Buyer's account, or to cancel this or other contracts or orders. Seller reserves the right to change terms of payment or fix a limit of credit at any time during the execution of this order. Shipments, deliveries and performance of work shall at all times be subject to the approval of Seller's Credit Department unless full payment is received with the order. Unless provided to the contrary on the face hereof Seller's obligation to perform hereunder shall cease at Seller's election if Seller is not permitted to complete performance within twelve months from date hereof. If Seller commences legal action to enforce any of the terms or conditions of sale, Buyer agrees to be liable to Seller for court costs and reasonable attorney fees in addition to any relief awarded to Seller. Venue may be laid in any place where Seller conducts business.

11. **NON-WAIVER BY SELLER** - Forbearance or failure of either party to enforce any right hereunder shall not affect, impair or waive any rights in case such right continues, or in case any subsequent default occurs. The Buyer warrants that the Seller's rights to the material shown on the face hereof shall not be jeopardized through any form of assignment, without prior written agreement.

12. **ERECTION WORK** - If this order includes erection, Buyer shall notify Seller in writing when materials arrive and Seller will begin work with dispatch, after receipt of such notice, provided the project is ready, with the understanding said work may be done without interruption. It is understood no unusual conditions will be met in the work of erection and Seller shall be paid for any expenses incident to additional work caused thereby.

13. **MODIFICATIONS** - The terms and conditions of sale shall not be modified unless evidenced in writing and signed by Seller.

14. **SERVICE CHARGE** - Past due invoices are subject to monthly service charge at the current applicable rate per month on unpaid balance.

15. **PATENTS** - In the event products furnished hereunder are produced under special specifications of Buyer not customarily followed by Seller, Buyer agrees to save Seller harmless from patent infringements resulting from Seller's compliance with designs and/or specifications (unless originating with Seller) now or hereafter forming part of this contract or with specific written instructions given by Buyer for the purpose of directing the manner in which Seller shall perform this contract.

16. **CURRENCY** - Unless otherwise provided on the face hereof all monetary values are considered to be U.S.A. currency.

17. **BUYER'S ACCEPTANCE** - In the event of conflict between the terms and conditions contained herein and Buyer's purchase order or any other communication, whether written or oral, these said terms and conditions shall govern unless Seller shall have received prompt written objection thereto from Buyer.

18. **DELIVERY** - F.O.B. jobsite means via our equipment where accessible to loaded truck and trailer under its own power. Delivery to be in capacity loads with the exception of the final load which will be delivered in any quantity to complete the project. Pipe will be nested whenever possible and contractor to unload at destination.

19. Prices apply only to project specified.

PACIFIC POWDER COMPANY NEWBERG, OREGON
DATE 3-20-84 DISPATCHED BY DON SMITH
TRACTOR NO. 18 TRAILER NO. _____

YOU ARE INSTRUCTED TO FOLLOW HIGHWAY ROUTES AS FOLLOWS: 219, 99W, EDY ROAD,
TUALATIN-SHERWOOD RD, I-5, I-205, I 84, 97, 218

YOU ARE DISPATCHED TO DEPART AT 0200 (A.M.)(P.M.) 3-20-84 (DATE)

ACTUAL DEPARTURE TIME 0200 (A.M.)(P.M.) 3-20-84 (DATE)

YOU ARE INSTRUCTED TO DELIVER AT ANTELOPE, OREGON (PLACE)

AT 6:45 (A.M.)(P.M.) 3-20-84 (DATE)

YOU ARE INSTRUCTED THAT YOU MUST WEIGH YOUR TRACTOR AND TRAILER BOTH LOADED AND EMPTY.

SPECIAL INSTRUCTIONS: _____

THIS SIGNATURE CERTIFIES THAT I HAVE READ THE ABOVE INSTRUCTIONS AND THAT I WILL COMPLY AS DIRECTED. (NOTE: HARD HATS TO BE WORN ON ALL DELIVERIES)

Donald Smith

(DRIVER'S SIGNATURE)

(DRIVER'S SIGNATURE)

CONDITIONS OF SALE

This quotation, or any purchase order submitted in reference to this quotation, is subject to final approval or acceptance by Seller after receipt of Buyer's order at the address shown on the face hereof. Any order issued in reference to this quotation must be submitted within 30 days of the date hereof or the quotation considered withdrawn unless further extension in writing is given by the Seller.

1. **APPLICABLE LAWS** - Any Contract resulting from this order will be subject to applicable state laws governing the Seller's Office from which this sale originates.
2. **TITLE** - If this order provides on the reverse side hereof that material is sold f.o.b. shipping point, even though transportation costs may be included in the price stipulated, title to the products shall pass to the Buyer upon delivery to the carrier at the point of shipment. Neither the Buyer nor the consignee shall have the right to divert or reassign any shipment to any destination other than specified in the bill of lading without permission of the Seller.
3. **WARRANTIES** - There are no conditions or agreements not fully expressed herein. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION APPEARING ON THE FACE HEREOF, EXCEPT THE WARRANTY OF TITLE.
4. **DELAYS** - Seller shall not be liable for any delay in manufacturing or delivery or its performance hereunder due to fires, strikes, differences with workmen, shortage of cars, or trucks, delays in transportation, any government regulations, restrictions or requirements, inability to procure supplies and raw materials, transportation facilities, or other causes beyond our control.
5. **CLAIMS** - The products sold hereinunder shall be subject to our standard manufacturing tolerances, variations and classifications. If materials appear defective, Buyer shall discontinue their use and notify Seller within 10 days after receipt of material so that it may investigate. No claim will be allowed for labor or expense occasioned by the use of defective materials, nor will Seller be responsible for damages beyond the price of the defective material. Claims for errors, deficiencies or imperfections will not be entertained unless made within 10 days after receipt of materials. Material shall not be returned for any reason except by permission of Seller in writing. The carriers are responsible for materials lost or damaged in transit. In case of loss or damage enroute, consignee - as required by the conditions of the Uniform Bill of Lading - must immediately notify the carrier's agent at destination, in writing, in order to substantiate formal claim when presented. It is Buyer's responsibility to pursue claims with the carrier in the event of loss or damage in transit. Seller shall be liable for any costs or expense to Buyer resulting from delays in transit or failure of the carrier to arrive at the consignment location at a specific day or hour.
6. **TECHNICAL ADVICE** - Unless it shall have been expressly agreed thereto in writing, the Seller shall not be responsible for the results of any technical advice in connection with the design, installation or use of the products sold hereunder.
7. **CANCELLATION** - Orders cannot be cancelled or modified, or releases held up by the Buyer after the order is in process, except with the Seller's consent and subject to conditions then to be agreed upon which shall include protection of the Seller against any loss and/or cost incurred.
8. **TAXES** - Any taxes which Seller may be required through assessment or otherwise to pay or collect under any existing or future law upon or with respect to the sale, purchase, delivery, transportation, storage, processing, use or consumption of any of the materials or services covered hereby, including taxes upon or measured by receipts from sales or services shall be for Buyer's account. Buyer shall promptly pay the amount thereof to Seller upon demand but may in lieu of such payment issue tax exemption certificates acceptable to the appropriate taxing authorities, or when appropriate pay applicable taxes to the taxing authorities.
9. **SELLER'S OPTIONS** - Buyer's failure to make payment when due on this or any other order in accordance with Seller's terms or if Seller has any doubt as to Buyer's responsibility shall entitle Seller to defer further shipments, or to bill and hold merchandise for Buyer's account, or to cancel this or other contracts or orders. Seller reserves the right to change terms of payment or fix a limit of credit at any time during the execution of this order. Shipments, deliveries and performance of work shall at all times be subject to the approval of Seller's Credit Department unless full payment is received with the order. Unless provided to the contrary on the face hereof Seller's obligation to perform hereunder shall cease at Seller's election if Seller is not permitted to complete performance within twelve months from date hereof. If Seller commences legal action to enforce any of the terms or conditions of sale, Buyer agrees to be liable to Seller for court costs and reasonable attorney fees in addition to any relief awarded to Seller. Venue may be laid in any place where Seller conducts Business.
10. **NON-WAIVER BY SELLER** - Forbearance or failure of either party to enforce any right hereunder shall not affect, impair or waive any rights in case such default continues, or in case any subsequent default occurs. The Buyer warrants that the Seller's rights to the material, shown on the face hereof, shall not be jeopardized through any form of assignment, without prior written agreement.
11. **ERECTION WORK** - If this order includes erection, Buyer shall notify Seller in writing when materials arrive and Seller will begin work with dispatch, after receipt of such notice, provided the project is ready, with the understanding said work may be done without interruption. It is understood no unusual conditions will be met in the work of erection and Seller shall be paid for any expenses incident to additional work caused thereby.
12. **MODIFICATIONS** - The terms and conditions of sale shall not be modified unless evidenced in writing and signed by Seller.
13. **SERVICE CHARGE** - Past due invoices are subject to monthly service charge at the current applicable rate per month on unpaid balance.
14. **PATENTS** - In the event products furnished hereunder are produced under special specifications of Buyer not customarily followed by Seller, Buyer agrees to save Seller harmless from patent infringements resulting from Seller's compliance with designs and/or specifications (unless originating with Seller) now or hereafter forming part of this contract or with specific written instructions given by Buyer for the purpose of directing the manner in which Seller shall perform this contract.
15. **CURRENCY** - Unless otherwise provided on the face hereof all monetary values are considered to be U.S.A. currency.
16. **BUYER'S ACCEPTANCE** - In the event of conflict between the terms and conditions contained herein and Buyer's purchase order or any other communication, whether written or oral, these said terms and conditions shall govern unless Seller shall have received prompt written objection thereto from Buyer.
17. **DELIVERY** - F.O.B. jobsite means via our equipment where accessible to loaded truck and trailer under its own power. Delivery to be in capacity loads with the exception of the final load which will be delivered in any quantity to complete the project. Pipe will be nested whenever possible and contractor to unload at destination.

Prices apply only to project specified.

PACIFIC POWDER COMPANY NEWBERG, OR,
DATE 4-16-84 DISPATCHED BY DON SMITH
TRACTOR NO. 18 TRAILER NO. _____

YOU ARE INSTRUCTED TO FOLLOW HIGHWAY ROUTES AS FOLLOWS: 219, 99W, EBY ROAD,
TUALATIN-SHERWOOD RD, I5, I-205, I-84, 97, 218

YOU ARE DISPATCHED TO DEPART AT 0500 (A.M.) (P.M.) 4-16-84 (DATE)
ACTUAL DEPARTURE TIME _____ (A.M.) (P.M.) _____ (DATE)

YOU ARE INSTRUCTED TO DELIVER AT NEAR AMELOPE, OREGON RAJNESTA (PLACE)
AT 10:00 (A.M.) (P.M.) 4-16-84 (DATE)

YOU ARE INSTRUCTED THAT YOU MUST WEIGH YOUR TRACTOR AND TRAILER BOTH LOADED
AND EMPTY.

SPECIAL INSTRUCTIONS: _____

THIS SIGNATURE CERTIFIES THAT I HAVE READ THE ABOVE INSTRUCTIONS AND THAT I
WILL COMPLY AS DIRECTED. (NOTE: HARD HATS TO BE WORN ON ALL DELIVERIES)

Donald Smith
(DRIVER'S SIGNATURE) (DRIVER'S SIGNATURE)

PACIFIC POWDER COMPANY

DATE 5-2-84

NEWBERG, OR.

DISPATCHED BY DON SMITH

TRACTOR NO. 18

TRAILER NO. _____

YOU ARE INSTRUCTED TO FOLLOW HIGHWAY ROUTES AS FOLLOWS: 219, 99W, I5, 84,
97, 218

YOU ARE DISPATCHED TO DEPART AT 0300 (A.M.) (P.M.) 5-2-84 (DATE)

ACTUAL DEPARTURE TIME 0700 (A.M.) (P.M.) 5-2-84 (DATE)

YOU ARE INSTRUCTED TO DELIVER AT NEAR ANTELOPE, OR. (PLACE)

AT 0800 (A.M.) (P.M.) 5-2-84 (DATE)

YOU ARE INSTRUCTED THAT YOU MUST WEIGH YOUR TRACTOR AND TRAILER BOTH LOADED AND EMPTY.

SPECIAL INSTRUCTIONS: _____

THIS SIGNATURE CERTIFIES THAT I HAVE READ THE ABOVE INSTRUCTIONS AND THAT I WILL COMPLY AS DIRECTED. (NOTE: HARD HATS TO BE WORN ON ALL DELIVERIES)

Donald Smith

(DRIVER'S SIGNATURE)

(DRIVER'S SIGNATURE)

CONDITIONS OF SALE

This quotation, or any purchase order submitted in reference to this quotation, is subject to final approval or acceptance by Seller after receipt of Buyer's order at the address shown on the face hereof. Any order issued in reference to this quotation must be submitted within 30 days of the date hereof or the quotation considered withdrawn unless further extension in writing is given by the Seller.

1. **APPLICABLE LAWS** - Any Contract resulting from this order will be subject to applicable state laws governing the Seller's Office from which this sale originates.
2. **TITLE** - If this order provides on the reverse side hereof that material is sold f.o.b. shipping point, even though transportation costs may be included in the price stipulated, title to the products shall pass to the Buyer upon delivery to the carrier at the point of shipment. Neither the Buyer nor the consignee shall have the right to divert or re consign any shipment to any destination other than specified in the bill of lading without permission of the Seller.
3. **WARRANTIES** - There are no conditions or agreements not fully expressed herein. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION APPEARING ON THE FACE HEREOF, EXCEPT THE WARRANTY OF TITLE.
4. **DELAYS** - Seller shall not be liable for any delay in manufacturing or delivery or its performance hereunder due to fires, strikes, differences with workmen, shortage of cars, or trucks, delays in transportation, any government regulations, restrictions or requirements, inability to procure supplies and raw materials, transportation facilities, or other causes beyond our control.
5. **CLAIMS** - The products sold hereinunder shall be subject to our standard manufacturing tolerances, variations and classifications. If materials appear defective, Buyer shall discontinue their use and notify Seller within 10 days after receipt of material so that it may investigate. No claim will be allowed for labor or expense occasioned by the use of defective materials, nor will Seller be responsible for damages beyond the price of the defective material. Claims for errors, deficiencies or imperfections will not be entertained unless made within 10 days after receipt of materials. Material shall not be returned for any reason except by permission of Seller in writing. The carriers are responsible for materials lost or damaged in transit. In case of loss or damage enroute, consignee - as required by the conditions of the Uniform Bill of Lading - must immediately notify the carrier's agent at destination, in writing, in order to substantiate formal claim when presented. It is Buyer's responsibility to pursue claims with the carrier in the event of loss or damage in transit. Seller shall be liable for any costs or expense to Buyer resulting from delays in transit or failure of the carrier to arrive at the consignment location at a specific day or hour.
6. **TECHNICAL ADVICE** - Unless it shall have been expressly agreed thereto in writing, the Seller shall not be responsible for the results of any technical advice in connection with the design, installation or use of the products sold hereunder.
7. **CANCELLATION** - Orders cannot be cancelled or modified, or releases held up by the Buyer after the order is in process, except with the Seller's consent and subject to conditions then to be agreed upon which shall include protection of the Seller against any loss and/or cost incurred.
8. **TAXES** - Any taxes which Seller may be required through assessment or otherwise to pay or collect under any existing or future law upon or with respect to the sale, purchase, delivery, transportation, storage, processing, use or consumption of any of the materials or services covered hereby, including taxes upon or measured by receipts from sales or services shall be for Buyer's account. Buyer shall promptly pay the amount thereof to Seller upon demand but may in lieu of such payment issue tax exemption certificates acceptable to the appropriate taxing authorities, or when appropriate pay applicable taxes to the taxing authorities.
9. **SELLER'S OPTIONS** - Buyer's failure to make payment when due on this or any other order in accordance with Seller's terms or if Seller has any doubt as to Buyer's responsibility shall entitle Seller to defer further shipments, or to bill and hold merchandise for Buyer's account, or to cancel this or other contracts or orders. Seller reserves the right to change terms of payment or fix a limit of credit at any time during the execution of this order. Shipments, deliveries and performance of work shall at all times be subject to the approval of Seller's Credit Department unless full payment is received with the order. Unless provided to the contrary on the face hereof Seller's obligation to perform hereunder shall cease at Seller's election if Seller is not permitted to complete performance within twelve months from date hereof. If Seller commences legal action to enforce any of the terms or conditions of sale, Buyer agrees to be liable to Seller for court costs and reasonable attorney fees in addition to any relief awarded to Seller. Venue may be laid in any place where Seller conducts business.
10. **NON-WAIVER BY SELLER** - Forbearance or failure of either party to enforce any right hereunder shall not affect, impair or waive any rights in case such default continues, or in case any subsequent default occurs. The Buyer warrants that the Seller's rights to the material, shown on the face hereon, shall not be jeopardized through any form of assignment, without prior written agreement.
11. **ERECTION WORK** - If this order includes erection, Buyer shall notify Seller in writing when materials arrive and Seller will begin work with dispatch, after receipt of such notice, provided the project is ready, with the understanding said work may be done without interruption. It is understood no unusual conditions will be met in the work of erection and Seller shall be paid for any expenses incident to additional work caused thereby.
12. **MODIFICATIONS** - The terms and conditions of sale shall not be modified unless evidenced in writing and signed by Seller.
13. **SERVICE CHARGE** - Past due invoices are subject to monthly service charge at the current applicable rate per month on unpaid balance.
14. **PATENTS** - In the event products furnished hereunder are produced under special specifications of Buyer not customarily followed by Seller, Buyer agrees to save Seller harmless from patent infringements resulting from Seller's compliance with designs and/or specifications (unless originating with Seller) now or hereafter forming part of this contract or with specific written instructions given by Buyer for the purpose of directing the manner in which Seller shall perform this contract.
15. **CURRENCY** - Unless otherwise provided on the face hereof all monetary values are considered to be U.S.A. currency.
16. **BUYER'S ACCEPTANCE** - In the event of conflict between the terms and conditions contained herein and Buyer's purchase order or any other communication, whether written or oral, these said terms and conditions shall govern unless Seller shall have received prompt written objection thereto from Buyer.
17. **DELIVERY** - F.O.B. jobsite means via our equipment where accessible to loaded truck and trailer under its own power. Delivery to be in capacity loads with the exception of the final load which will be delivered in any quantity to complete the project. Pipe will be nested whenever possible and contractor to unload at destination.

Prices apply only to project specified.

Date 7-26-84 at Newberg, Oregon

CARRIER'S NUMBER
NO 4305
SHIPPER'S NUMBER
457

STATE P.P. NUMBER:
Ore. 3339

is to certify that the be-named materials are rly classified, described, ped, marked and labeled, are in proper condition ransportation, according a applicable regulations a Department of Tran-sion.



FREIGHT MILES
457

FEDERAL LICENSE NUMBER
4710-3123

SHIP TO • **J. Arlie Bryant Inc.**
Antelope, Oregon
VIA • **PPC 18**

HIGH EXPLOSIVES, CLASS A EXPLOSIVES (DYNAMITE)
AMMONIUM NITRATE FUEL / OIL MIXTURE-BLASTING AGENT
BLASTING AGENT N.O.S. - BLASTING AGENT
ELECTRIC BLASTING CAPS CLASS C EXPLOSIVES 105 CAPS
CORDEAU DETONANT FUSE, CLASS C EXPLOSIVE (DETONATING CORD)
FUSE; SAFETY-CLASS C EXPLOSIVES

UNITS	lbs
360	18000
1	20

99904 Mattila Verbal 7-26-84 7-25-84 Antelope, Cr.

RECEIVED BY: *[Signature]*

SPECIAL INSTRUCTIONS: MATERIALS ARE DELIVERED ONLY TO JOB SITES READILY REACHED BY TRUCK UNDER ITS OWN POWER. CUSTOMERS ARE RESPONSIBLE FOR UNLOADING.

CODE NO.	DESCRIPTION	QUANTITY	UNIT
142 (MAY228401)	360 Bgs. Pac Mix 1, 50# Paper	18000	lbs.
5052	15 Ea. 30 Ft. Millidet 1 Delay(001-083)	15	ea.
5059	15 Ea. 30 Ft. Millidet 2 Delay(004-023)	15	ea.
5054	15 Ea. 30 Ft. Millidet 3 Delay(309-203)	15	ea.
5055	15 Ea. 30 Ft. Millidet 4 Delay(311-291)	15	ea.
5056	15 Ea. 30 Ft. Millidet 5 Delay(309-223)	15	ea.
5057	15 Ea. 30 Ft. Millidet 6 Delay(309-302)	15	ea.
5143	15 Ea. 30 Ft. Millidet 7 Delay(302-252)	15	ea.
XXXXXX 5058	15 Ea. 30 Ft. Millidet 8 Delay(303-222)	15	ea.

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.
[Signature]
(Signature of Consignor)

PREPAID
YES NO

Received \$
to apply in prepayment of the charges on the property described herein.

Agent or Cashier
Per
(The signature here acknowledges only the amount prepaid.)

Charges Advanced:
\$

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight.
NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

FROM
PACIFIC POWDER COMPANY
A WHOLLY OWNED
SUBSIDIARY OF
PACCO, INC.
13120 Jay Rd. So. Olympia, WA 98502
Permanent Shipper Address

Placards Required
 Explosive A Blasting Agent Dangerous

CONDITIONS OF SALE

This quotation, or any purchase order submitted in reference to this quotation, is subject to final approval or acceptance by Seller after receipt of Buyer's order at the address shown on the face hereof. Any order issued in reference to this quotation must be submitted within 30 days of the date hereof or the quotation considered withdrawn unless further extension in writing is given by the Seller.

1. **APPLICABLE LAWS** - Any Contract resulting from this order will be subject to applicable state laws governing the Seller's Office from which this sale originates.
2. **TITLE** - If this order provides on the reverse side hereof that material is sold f.o.b. shipping point, even though transportation costs may be included in the price stipulated, title to the products shall pass to the Buyer upon delivery to the carrier at the point of shipment. Neither the Buyer nor the consignee shall have the right to divert or reconsign any shipment to any destination other than specified in the bill of lading without permission of the Seller.
3. **WARRANTIES** - There are no conditions or agreements not fully expressed herein. **THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION APPEARING ON THE FACE HEREOF, EXCEPT THE WARRANTY OF TITLE.**
4. **DELAYS** - Seller shall not be liable for any delay in manufacturing or delivery or its performance hereunder due to fires, strikes, differences with workmen, shortage of cars, or trucks, delays in transportation, any government regulations, restrictions or requirements, inability to procure supplies and raw materials, transportation facilities, or other causes beyond our control.
5. **CLAIMS** - The products sold hereinunder shall be subject to our standard manufacturing tolerances, variations and classifications. If materials appear defective, Buyer shall discontinue their use and notify Seller within 10 days after receipt of material so that it may investigate. No claim will be allowed for labor or expense occasioned by the use of defective materials, nor will Seller be responsible for damages beyond the price of the defective material. Claims for errors, deficiencies or imperfections will not be entertained unless made within 10 days after receipt of materials. Material shall not be returned for any reason except by permission of Seller in writing. The carriers are responsible for materials lost or damaged in transit. In case of loss or damage enroute, consignee - as required by the conditions of the Uniform Bill of Lading - must immediately notify the carrier's agent at destination, in writing, in order to substantiate formal claim when presented. It is Buyer's responsibility to pursue claims with the carrier in the event of loss or damage in transit. Seller shall be liable for any costs or expense to Buyer resulting from delays in transit or failure of the carrier to arrive at the consignment location at a specific day or hour.
6. **TECHNICAL ADVICE** - Unless it shall have been expressly agreed thereto in writing, the Seller shall not be responsible for the results of any technical advice in connection with the design, installation or use of the products sold hereunder.
7. **CANCELLATION** - Orders cannot be cancelled or modified, or releases held up by the Buyer after the order is in process, except with the Seller's consent and subject to conditions then to be agreed upon which shall include protection of the Seller against any loss and/or cost incurred.
8. **TAXES** - Any taxes which Seller may be required through assessment or otherwise to pay or collect under any existing or future law upon or with respect to the sale, purchase, delivery, transportation, storage, processing, use or consumption of any of the materials or services covered hereby, including taxes upon or measured by receipts from sales or services shall be for Buyer's account. Buyer shall promptly pay the amount thereof to Seller upon demand but may in lieu of such payment issue tax exemption certificates acceptable to the appropriate taxing authorities, or when appropriate pay applicable taxes to the taxing authorities.
9. **SELLER'S OPTIONS** - Buyer's failure to make payment when due on this or any other order in accordance with Seller's terms or if Seller has any doubt as to Buyer's responsibility shall entitle Seller to defer further shipments, or to bill and hold merchandise for Buyer's account, or to cancel this or other contracts or orders. Seller reserves the right to change terms of payment or fix a limit of credit at any time during the execution of this order. Shipments, deliveries and performance of work shall at all times be subject to the approval of Seller's Credit Department unless full payment is received with the order. Unless provided to the contrary on the face hereof Seller's obligation to perform hereunder shall cease at Seller's election if Seller is not permitted to complete performance within twelve months from date hereof. If Seller commences legal action to enforce any of the terms or conditions of sale, Buyer agrees to be liable to Seller for court costs and reasonable attorney fees in addition to any relief awarded to Seller. Venue may be laid in any place where Seller conducts Business.
10. **NON-WAIVER BY SELLER** - Forbearance or failure of either party to enforce any right hereunder shall not affect, impair or waive any rights in case such default continues, or in case any subsequent default occurs. The Buyer warrants that the Seller's rights to the material, shown on the face hereon, shall not be jeopardized through any form of assignment, without prior written agreement.
11. **ERECTION WORK** - If this order includes erection, Buyer shall notify Seller in writing when materials arrive and Seller will begin work with dispatch, after receipt of such notice, provided the project is ready, with the understanding said work may be done without interruption. It is understood no unusual conditions will be met in the work of erection and Seller shall be paid for any expenses incident to additional work caused thereby.
12. **MODIFICATIONS** - The terms and conditions of sale shall not be modified unless evidenced in writing and signed by Seller.
13. **SERVICE CHARGE** - Past due invoices are subject to monthly service charge at the current applicable rate per month on unpaid balance.
14. **PATENTS** - In the event products furnished hereunder are produced under special specifications of Buyer not customarily followed by Seller, Buyer agrees to save Seller harmless from patent infringements resulting from Seller's compliance with designs and/or specifications (unless originating with Seller) now or hereafter forming part of this contract or with specific written instructions given by Buyer for the purpose of directing the manner in which Seller shall perform this contract.
15. **CURRENCY** - Unless otherwise provided on the face hereof all monetary values are considered to be U.S.A. currency.
16. **BUYER'S ACCEPTANCE** - In the event of conflict between the terms and conditions contained herein and Buyer's purchase order or any other communication, whether written or oral, these said terms and conditions shall govern unless Seller shall have received prompt written objection thereto from Buyer.
17. **DELIVERY** - F.O.B. jobsite means via our equipment where accessible to loaded truck and trailer under its own power. Delivery to be in capacity loads with the exception of the final load which will be delivered in any quantity to complete the project. Pipe will be nested whenever possible and contractor to unload at destination.

Prices apply only to project specified.

PACIFIC POWDER COMPANY

Newberg, Or

DATE 7/26/84

DISPATCHED BY WFM

TRACTOR NO. _____

TRAILER NO. _____

YOU ARE INSTRUCTED TO FOLLOW HIGHWAY ROUTES AS FOLLOWS: 219/99W/I-5/

I-205/I-84/97/218

YOU ARE DISPATCHED TO DEPART AT 11³⁰ (~~A.M.~~)(P.M.) 7-26-84 (DATE)

ACTUAL DEPARTURE TIME 11³⁰ (A.M.)(P.M.) _____ (DATE)

YOU ARE INSTRUCTED TO DELIVER AT J. ARUE BROWN INC ANTELOPE, OR (PLACE)

AT 6⁰⁰ (A.M.)(~~P.M.~~) _____ (DATE)

YOU ARE INSTRUCTED THAT YOU MUST WEIGH YOUR TRACTOR AND TRAILER BOTH LOADED AND EMPTY.

SPECIAL INSTRUCTIONS: MEET AT RANCHO RAMINECH GATE AT 5³⁰ - 6⁰⁰ AM

FOLLOW PILOT CAR IN FROM THERE

THIS SIGNATURE CERTIFIES THAT I HAVE READ THE ABOVE INSTRUCTIONS AND THAT I WILL COMPLY AS DIRECTED. (NOTE: HARD HATS TO BE WORN ON ALL DELIVERIES)

Lloyd C Pierce

(DRIVER'S SIGNATURE)

(DRIVER'S SIGNATURE)

The property described below in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under this contract) agrees to carry to its usual place of delivery at said destination, if on its route otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any portion of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Official, Southern, Western and Illinois Freight Classifications in effect on the date hereof if this is a rail or rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back hereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

NAME OF CARRIER

Pacific Powder

Date 8/2/84 at Newberg, Oregon

CARRIER'S NUMBER
 101215
 SHIPPER'S NUMBER

STATE P.P. NUMBER

Ore. 3339

FREIGHT MILES
 457

FEDERAL LICENSE NUMBER

4710-3130

is to certify that the be-named materials are only classified, described, aged, marked and labeled, are in proper condition transportation, according to applicable regulations to Department of Trans- portation



J. Arlie Bryant Inc.

SHIP TO • Antelope, Oregon

VIA • PPC 18

HIGH EXPLOSIVES, CLASS A EXPLOSIVES (DYNAMITE)
 AMMONIUM NITRATE FUEL / OIL MIXTURE - BLASTING AGENT
 BLASTING AGENT N.O.S. - BLASTING AGENT
 ELECTRIC BLASTING CAPS CLASS _____ EXPLOSIVES _____ CAPS
 CORDEAU DETONANT FUSE, CLASS C EXPLOSIVE (DETONATING CORD)
 FUSE, SAFETY - CLASS C EXPLOSIVES

UNITS	Lbs.
130	6890
220	11000

SALESMAN	CUSTOMER	ORDER NO.	DELIVERY DATE	ORDER DATE	CUSTOMER'S PROJECT NO.	RECEIVED BY:
Mattila			8/03/84	8/02/84	Antelope, Oregon	<i>[Signature]</i>

CODE NO.	DESCRIPTION	QUANTITY	UNIT
1115	7 14 Xs (DEC0683J1) XL (JAN0384J1) 52 Galamite D 2X16 (TT)	350	LBS.
1021	64 Ca. LD (JUN1384J1) 50 (JUN1884J1) Unigel 2X16 (TS) 4 (JUN0584J1)	3200	LBS.
3001	220 Ca. Pac Mix 1-50# (JUL2584O1)	11000	LBS.
	Standby 3 1/2 hrs.		

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

[Signature]
 (Signature of Consignor)

PREPAID
 YES NO

Received \$
 to apply in prepayment of the charges on the property described hereon.

Agent or Cashier
 Per
 (The signature here acknowledges only the amount prepaid)

Charges Advanced:

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight.
 NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
 The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

FROM
 PACIFIC POWDER COMPANY
 A WHOLLY OWNED
 SUBSIDIARY OF
 PACCO, INC.

Per
 13120 Tully Rd. So. Olympia, WA 98502
 Permanent Shipper Address

SPECIAL INSTRUCTIONS: MATERIALS ARE DELIVERED ONLY TO JOB SITES READILY REACHED BY TRUCK UNDER ITS OWN POWER. CUSTOMERS ARE RESPONSIBLE FOR UNLOADING.

Placards Required

Explosive A Blasting Agent Dangerous

CONDITIONS OF SALE

This quotation, or any purchase order submitted in reference to this quotation, is subject to final approval or acceptance by Seller after receipt of Buyer's order at the address shown on the face hereof. Any order issued in reference to this quotation must be submitted within 30 days of the date hereof or the quotation is considered withdrawn unless further extension in writing is given by the Seller.

1. APPLICABLE LAWS - Any Contract resulting from this order will be subject to applicable state laws governing the Seller's Office from which this sale originates.
2. TITLE - If this order provides on the reverse side hereof that material is sold f.o.b. shipping point, even though transportation costs may be included in the price stipulated, title to the products shall pass to the Buyer upon delivery to the carrier at the point of shipment. Neither the Buyer nor the consignee shall have the right to divert or reassign any shipment to any destination other than specified in the bill of lading without permission of the Seller.
3. WARRANTIES - There are no conditions or agreements not fully expressed herein. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION APPEARING ON THE FACE HEREOF, EXCEPT THE WARRANTY OF TITLE.
4. DELAYS - Seller shall not be liable for any delay in manufacturing or delivery or its performance hereunder due to fires, strikes, differences with workmen, shortage of cars, or trucks, delays in transportation, any government regulations, restrictions or requirements, inability to procure supplies and raw materials, transportation facilities, or other causes beyond our control.
5. CLAIMS - The products sold hereinunder shall be subject to our standard manufacturing tolerances, variations and classifications. If materials appear defective, Buyer shall discontinue their use and notify Seller within 10 days after receipt of material so that it may investigate. No claim will be allowed for labor or expense occasioned by the use of defective materials, nor will Seller be responsible for damages beyond the price of the defective material. Claims for errors, deficiencies or imperfections will not be entertained unless made within 10 days after receipt of materials. Material shall not be returned for any reason except by permission of Seller in writing. The carriers are responsible for materials lost or damaged in transit. In case of loss or damage enroute, consignee - as required by the conditions of the Uniform Bill of Lading - must immediately notify the carrier's agent at destination, in writing, in order to substantiate formal claim when presented. It is Buyer's responsibility to pursue claims with the carrier in the event of loss or damage in transit. Seller shall be liable for any costs or expense to Buyer resulting from delays in transit or failure of the carrier to arrive at the consignment location at a specific day or hour.
6. TECHNICAL ADVICE - Unless it shall have been expressly agreed thereto in writing, the Seller shall not be responsible for the results of any technical advice in connection with the design, installation or use of the products sold hereunder.
7. CANCELLATION - Orders cannot be cancelled or modified, or releases held up by the Buyer after the order is in process, except with the Seller's consent and subject to conditions then to be agreed upon which shall include protection of the Seller against any loss and/or cost incurred.
8. TAXES - Any taxes which Seller may be required through assessment or otherwise to pay or collect under any existing or future law upon or with respect to the sale, purchase, delivery, transportation, storage, processing, use or consumption of any of the materials or services covered hereby, including taxes upon or measured by receipts from sales or services shall be for Buyer's account. Buyer shall promptly pay the amount thereof to Seller upon demand but may in lieu of such payment issue tax exemption certificates acceptable to the appropriate taxing authorities, or when appropriate pay applicable taxes to the taxing authorities.
9. SELLER'S OPTIONS - Buyer's failure to make payment when due on this or any other order in accordance with Seller's terms or if Seller has any doubt as to Buyer's responsibility shall entitle Seller to defer further shipments, or to bill and hold merchandise for Buyer's account, or to cancel this or other contracts or orders. Seller reserves the right to change terms of payment or fix a limit of credit at any time during the execution of this order. Shipments, deliveries and performance of work shall at all times be subject to the approval of Seller's Credit Department unless full payment is received with the order. Unless provided to the contrary on the face hereof Seller's obligation to perform hereunder shall cease at Seller's election if Seller is not permitted to complete performance within twelve months from date hereof. If Seller commences legal action to enforce any of the terms or conditions of sale, Buyer agrees to be liable to Seller for court costs and reasonable attorney fees in addition to any relief awarded to Seller. Venue may be laid in any place where Seller conducts Business.
10. NON-WAIVER BY SELLER - Forbearance or failure of either party to enforce any right hereunder shall not affect, impair or waive any rights in case such default continues, or in case any subsequent default occurs. The Buyer warrants that the Seller's rights to the material, shown on the face hereon, shall not be jeopardized through any form of assignment, without prior written agreement.
11. ERECTION WORK - If this order includes erection, Buyer shall notify Seller in writing when materials arrive and Seller will begin work with dispatch, after receipt of such notice, provided the project is ready, with the understanding said work may be done without interruption. It is understood no unusual conditions will be met in the work of erection and Seller shall be paid for any expenses incident to additional work caused thereby.
12. MODIFICATIONS - The terms and conditions of sale shall not be modified unless evidenced in writing and signed by Seller.
13. SERVICE CHARGE - Past due invoices are subject to monthly service charge at the current applicable rate per month on unpaid balance.
14. PATENTS - In the event products furnished hereunder are produced under special specifications of Buyer not customarily followed by Seller, Buyer agrees to save Seller harmless from patent infringements resulting from Seller's compliance with designs and/or specifications (unless originating with Seller) now or hereafter forming part of this contract or with specific written instructions given by Buyer for the purpose of directing the manner in which Seller shall perform this contract.
15. CURRENCY - Unless otherwise provided on the face hereof all monetary values are considered to be U.S.A. currency.
16. BUYER'S ACCEPTANCE - In the event of conflict between the terms and conditions contained herein and Buyer's purchase order or any other communication, whether written or oral, these said terms and conditions shall govern unless Seller shall have received prompt written objection thereto from Buyer.
17. DELIVERY - F.O.B. jobsite means via our equipment where accessible to loaded truck and trailer under its own power. Delivery to be in capacity loads with the exception of the final load which will be delivered in any quantity to complete the project. Pipe will be nested whenever possible and contractor to unload at destination.

Prices apply only to project specified.

PACIFIC POWDER COMPANY

Newberg

DATE 8-02-84

DISPATCHED BY LCP

TRACTOR NO. 18

TRAILER NO. _____

YOU ARE INSTRUCTED TO FOLLOW HIGHWAY ROUTES AS FOLLOWS: 219/99W/I-5/I-205/I-84/

97/218 & Return

YOU ARE DISPATCHED TO DEPART AT 0200 (A.M.) (~~P.M.~~) _____ (DATE)

ACTUAL DEPARTURE TIME _____ (A.M.) (P.M.) _____ (DATE)

YOU ARE INSTRUCTED TO DELIVER AT J. Arlie Bryant Inc. Antelope, Or. (PLACE)

AT 0800 (A.M.) (~~P.M.~~) 8-03-84 (DATE)

YOU ARE INSTRUCTED THAT YOU MUST WEIGH YOUR TRACTOR AND TRAILER BOTH LOADED AND EMPTY.

SPECIAL INSTRUCTIONS: _____

THIS SIGNATURE CERTIFIES THAT I HAVE READ THE ABOVE INSTRUCTIONS AND THAT I WILL COMPLY AS DIRECTED. (NOTE: HARD HATS TO BE WORN ON ALL DELIVERIES)

Lloyd C Pierce

(DRIVER'S SIGNATURE)

(DRIVER'S SIGNATURE)

The property described below in apparent good order except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under this contract) agrees to carry to its usual place of delivery at said destination, if on its route otherwise to deliver to another carrier on the route to its destination. It is mutually agreed as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Official, Southern, Western and Illinois Freight Classifications in effect on the date hereof (2) in a rail or rail-water shipment or (3) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

NAME OF CARRIER

Pacific Powder Co.

Date 8-20-84 at Newberg, Oregon

CARRIER'S NUMBER
NO 4323

SHIPPER'S NUMBER

STATE P.P. NUMBER:
Or. 3339

FREIGHT MILES
466

FEDERAL LICENSE NUMBER
4710-3136

to certify that the be-
named materials are
ly classified, described,
ed, marked and labeled,
re in proper condition
ansportation, according
applicable regulations
Department of Trans-



SHIP TO **J. Arlie Bryant Inc.**
Near Antelope, Or.

VIA **PPC 18**

HIGH EXPLOSIVES, CLASS A EXPLOSIVES (DYNAMITE)
AMMONIUM NITRATE FUEL/OIL MIXTURE-BLASTING AGENT
BLASTING AGENT N.O.S. - BLASTING AGENT
ELECTRIC BLASTING CAPS CLASS B EXPLOSIVES 192 CAPS
CORDEAU DETONANT FUSE, CLASS C EXPLOSIVE (DETONATING CORD)
FUSE, SAFETY-CLASS C EXPLOSIVES

UNITS	lbs
30	1590
328	17384
3	112

SALESMAN	CUSTOMER'S ORDER NO.	DELIVERY DATE	ORDER DATE	CUSTOMER'S PROJECT NO.
Mattila	Verbal	8-20-84	8-16-84	Antelope, Or.

RECEIVED BY:
[Signature]

CODING	DESCRIPTION	SHIPPED	UNIT
1021	11 Cs. Unigel 2 x 16 (TS) JUN0584J1	530	lbs.
1020	19 Cs. Unigel 2 x 16 (TS) NOV1483J1	930	lbs.
3001	328 Bgs. Para Mix 1, 50# Paper (AUG1684O1)	16400	lbs.
5087	24 Ea. 60 Ft. Millidet 1 Delay 8(303-113) 16(305-182)	24	ea.
5088	24 Ea. 60 Ft. Millidet 2 Delay 8(105-042) 16(310-142)	24	ea.
5089	24 Ea. 60 Ft. Millidet 3 Delay 402-132	24	ea.
5090	24 Ea. 60 Ft. Millidet 4 Delay 308-291	24	ea.
5091	24 Ea. 60 Ft. Millidet 5 Delay 8(312-303) 16(311-162)	24	ea.
5092	24 Ea. 60 Ft. Millidet 6 Delay 8(309-162) 16(402-131)	24	ea.
5093	24 Ea. 60 Ft. Millidet 7 Delay 8(308-261) 16(308-251)	24	ea.
5094	24 Ea. 60 Ft. Millidet 8 Delay 311-102	24	ea.
XXXX	XXXX	XXXX	XXXX

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

[Signature]
(Signature of Consignor)

PREPAID
YES NO

Received \$
to apply in prepayment of the charges on the property described hereon.

Agent or Cashier
Per
(The signature here acknowledges only the amount prepaid.)

Charges Advanced:

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight.
NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

FROM
PACIFIC POWDER COMPANY
A WHOLLY OWNED
SUBSIDIARY OF
PACCO, INC.

Per
13120 Tilly Rd. So. Olympia, WA 98502
Permanent Shipper Address

CUSTOMERS ARE RESPONSIBLE FOR UNLOADING

Placards Required
 Explosive A Blasting Agent Dangerous

CARRIER COPY

CONDITIONS OF SALE

This quotation, or any purchase order submitted in reference to this quotation, is subject to final approval or acceptance by Seller after receipt of Buyer's order at the address shown on the face hereof. Any order issued in reference to this quotation must be submitted within 30 days of the date hereof or the quotation is considered withdrawn unless further extension in writing is given by the Seller.

1. **APPLICABLE LAWS** - Any Contract resulting from this order will be subject to applicable state laws governing the Seller's Office from which this sale originates.
2. **TITLE** - If this order provides on the reverse side hereof that material is sold f.o.b. shipping point, even though transportation costs may be included in the price stipulated, title to the products shall pass to the Buyer upon delivery to the carrier at the point of shipment. Neither the Buyer nor the consignee shall have the right to divert or reassign any shipment to any destination other than specified in the bill of lading without permission of the Seller.
3. **WARRANTIES** - There are no conditions or agreements not fully expressed herein. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION APPEARING ON THE FACE HEREOF, EXCEPT THE WARRANTY OF TITLE.
4. **DELAYS** - Seller shall not be liable for any delay in manufacturing or delivery or its performance hereunder due to fires, strikes, differences with workmen, shortage of cars, or trucks, delays in transportation, any government regulations, restrictions or requirements, inability to procure supplies and raw materials, transportation facilities, or other causes beyond our control.
5. **CLAIMS** - The products sold hereinunder shall be subject to our standard manufacturing tolerances, variations and classifications. If materials appear defective, Buyer shall discontinue their use and notify Seller within 10 days after receipt of material so that it may investigate. No claim will be allowed for labor or expense occasioned by the use of defective materials, nor will Seller be responsible for damages beyond the price of the defective material. Claims for errors, deficiencies or imperfections will not be entertained unless made within 10 days after receipt of materials. Material shall not be returned for any reason except by permission of Seller in writing. The carriers are responsible for materials lost or damaged in transit. In case of loss or damage enroute, consignee - as required by the conditions of the Uniform Bill of Lading - must immediately notify the carrier's agent at destination, in writing, in order to substantiate formal claim when presented. It is Buyer's responsibility to pursue claims with the carrier in the event of loss or damage in transit. Seller shall be liable for any costs or expense to Buyer resulting from delays in transit or failure of the carrier to arrive at the consignment location at a specific day or hour.
6. **TECHNICAL ADVICE** - Unless it shall have been expressly agreed thereto in writing, the Seller shall not be responsible for the results of any technical advice in connection with the design, installation or use of the products sold hereunder.
7. **CANCELLATION** - Orders cannot be cancelled or modified, or releases held up by the Buyer after the order is in process, except with the Seller's consent and subject to conditions then to be agreed upon which shall include protection of the Seller against any loss and/or cost incurred.
8. **TAXES** - Any taxes which Seller may be required through assessment or otherwise to pay or collect under any existing or future law upon or with respect to the sale, purchase, delivery, transportation, storage, processing, use or consumption of any of the materials or services covered hereby, including taxes upon or measured by receipts from sales or services shall be for Buyer's account. Buyer shall promptly pay the amount thereof to Seller upon demand but may in lieu of such payment issue tax exemption certificates acceptable to the appropriate taxing authorities, or when appropriate pay applicable taxes to the taxing authorities.
9. **SELLER'S OPTIONS** - Buyer's failure to make payment when due on this or any other order in accordance with Seller's terms or if Seller has any doubt as to Buyer's responsibility shall entitle Seller to defer further shipments, or to bill and hold merchandise for Buyer's account, or to cancel this or other contracts or orders. Seller reserves the right to change terms of payment or fix a limit of credit at any time during the execution of this order. Shipments, deliveries and performance of work shall at all times be subject to the approval of Seller's Credit Department unless full payment is received with the order. Unless provided to the contrary on the face hereof Seller's obligation to perform hereunder shall cease at Seller's election if Seller is not permitted to complete performance within twelve months from date hereof. If Seller commences legal action to enforce any of the terms or conditions of sale, Buyer agrees to be liable to Seller for court costs and reasonable attorney fees in addition to any relief awarded to Seller. Venue may be laid in any place where Seller conducts Business.
10. **NON-WAIVER BY SELLER** - Forbearance or failure of either party to enforce any right hereunder shall not affect, impair or waive any rights in case such default continues, or in case any subsequent default occurs. The Buyer warrants that the Seller's rights to the material, shown on the face hereon, shall not be jeopardized through any form of assignment, without prior written agreement.
11. **ERECTION WORK** - If this order includes erection, Buyer shall notify Seller in writing when materials arrive and Seller will begin work with dispatch, after receipt of such notice, provided the project is ready, with the understanding said work may be done without interruption. It is understood no unusual conditions will be met in the work of erection and Seller shall be paid for any expenses incident to additional work caused thereby.
12. **MODIFICATIONS** - The terms and conditions of sale shall not be modified unless evidenced in writing and signed by Seller.
13. **SERVICE CHARGE** - Past due invoices are subject to monthly service charge at the current applicable rate per month on unpaid balance.
14. **PATENTS** - In the event products furnished hereunder are produced under special specifications of Buyer not customarily followed by Seller, Buyer agrees to save Seller harmless from patent infringements resulting from Seller's compliance with designs and/or specifications (unless originating with Seller) now or hereafter forming part of this contract or with specific written instructions given by Buyer for the purpose of directing the manner in which Seller shall perform this contract.
15. **CURRENCY** - Unless otherwise provided on the face hereof all monetary values are considered to be U.S.A. currency.
16. **BUYER'S ACCEPTANCE** - In the event of conflict between the terms and conditions contained herein and Buyer's purchase order or any other communication, whether written or oral, these said terms and conditions shall govern unless Seller shall have received prompt written objection thereto from Buyer.
17. **DELIVERY** - F.O.B. jobsite means via our equipment where accessible to loaded truck and trailer under its own power. Delivery to be in capacity loads with the exception of the final load which will be delivered in any quantity to complete the project. Pipe will be nested whenever possible and contractor to unload at destination.

Prices apply only to project specified.

PACIFIC POWDER COMPANY

Newberg, Or

DATE 8-20-84

DISPATCHED BY LCP

TRACTOR NO. 18

TRAILER NO. _____

YOU ARE INSTRUCTED TO FOLLOW HIGHWAY ROUTES AS FOLLOWS: 219/99W/I-5/I-205/I-84/97/218

YOU ARE DISPATCHED TO DEPART AT 330 (A.M.) ~~(P.M.)~~ 8/20/84 (DATE)

ACTUAL DEPARTURE TIME _____ (A.M.)(P.M.) 8/20/84 (DATE)

YOU ARE INSTRUCTED TO DELIVER AT Antelope J. Arlie Bryant (PLACE)

AT _____ (A.M.)(~~P.M.~~) 8-20-84 (DATE)

YOU ARE INSTRUCTED THAT YOU MUST WEIGH YOUR TRACTOR AND TRAILER BOTH LOADED AND EMPTY.

SPECIAL INSTRUCTIONS: _____

THIS SIGNATURE CERTIFIES THAT I HAVE READ THE ABOVE INSTRUCTIONS AND THAT I WILL COMPLY AS DIRECTED. (NOTE: HARD HATS TO BE WORN ON ALL DELIVERIES)

Lloyd C Pierce

(DRIVER'S SIGNATURE)

(DRIVER'S SIGNATURE)

NAME OF CARRIER
Pacific Powder Co.

The property described below is shipped under special contract (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract to mean any person or corporation in possession of the property under this contract) agrees to carry to its usual place of delivery at said destination, or if on its route otherwise to deliver to another carrier on the route to said destination on its mutually agreed as to each carrier of all or any portion of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Official, Southern, Western and Illinois Freight Classifications in effect on the date hereof, if this is a rail or water shipment or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Date **9-7-84** at **Newberg, Or.**

CARRIER'S NUMBER
NO 4337

SHIPPER'S NUMBER

STATE P.P. NUMBER:
Ore. 3339



SHIP TO **J. Arlie Bryant Inc.**
Near Antelope, Or.

FREIGHT MILES
471

FEDERAL LICENSE NUMBER
4710-3115

VIA **PPC 18**

is to certify that the be-named materials are rly classified, described, and, marked and labeled, are in proper condition for transportation, according to applicable regulations Department of Transportation.

HIGH EXPLOSIVES, CLASS A EXPLOSIVES (DYNAMITE)
AMMONIUM NITRATE FUEL / OIL MIXTURE-BLASTING AGENT
BLASTING AGENT N.O.S. - BLASTING AGENT
ELECTRIC-BLASTING CAPS CLASS C EXPLOSIVES 184 CAPS
CORDEAU DETONANT FUSE, CLASS C EXPLOSIVE (DETONATING CORD)
FUSE, SAFETY-CLASS C EXPLOSIVES

UNITS	Lbs
20	7060
338	16900
3	924

99904 **Mattila** Verbal **9-7-84** **Antelope, Or.**

CODING	DESCRIPTION	QUANTITY	UNITS
1021	20 Cs. Unigal 2 x16 (TS) JUL2384J1	1000	lbs.
3001	338 Bgs. Pac Mix 1,50# P aper	16900	lbs.
5087	24 Ea. 60 Ft. Millidet 1 Delay (305-182)	24	ea.
5088	32 Ea. 60 Ft. Millidet 2 Delays (105-042)	32	ea.
5089	32 Ea. 60 Ft. Millidet 3 Delay (401-183)	32	ea.
5090	32 Ea. 60 Ft. Millidet 4 Delay (402-132)	32	ea.
5091	32 Ea. 60 Ft. Millidet 5 Delay (311-142)	32	ea.
5092	32 Ea. 60 Ft. Millidet 6 Delay (308-291)	32	ea.
	24 (311-162)		
	24 (312-303)		
	24 (309-162)		
	24 (402-131)		

Section 7 of conditions, this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor)

PREPAID
YES NO

Received \$
to apply in prepayment of the charges on the property described hereon.

Agent or Cashier
Per
(The signature here acknowledges only the amount prepaid.)

Charges Advanced:
\$

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight.
NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

FROM
PACIFIC POWDER COMPANY
A WHOLLY OWNED
SUBSIDIARY OF
PACCO, INC.

SPECIAL INSTRUCTIONS: MATERIALS ARE DELIVERED MARKED TO AND UNLADEN BY THE SHIPPER. CUSTOMERS ARE RESPONSIBLE FOR UNLOADING.

Placards Required
 Explosive A Blasting Agent Dangerous

Per
13120 Tilly Rd. So. Olympia, WA 98502
Permanent Shipper Address

CARRIER COPY

CONDITIONS OF SALE

This quotation, or any purchase order submitted in reference to this quotation, is subject to final approval or acceptance by Seller after receipt of Buyer's order at the address shown on the face hereof. Any order issued in reference to this quotation must be submitted within 30 days of the date hereof or the quotation is considered withdrawn unless further extension in writing is given by the Seller.

1. **APPLICABLE LAWS** - Any Contract resulting from this order will be subject to applicable state laws governing the Seller's Office from which this sale originates.
2. **TITLE** - If this order provides on the reverse side hereof that material is sold f.o.b. shipping point, even though transportation costs may be included in the price stipulated, title to the products shall pass to the Buyer upon delivery to the carrier at the point of shipment. Neither the Buyer nor the consignee shall have the right to divert or reassign any shipment to any destination other than specified in the bill of lading without permission of the Seller.
3. **WARRANTIES** - There are no conditions or agreements not fully expressed herein. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION APPEARING ON THE FACE HEREOF, EXCEPT THE WARRANTY OF TITLE.
4. **DELAYS** - Seller shall not be liable for any delay in manufacturing or delivery or its performance hereunder due to fires, strikes, differences with workmen, shortage of cars, or trucks, delays in transportation, any government regulations, restrictions or requirements, inability to procure supplies and raw materials, transportation facilities, or other causes beyond our control.
5. **CLAIMS** - The products sold hereinunder shall be subject to our standard manufacturing tolerances, variations and classifications. If materials appear defective, Buyer shall discontinue their use and notify Seller within 10 days after receipt of material so that it may investigate. No claim will be allowed for labor or expense occasioned by the use of defective materials, nor will Seller be responsible for damages beyond the price of the defective material. Claims for errors, deficiencies or imperfections will not be entertained unless made within 10 days after receipt of materials. Material shall not be returned for any reason except by permission of Seller in writing. The carriers are responsible for materials lost or damaged in transit. In case of loss or damage enroute, consignee - as required by the conditions of the Uniform Bill of Lading - must immediately notify the carrier's agent at destination, in writing, in order to substantiate formal claim when presented. It is Buyer's responsibility to pursue claims with the carrier in the event of loss or damage in transit. Seller shall be liable for any costs or expense to Buyer resulting from delays in transit or failure of the carrier to arrive at the consignment location at a specific day or hour.
6. **TECHNICAL ADVICE** - Unless it shall have been expressly agreed thereto in writing, the Seller shall not be responsible for the results of any technical advice in connection with the design, installation or use of the products sold hereunder.
7. **CANCELLATION** - Orders cannot be cancelled or modified, or releases held up by the Buyer after the order is in process, except with the Seller's consent and subject to conditions then to be agreed upon which shall include protection of the Seller against any loss and/or cost incurred.
8. **TAXES** - Any taxes which Seller may be required through assessment or otherwise to pay or collect under any existing or future law upon or with respect to the sale, purchase, delivery, transportation, storage, processing, use or consumption of any of the materials or services covered hereby, including taxes upon or measured by receipts from sales or services shall be for Buyer's account. Buyer shall promptly pay the amount thereof to Seller upon demand but may in lieu of such payment issue tax exemption certificates acceptable to the appropriate taxing authorities, or when appropriate pay applicable taxes to the taxing authorities.
9. **SELLER'S OPTIONS** - Buyer's failure to make payment when due on this or any other order in accordance with Seller's terms or if Seller has any doubt as to Buyer's responsibility shall entitle Seller to defer further shipments, or to bill and hold merchandise for Buyer's account, or to cancel this or other contracts or orders. Seller reserves the right to change terms of payment or fix a limit of credit at any time during the execution of this order. Shipments, deliveries and performance of work shall at all times be subject to the approval of Seller's Credit Department unless full payment is received with the order. Unless provided to the contrary on the face hereof Seller's obligation to perform hereunder shall cease at Seller's election if Seller is not permitted to complete performance within twelve months from date hereof. If Seller commences legal action to enforce any of the terms or conditions of sale, Buyer agrees to be liable to Seller for court costs and reasonable attorney fees in addition to any relief awarded to Seller. Venue may be laid in any place where Seller conducts Business.
10. **NON-WAIVER BY SELLER** - Forbearance or failure of either party to enforce any right hereunder shall not affect, impair or waive any rights in case such default continues, or in case any subsequent default occurs. The Buyer warrants that the Seller's rights to the material, shown on the face hereon, shall not be jeopardized through any form of assignment, without prior written agreement.
11. **ERECTION WORK** - If this order includes erection, Buyer shall notify Seller in writing when materials arrive and Seller will begin work with dispatch, after receipt of such notice, provided the project is ready, with the understanding said work may be done without interruption. It is understood no unusual conditions will be met in the work of erection and Seller shall be paid for any expenses incident to additional work caused thereby.
12. **MODIFICATIONS** - The terms and conditions of sale shall not be modified unless evidenced in writing and signed by Seller.
13. **SERVICE CHARGE** - Past due invoices are subject to monthly service charge at the current applicable rate per month on unpaid balance.
14. **PATENTS** - In the event products furnished hereunder are produced under special specifications of Buyer not customarily followed by Seller, Buyer agrees to save Seller harmless from patent infringements resulting from Seller's compliance with designs and/or specifications (unless originating with Seller) now or hereafter forming part of this contract or with specific written instructions given by Buyer for the purpose of directing the manner in which Seller shall perform this contract.
15. **CURRENCY** - Unless otherwise provided on the face hereof all monetary values are considered to be U.S.A. currency.
16. **BUYER'S ACCEPTANCE** - In the event of conflict between the terms and conditions contained herein and Buyer's purchase order or any other communication, whether written or oral, these said terms and conditions shall govern unless Seller shall have received prompt written objection thereto from Buyer.
17. **DELIVERY** - F.O.B. jobsite means via our equipment where accessible to loaded truck and trailer under its own power. Delivery to be in capacity loads with the exception of the final load which will be delivered in any quantity to complete the project. Pipe will be nested whenever possible and contractor to unload at destination.

Prices apply only to project specified.

PACIFIC POWDER COMPANY

Newberg, OR

DATE

9-7-84

DISPATCHED BY

wfm

TRACTOR NO.

18

TRAILER NO.

YOU ARE INSTRUCTED TO FOLLOW HIGHWAY ROUTES AS FOLLOWS:

219/99W/I-5/I-205/

I-84/97-218 & Return

YOU ARE DISPATCHED TO DEPART AT

4:00

(A.M.)(~~P.M.~~)

9-7-84

(DATE)

ACTUAL DEPARTURE TIME

4:00

(A.M.)(~~P.M.~~)

(DATE)

YOU ARE INSTRUCTED TO DELIVER AT

J. Arlie Bryant Inc. Antelope

(PLACE)

AT

10:00

(A.M.)(~~P.M.~~)

9-7-84

(DATE)

YOU ARE INSTRUCTED THAT YOU MUST WEIGH YOUR TRACTOR AND TRAILER BOTH LOADED AND EMPTY.

SPECIAL INSTRUCTIONS:

THIS SIGNATURE CERTIFIES THAT I HAVE READ THE ABOVE INSTRUCTIONS AND THAT I WILL COMPLY AS DIRECTED. (NOTE: HARD HATS TO BE WORN ON ALL DELIVERIES)

Lloyd Pierce

(DRIVER'S SIGNATURE)

(DRIVER'S SIGNATURE)

any or said property that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Official Southern, Western and Illinois Freight Classifications in effect on the date hereof. If this is a rail or rail-water shipment or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Date 10-8-84 at Newberg, Or.

"This is to certify that the below named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation, according to the applicable regulations of the Department of Transportation."



SHIP TO • **J. Arlie Bryant Inc.**
Antelope, Or.

VIA • **PPC 18**

CARRIER'S NUMBER
NO **4354**
SHIPPER'S NUMBER

STATE P.P. NUMBER:
Ore. 3339

FREIGHT MILES
465

FEDERAL LICENSE NUM
4710-3163

- HIGH EXPLOSIVES, CLASS A EXPLOSIVES (DYNAMITE)
- AMMONIUM NITRATE FUEL / OIL MIXTURE-BLASTING AGENT
- BLASTING AGENT N.O.S. - BLASTING AGENT
- ELECTRIC BLASTING CAPS CLASS C EXPLOSIVES 152 CAPS
- CORDEAU DETONANT FUSE, CLASS C EXPLOSIVE (DETONATING CORD)
- FUSE, SAFETY-CLASS C EXPLOSIVES

UNITS	lbs
360	18000
2	130

99904

SALESMAN	CUSTOMER'S ORDER NO.	DELIVERY DATE	ORDER DATE	CUSTOMER'S PROJECT NO.
Mattila	Verbal	10-8-84	10-4-84	Antelope, Or.

RECEIVED BY:
Ed Howa

CODING	DESCRIPTION	QUANTITY	UNITS	OCTO 84 01	
				360 Bgs.	Pac Mix 1, 50# Paper
3001		18000	lbs.		
5087	308-182 16 Ea. 60 Ft. Millidet 1 Delay	16	ea.		
5088	401-183 16 Ea. 60 Ft. Millidet 2 Delay	16	ea.		
5089	402-132 24 Ea. 60 Ft. Millidet 3 Delay	24	ea.		
5090	308-291 24 Ea. 60 Ft. Millidet 4 Delay	24	ea.		
5091	312-311 303 16 Ea. 60 Ft. Millidet 5 Delay	16	ea.		
5093	24(308-251) 8(308-261) 32 Ea. 60 Ft. Millidet 7 Delay	32	ea.		
5094	310-132 24 Ea. 60 Ft. Millidet 8 Delay	24	ea.		

SPECIAL INSTRUCTIONS: MATERIALS ARE DELIVERED ONLY TO JOB SITES READILY REACHED BY TRUCK UNDER ITS OWN POWER. CUSTOMERS ARE RESPONSIBLE FOR UNLOADING.

Subject to Section 7 of conditions of this shipment is to be delivered to the consignee without recourse on the consignee, the consignee shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor)

PREPAID
YES NO

Received \$
to apply in prepayment of the charges on the property described herein.

Agent or Cashier
Per
(The signature here acknowledges only the amount prepaid.)

Charges Advanced:

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight.
NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

FROM
PACIFIC POWDER COMPANY
A WHOLLY OWNED
SUBSIDIARY OF
PACCO, INC.

Per
13120 Tilly Rd. So. Olympos, WA 98502
Permanent Shipper Address

Lyle De Ost

Placards Required
 Explosive A Blasting Agent Dangerous

CONDITIONS OF SALE

This quotation, or any purchase order submitted in reference to this quotation, is subject to final approval or acceptance by Seller after receipt of Buyer's order at the address shown on the face hereof. Any order issued in reference to this quotation must be submitted within 30 days of the date hereof or the quotation is considered withdrawn unless further extension in writing is given by the Seller.

1. **APPLICABLE LAWS** - Any Contract resulting from this order will be subject to applicable state laws governing the Seller's Office from which this sale originates.
2. **TITLE** - If this order provides on the reverse side hereof that material is sold f.o.b. shipping point, even though transportation costs may be included in the price stipulated, title to the products shall pass to the Buyer upon delivery to the carrier at the point of shipment. Neither the Buyer nor the consignee shall have the right to divert or reconsign any shipment to any destination other than specified in the bill of lading without permission of the Seller.
3. **WARRANTIES** - There are no conditions or agreements not fully expressed herein. **THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION APPEARING ON THE FACE HEREOF, EXCEPT THE WARRANTY OF TITLE.**
4. **DELAYS** - Seller shall not be liable for any delay in manufacturing or delivery or its performance hereunder due to fires, strikes, differences with workmen, shortage of cars, or trucks, delays in transportation, any government regulations, restrictions or requirements, inability to procure supplies and raw materials, transportation facilities, or other causes beyond our control.
5. **CLAIMS** - The products sold hereinunder shall be subject to our standard manufacturing tolerances, variations and classifications. If materials appear defective, Buyer shall discontinue their use and notify Seller within 10 days after receipt of material so that it may investigate. No claim will be allowed for labor or expense occasioned by the use of defective materials, nor will Seller be responsible for damages beyond the price of the defective material. Claims for errors, deficiencies or imperfections will not be entertained unless made within 10 days after receipt of materials. Material shall not be returned for any reason except by permission of Seller in writing. The carriers are responsible for materials lost or damaged in transit. In case of loss or damage enroute, consignee - as required by the conditions of the Uniform Bill of Lading - must immediately notify the carrier's agent at destination, in writing, in order to substantiate formal claim when presented. It is Buyer's responsibility to pursue claims with the carrier in the event of loss or damage in transit. Seller shall be liable for any costs or expense to Buyer resulting from delays in transit or failure of the carrier to arrive at the consignment location at a specific day or hour.
6. **TECHNICAL ADVICE** - Unless it shall have been expressly agreed thereto in writing, the Seller shall not be responsible for the results of any technical advice in connection with the design, installation or use of the products sold hereunder.
7. **CANCELLATION** - Orders cannot be cancelled or modified, or releases held up by the Buyer after the order is in process, except with the Seller's consent and subject to conditions then to be agreed upon which shall include protection of the Seller against any loss and/or cost incurred.
8. **TAXES** - Any taxes which Seller may be required through assessment or otherwise to pay or collect under any existing or future law upon or with respect to the sale, purchase, delivery, transportation, storage, processing, use or consumption of any of the materials or services covered hereby, including taxes upon or measured by receipts from sales or services shall be for Buyer's account. Buyer shall promptly pay the amount thereof to Seller upon demand but may in lieu of such payment issue tax exemption certificates acceptable to the appropriate taxing authorities, or when appropriate pay applicable taxes to the taxing authorities.
9. **SELLER'S OPTIONS** - Buyer's failure to make payment when due on this or any other order in accordance with Seller's terms or if Seller has any doubt as to Buyer's responsibility shall entitle Seller to defer further shipments, or to bill and hold merchandise for Buyer's account, or to cancel this or other contracts or orders. Seller reserves the right to change terms of payment or fix a limit of credit at any time during the execution of this order. Shipments, deliveries and performance of work shall at all times be subject to the approval of Seller's Credit Department unless full payment is received with the order. Unless provided to the contrary on the face hereof Seller's obligation to perform hereunder shall cease at Seller's election if Seller is not permitted to complete performance within twelve months from date hereof. If Seller commences legal action to enforce any of the terms or conditions of sale, Buyer agrees to be liable to Seller for court costs and reasonable attorney fees in addition to any relief awarded to Seller. Venue may be laid in any place where Seller conducts Business.
10. **NON-WAIVER BY SELLER** - Forbearance or failure of either party to enforce any right hereunder shall not affect, impair or waive any rights in case such default continues, or in case any subsequent default occurs. The Buyer warrants that the Seller's rights to the material, shown on the face hereon, shall not be jeopardized through any form of assignment, without prior written agreement.
11. **ERECTION WORK** - If this order includes erection, Buyer shall notify Seller in writing when materials arrive and Seller will begin work with dispatch, after receipt of such notice, provided the project is ready, with the understanding said work may be done without interruption. It is understood no unusual conditions will be met in the work of erection and Seller shall be paid for any expenses incident to additional work caused thereby.
12. **MODIFICATIONS** - The terms and conditions of sale shall not be modified unless evidenced in writing and signed by Seller.
13. **SERVICE CHARGE** - Past due invoices are subject to monthly service charge at the current applicable rate per month on unpaid balance.
14. **PATENTS** - In the event products furnished hereunder are produced under special specifications of Buyer not customarily followed by Seller, Buyer agrees to save Seller harmless from patent infringements resulting from Seller's compliance with designs and/or specifications (unless originating with Seller) now or hereafter forming part of this contract or with specific written instructions given by Buyer for the purpose of directing the manner in which Seller shall perform this contract.
15. **CURRENCY** - Unless otherwise provided on the face hereof all monetary values are considered to be U.S.A. currency.
16. **BUYER'S ACCEPTANCE** - In the event of conflict between the terms and conditions contained herein and Buyer's purchase order or any other communication, whether written or oral, these said terms and conditions shall govern unless Seller shall have received prompt written objection thereto from Buyer.
17. **DELIVERY** - F.O.B. jobsite means via our equipment where accessible to loaded truck and trailer under its own power. Delivery to be in capacity loads with the exception of the final load which will be delivered in any quantity to complete the project. Pipe will be nested whenever possible and contractor to unload at destination.

Prices apply only to project specified.

NOTE: Please read and carefully follow the instructions attached.

TRANSACTION SERIAL NO.
(Begin with "I" and number sequentially)

3098

EXPLOSIVES TRANSACTION RECORD
(NONLICENSEE OR NONPERMITTEE)
(Prepare in duplicate - Type or print in ink)**NOTICE TO DISTRIBUTE (BUYER)**

1. Explosive materials must be stored in conformance with regulations set forth in 27 CFR Part 181. It is unlawful for any person to store any explosive material in a manner not in conformity with these regulations. If the distributee (buyer) will store explosive materials, he should familiarize himself with the storage requirements before he stores such materials.

2. Section 842(k), 18 U.S.C. Chapter 40, provides "It shall be unlawful for any person who has knowledge of the theft or loss of any explosive materials from his stock, to fail to report such theft or loss within twenty-four hours of discovery thereof, to the Secretary

and to appropriate local authorities." To meet this requirement, any theft or loss must be reported within 24 hours by telephone and in writing to the nearest Bureau of Alcohol, Tobacco and Firearms office shown on the attached sheet and to the appropriate local authority. Telephone ATF (Toll-Free) at 800-424-9555 to report all losses or thefts of explosives. For Alaska, Guam, Hawaii, Puerto Rico, or Virgin Islands call collect 202-566-7143.

3. Each business entity acquiring explosive materials shall furnish a current certified list of the names of representatives or agents authorized to acquire explosive materials on behalf of such business entity.

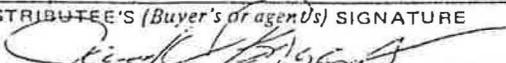
SECTION A - STATEMENT OF DISTRIBUTE OR BUYER

1. DISTRIBUTE (Buyer) J. AZLIE BRYANT INC		2. HEIGHT		3. WEIGHT		4. RACE	
5. SSN (Mandatory)		6. DATE OF BIRTH		7. PLACE OF BIRTH			
8. ADDRESS (No., Street, City, County, State & Zip Code) 2000 W 6TH ST THE DALLES, OR WASCO, CTY		9. SHOW WHAT USE WILL BE MADE OF EXPLOSIVE MATERIALS					
		COAL MINING (Including construction on coal mining property)		AGRICULTURE		SEISMOGRAPHIC RESEARCH	
		OTHER MINING OR QUARRYING		CONSTRUCTION		FIREWORKS DISPLAY	
				ROAD BUILDING		OTHER (Specify)	
10. EXPLOSIVE MATERIALS WILL BE USED AT (Show complete address, including county) Ranch to RAJANESHA NEAR ANTELOPE, OR WASCO CTY		11. EXPLOSIVE MATERIALS WILL BE STORED AT (Show complete address, including county)				12. DATE OF INTENDED USE	
						13. TYPE OF STORAGE MAGAZINE(S) <input type="checkbox"/> INDOOR <input type="checkbox"/> OUTDOOR	
14. DATA OF CORPORATION OR OTHER BUSINESS ENTITY				15. DATA OF AGENT OF CORPORATION OR OTHER BUSINESS ENTITY			
a. PRINCIPAL PLACE OF BUSINESS (Address) THE DALLES, OR				a. NAME AND RESIDENT ADDRESS JACK BRYANT			
b. LOCAL PLACE OF BUSINESS (Address) ANTELOPE, OR				b. PLACE OF BIRTH PORTLAND, OR			
c. EMPLOYER IDENTIFICATION NO. 97-0652534				c. DATE OF BIRTH 4/44			

16. CERTIFICATION OF DISTRIBUTE (Buyer) - An untruthful answer may subject you to criminal prosecution. Each question must be answered with a yes or no.

a. Are you or the corporation or other business entity under charges in an indictment or information in any court for a crime punishable by imprisonment for a term exceeding one year?	No	c. Are you a fugitive from justice?	No
b. Have you or the corporation or other business entity been convicted in any court of a crime punishable by imprisonment for a term exceeding one year? (Note: The actual sentence given by the judge does not matter—a yes answer is necessary if the judge could have given a sentence of more than 1 year. Also, a yes answer is required even if a conviction has been discharged, set aside, or dismissed pursuant to an expungement or rehabilitation statute).	No	d. Are you an unlawful user of, or addicted to, marijuana or a depressant, stimulant, or narcotic drug?	No
		e. Have you been adjudicated mentally defective or have you ever been committed to a mental institution?	No

I hereby certify that the answers to the above are true and correct. I understand that a person who answers any of the above questions in the affirmative is prohibited by Federal law from shipping or transporting any explosive in interstate or foreign commerce or from receiving any explosive which has been shipped or transported in interstate or foreign commerce. I also understand that the making of any false oral or written statement or the exhibiting of any false or misrepresented identification with respect to this transaction is a crime punishable as a felony. I also certify that I have a legitimate use for the explosive materials for the purpose stated in item 9 above and that the explosive materials hereby obtained will be used in such lawful activity at the location stated in item 10 and will be stored at the location specified in item 11, and that I am familiar with all published Federal and State laws and local ordinances related to explosive materials for the location in which I reside and in which I intend to use these explosives.

DISTRIBUTE (Buyer's or agent's) SIGNATURE 	TITLE Pres	DATE 5-24-84
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NOTICE TO DISTRIBUTOR (SELLER)

1. Under 18 U.S.C. Chapter 40 of the Organized Crime Control Act of 1970, explosive materials and certification on this form are designed so that a licensee or permittee may determine if he may lawfully distribute explosive materials to the nonlicensee or non-permittee identified in Section A of this form, and to alert such distributee (buyer) of certain restrictions on the receipt of explosive materials.

2. Explosive materials shall not be distributed to a business entity on the order of a person whose name does not appear on a certified list required by regulations to be furnished by such business entity

and containing the names of representatives or agents authorized to acquire explosive materials on behalf of such business entity.

3. Prior to the delivery at the distributor's premises of explosive materials to an employee of the distributee or to an employee of a carrier transporting explosive materials to the distributee, the distributor so delivering explosive materials shall also obtain an executed ATF Form 4721, Explosives Delivery Record, from such employee before releasing the explosive materials.

4. This form must be kept for not less than five years.

SECTION B - STATEMENT OF DISTRIBUTOR OR SELLER

17. The Person Whose Signature Appears In Section A Is (Check One)

18. The Person Whose Signature Appears In Section A Is (Check One)

- a. The distributee shown in item 1, Section A
- b. Listed as a representative or an agent authorized to acquire explosive materials for distributee shown in item 1, Section A

- a. Is known to me
- b. Has identified himself to me as indicated in items 19 and 20, Section B

19. TYPE OF IDENTIFICATION (Driver's license, etc. Positive identification is required. A Social security card is not positive identification.)
WF Snuttala

20. NUMBER ON IDENTIFICATION
 SALES REP

On the basis of: (1) the statements in Section A; (2) the verification of identity noted in Section B; and (3) my knowledge of Federal and State laws and local ordinances relating to explosive materials, it is my belief that it is not unlawful for me to sell, deliver, or otherwise dispose of the explosive materials described in item 21 or on the attached list to the person identified in Section A.

21. IDENTIFY QUANTITY, SIZE AND TYPE OF EXPLOSIVE MATERIALS INCLUDING NAME OF MANUFACTURER AND ALL MANUFACTURER'S MARKS OF IDENTIFICATION, IF ANY. (If more space is required, attach a list identified by the Transaction Serial Number)

56 EA	60'	MILLIDET	1	DELAY	303-113
			2		309-163
			3		32(311-142) 24(402-101)
			4		308-303
			5		311-152
			6		24(312-303) 32(402-131)
			7		308-261
			8		311-102
			9		48(310-132) 8(402-152)
			10		309-133

22. (Check appropriate boxes)

- THE EXPLOSIVE MATERIALS WERE DELIVERED AT DISTRIBUTEE'S PREMISES.
 - THE EXPLOSIVE MATERIALS WERE DELIVERED AT DISTRIBUTOR'S PREMISES.
- ATF FORM 4721 WAS WAS NOT COMPLETED

23. SELLER'S BUSINESS NAME AND ADDRESS

Pacific Powder, Pipe & Supply, Inc.
 114 N. Edwards Street
 Newberg, Oregon 97132

24. SELLER'S LICENSE OR PERMIT NO.

90R036264500061

25. SELLER'S SIGNATURE

WF Snuttala

26. TITLE

Sales Rep.

27. TRANSACTION DATE

5-25-84

3085

EXPLOSIVES TRANSACTION RECORD

(NONLICENSEE OR NONPERMITTEE)

(Prepare in duplicate - Type or print in ink)

NOTICE TO DISTRIBUTE (BUYER)

1. Explosive materials must be stored in conformance with regulations set forth in 27 CFR Part 181. It is unlawful for any person to store any explosive material in a manner not in conformance with these regulations. If the distributee (buyer) will store explosive materials, he should familiarize himself with the storage requirements before he stores such materials.

2. Section 842(k), 18 U.S.C. Chapter 40, provides "It shall be unlawful for any person who has knowledge of the theft or loss of any explosive materials from his stock, to fail to report such theft or loss within twenty-four hours of discovery thereof, to the Secretary

and to appropriate local authorities." To meet this requirement, any theft or loss must be reported within 24 hours by telephone and in writing to the nearest Bureau of Alcohol, Tobacco and Firearms office shown on the attached sheet and to the appropriate local authority. Telephone ATF (Toll-Free) at 800-424-9555 to report all losses or thefts of explosives. For Alaska, Guam, Hawaii, Puerto Rico, or Virgin Islands call collect 202-566-7143.

3. Each business entity acquiring explosive materials shall furnish a current certified list of the names of representatives or agents authorized to acquire explosive materials on behalf of such business entity.

SECTION A - STATEMENT OF DISTRIBUTE OR BUYER

1. DISTRIBUTE (Buyer) J ARLIE BRYANT INC,		2. HEIGHT		3. WEIGHT		4. RACE		
5. SSN (Mandatory)		6. DATE OF BIRTH		7. PLACE OF BIRTH				
8. ADDRESS (No., Street, City, County, State & Zip Code) 2000 W. 6TH ST. THE DALLES, OREGON 97058 HOOD RIVER COUNTY		9. SHOW WHAT USE WILL BE MADE OF EXPLOSIVE MATERIALS						
		COAL MINING (Including construction on coal mining property)		AGRICULTURE		SEISMOGRAPHIC RESEARCH		
		OTHER MINING OR QUARRYING		CONSTRUCTION		FIREWORKS DISPLAY		
				ROAD BUILDING		OTHER (Specify)		
10. EXPLOSIVE MATERIALS WILL BE USED AT (Show complete address, including county) RAJNEESH PUKAM NEAR ANTELOPE, OR. WASCO COUNTY		11. EXPLOSIVE MATERIALS WILL BE STORED AT (Show complete address, including county) SAME AS 10		12. DATE OF INTENDED USE		13. TYPE OF STORAGE MAGAZINE(S) <input type="checkbox"/> INDOOR <input checked="" type="checkbox"/> OUTDOOR		
14. DATA OF CORPORATION OR OTHER BUSINESS ENTITY				15. DATA OF AGENT OF CORPORATION OR OTHER BUSINESS ENTITY				
a. PRINCIPAL PLACE OF BUSINESS (Address) SAME AS 8				a. NAME AND RESIDENT ADDRESS SAME AS 10				
b. LOCAL PLACE OF BUSINESS (Address) SAME AS 8								
c. EMPLOYER IDENTIFICATION NO. 91-0652534		b. PLACE OF BIRTH IDAHO		c. DATE OF BIRTH 8/31/44				
16. CERTIFICATION OF DISTRIBUTE (Buyer) - An untruthful answer may subject you to criminal prosecution. Each question must be answered with a yes or no.								
a. Are you or the corporation or other business entity under charges in an indictment or information in any court for a crime punishable by imprisonment for a term exceeding one year?		NA		c. Are you a fugitive from justice?				NO
b. Have you or the corporation or other business entity been convicted in any court of a crime punishable by imprisonment for a term exceeding one year? (Note: The actual sentence given by the judge does not matter—a yes answer is necessary if the judge could have given a sentence of more than 1 year. Also, a yes answer is required even if a conviction has been discharged, set aside, or dismissed pursuant to an expungement or rehabilitation statute).		NO		d. Are you an unlawful user of, or addicted to, marijuana or a depressant, stimulant, or narcotic drug?				NO
				e. Have you been adjudicated mentally defective or have you ever been committed to a mental institution?				NO

I hereby certify that the answers to the above are true and correct. I understand that a person who answers any of the above questions in the affirmative is prohibited by Federal law from shipping or transporting any explosive in interstate or foreign commerce or from receiving any explosive which has been shipped or transported in interstate or foreign commerce. I also understand that the making of any false oral or written statement or the exhibiting of any false or misrepresented identification with respect to this transaction is a crime punishable as a felony. I also certify that I have a legitimate use for the explosive materials for the purpose stated in item 9 above and that the explosive materials hereby obtained will be used in such lawful activity at the location stated in item 10 and will be stored at the location specified in item 11, and that I am familiar with all published Federal and State laws and local ordinances related to explosive materials for the location in which I reside and in which I intend to use these explosives.

DISTRIBUTE'S (Buyer's or agent's) SIGNATURE Lyle G. Noles		TITLE Partner		DATE 3-2-84	
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NOTICE TO DISTRIBUTOR (SELLER)

1. Under 18 U.S.C. Chapter 40 of the Organized Crime Control Act of 1970, explosive materials and certification on this form are designed so that a licensee or permittee may determine if he may lawfully distribute explosive materials to the nonlicensee or non-permittee identified in Section A of this form, and to alert such distributee (buyer) of certain restrictions on the receipt of explosive materials.

2. Explosive materials shall not be distributed to a business entity on the order of a person whose name does not appear on a certified list required by regulations to be furnished by such business entity

and containing the names of representatives or agents authorized to acquire explosive materials on behalf of such business entity.

3. Prior to the delivery at the distributor's premises of explosive materials to an employee of the distributee or to an employee of a carrier transporting explosive materials to the distributee, the distributor so delivering explosive materials shall also obtain an executed ATF Form 4721, Explosives Delivery Record, from such employee before releasing the explosive materials.

4. This form must be kept for not less than five years.

SECTION B - STATEMENT OF DISTRIBUTOR OR SELLER

17. The Person Whose Signature Appears In Section A Is (Check One)

18. The Person Whose Signature Appears In Section A Is (Check One)

a. The distributee shown in item 1, Section A

b. Listed as a representative or an agent authorized to acquire explosive materials for distributee shown in item 1, Section A

a. Is known to me

b. Has identified himself to me as indicated in items 19 and 20, Section B

19. TYPE OF IDENTIFICATION (Driver's license, etc. Positive identification is required. A Social security card is not positive identification.)

20. NUMBER ON IDENTIFICATION

Lerald Smith

DRIVER

On the basis of: (1) the statements in Section A; (2) the verification of identity noted in Section B; and (3) my knowledge of Federal and State laws and local ordinances relating to explosive materials, it is my belief that it is not unlawful for me to sell, deliver, or otherwise dispose of the explosive materials described in item 21 or on the attached list to the person identified in Section A.

21. IDENTIFY QUANTITY, SIZE AND TYPE OF EXPLOSIVE MATERIALS INCLUDING NAME OF MANUFACTURER AND ALL MANUFACTURER'S MARKS OF IDENTIFICATION, IF ANY. (If more space is required, attach a list identified by the Transaction Serial Number)

100 CS UNIBEL 2 X 16 (TS) JAN0384J1

254 BGS PAC MIX 1,50# PAPER 1/MAR298401

253/APR 278401

22. (Check appropriate boxes)

THE EXPLOSIVE MATERIALS WERE DELIVERED AT DISTRIBUTEE'S PREMISES.

THE EXPLOSIVE MATERIALS WERE DELIVERED AT DISTRIBUTOR'S PREMISES.

ATF FORM 4721 WAS WAS NOT COMPLETED

23. SELLER'S BUSINESS NAME AND ADDRESS

Pacific Powder, Pipe & Supply, Inc.
114 N. Edwards Street
Newberg, Oregon 97132

24. SELLER'S LICENSE OR PERMIT NO.

90R036264-00061

25. SELLER'S SIGNATURE

Lerald Smith

26. TITLE

Sales Rep.

27. TRANSACTION DATE

5-14-84

EXPLOSIVES TRANSACTION RECORD

(NONLICENSEE OR NONPERMITTEE)
(Prepare in duplicate - Type or print in ink)

NOTE: Please read and carefully follow the instructions attached.

TRANSACTION SERIAL NO.
(Begin with "1" and number sequentially)

3108

NOTICE TO DISTRIBUTE (BUYER)

1. Explosive materials must be stored in conformance with regulations set forth in 27 CFR Part 181. It is unlawful for any person to store any explosive material in a manner not in conformity with these regulations. If the distributee (buyer) will store explosive materials, he should familiarize himself with the storage requirements before he stores such materials.

2. Section 842(k), 18 U.S.C. Chapter 40, provides "It shall be unlawful for any person who has knowledge of the theft or loss of any explosive materials from his stock, to fail to report such theft or loss within twenty-four hours of discovery thereof, to the Secretary

and to appropriate local authorities." To meet this requirement, any theft or loss must be reported within 24 hours by telephone and in writing to the nearest Bureau of Alcohol, Tobacco and Firearms office shown on the attached sheet and to the appropriate local authority. Telephone ATF (Toll-Free) at 800-424-9555 to report all losses or thefts of explosives. For Alaska, Guam, Hawaii, Puerto Rico, or Virgin Islands call collect 202-566-7143.

3. Each business entity acquiring explosive materials shall furnish a current certified list of the names of representatives or agents authorized to acquire explosive materials on behalf of such business entity.

SECTION A - STATEMENT OF DISTRIBUTE OR BUYER

1. DISTRIBUTE (Buyer) J. ARLIE BRYANT INC		2. HEIGHT		3. WEIGHT		4. RACE	
		5. SSN (Mandatory)		6. DATE OF BIRTH		7. PLACE OF BIRTH	
8. ADDRESS (No., Street, City, County, State & Zip Code) 2000 W. 6TH ST THE DALLES, OR WASCO		9. SHOW WHAT USE WILL BE MADE OF EXPLOSIVE MATERIALS					
		COAL MINING (Including construction on coal mining property)		AGRICULTURE		SEISMOGRAPHIC RESEARCH	
		OTHER MINING OR QUARRYING		CONSTRUCTION		FIREWORKS DISPLAY	
				ROAD BUILDING		OTHER (Specify)	
				OIL WELL DRILLING			
10. EXPLOSIVE MATERIALS WILL BE USED AT (Show complete address, including county) RANCHO RAINESSEE NEAR ANTELOPE, OR WASCO		11. EXPLOSIVE MATERIALS WILL BE STORED AT (Show complete address, including county) SAME AS # 10				12. DATE OF INTENDED USE 6-84	
						13. TYPE OF STORAGE MAGAZINE(S) <input type="checkbox"/> INDOOR <input checked="" type="checkbox"/> OUTDOOR	
14. DATA OF CORPORATION OR OTHER BUSINESS ENTITY				15. DATA OF AGENT OF CORPORATION OR OTHER BUSINESS ENTITY			
a. PRINCIPAL PLACE OF BUSINESS (Address) THE DALLES, OR				a. NAME AND RESIDENT ADDRESS JACK BRYANT			
b. LOCAL PLACE OF BUSINESS (Address) ANTELOPE, OR				b. PLACE OF BIRTH BOISE, IDAHO			
c. EMPLOYER IDENTIFICATION NO. APPLIED FOR				c. DATE OF BIRTH 8-31-44			
16. CERTIFICATION OF DISTRIBUTE (Buyer) - An untruthful answer may subject you to criminal prosecution. Each question must be answered with a yes or no.							
a. Are you or the corporation or other business entity under charges in an indictment or information in any court for a crime punishable by imprisonment for a term exceeding one year?		No		c. Are you a fugitive from justice?		No	
b. Have you or the corporation or other business entity been convicted in any court of a crime punishable by imprisonment for a term exceeding one year? (Note: The actual sentence given by the judge does not matter—a yes answer is necessary if the judge could have given a sentence of more than 1 year. Also, a yes answer is required even if a conviction has been discharged, set aside, or dismissed pursuant to an expungement or rehabilitation statute).		No		d. Are you an unlawful user of, or addicted to, marijuana or a depressant, stimulant, or narcotic drug?		No	
				e. Have you been adjudicated mentally defective or have you ever been committed to a mental institution?		No	
I hereby certify that the answers to the above are true and correct. I understand that a person who answers any of the above questions in the affirmative is prohibited by Federal law from shipping or transporting any explosive in interstate or foreign commerce or from receiving any explosive which has been shipped or transported in interstate or foreign commerce. I also understand that the making of any false oral or written statement or the exhibiting of any false or misrepresented identification with respect to this transaction is a crime punishable as a felony. I also certify that I have a legitimate use for the explosive materials for the purpose stated in item 9 above and that the explosive materials hereby obtained will be used in such lawful activity at the location stated in item 10 and will be stored at the location specified in item 11, and that I am familiar with all published Federal and State laws and local ordinances related to explosive materials for the location in which I reside and in which I intend to use these explosives.							
DISTRIBUTE (Buyer's or agent's) SIGNATURE				TITLE OWNER		DATE 6-22-84	

NOTICE TO DISTRIBUTOR (SELLER)

1. Under 18 U.S.C. Chapter 40 of the Organized Crime Control Act of 1970, explosive materials and certification on this form are designed so that a licensee or permittee may determine if he may lawfully distribute explosive materials to the nonlicensee or non-permittee identified in Section A of this form, and to alert such distributee (buyer) of certain restrictions on the receipt of explosive materials.

2. Explosive materials shall not be distributed to a business entity on the order of a person whose name does not appear on a certified list required by regulations to be furnished by such business entity

and containing the names of representatives or agents authorized to acquire explosive materials on behalf of such business entity.

3. Prior to the delivery at the distributor's premises of explosive materials to an employee of the distributee or to an employee of a carrier transporting explosive materials to the distributee, the distributor so delivering explosive materials shall also obtain an executed ATF Form 4721, Explosives Delivery Record, from such employee before releasing the explosive materials.

4. This form must be kept for not less than five years.

SECTION B - STATEMENT OF DISTRIBUTOR OR SELLER

17. The Person Whose Signature Appears In Section A Is (Check One)

18. The Person Whose Signature Appears In Section A Is (Check One)

a. The distributee shown in item 1, Section A

a. Is known to me

b. Listed as a representative or an agent authorized to acquire explosive materials for distributee shown in item 1, Section A

b. Has identified himself to me as indicated in items 19 and 20, Section B

19. TYPE OF IDENTIFICATION (Driver's license, etc. Positive identification is required. A Social security card is not positive identification.)

20. NUMBER ON IDENTIFICATION

W. J. Mattelle

Sales Rep.

On the basis of: (1) the statements in Section A; (2) the verification of identity noted in Section B; and (3) my knowledge of Federal and State laws and local ordinances relating to explosive materials, it is my belief that it is not unlawful for me to sell, deliver, or otherwise dispose of the explosive materials described in item 21 or on the attached list to the person identified in Section A.

21. IDENTIFY QUANTITY, SIZE AND TYPE OF EXPLOSIVE MATERIALS INCLUDING NAME OF MANUFACTURER AND ALL MANUFACTURER'S MARKS OF IDENTIFICATION, IF ANY. (If more space is required, attach a list identified by the Transaction Serial Number)

30 EA. 30 FT. MULLIDET

1 DELAY

15 (204-152)

15 (005-141)

2

15 (111-112)

15 (002-023)

3

309-203

4

15 (310-313)

15 (311-291)

5

309-223

6

15 (311-011)

15 (305-62)

7

15 (302-102)

15 (302-252)

8

15 (310-031)

15 (303-222)

22. (Check appropriate boxes)

THE EXPLOSIVE MATERIALS WERE DELIVERED AT DISTRIBUTEE'S PREMISES.

THE EXPLOSIVE MATERIALS WERE DELIVERED AT DISTRIBUTOR'S PREMISES.

ATF FORM 4721 WAS WAS NOT COMPLETED

23. SELLER'S BUSINESS NAME AND ADDRESS

Pacific Powder, Pipe & Supply, Inc.
114 N. Edwards Street
Newberg, Oregon 97132

24. SELLER'S LICENSE OR PERMIT NO.

65
89R0362617-00061

25. SELLER'S SIGNATURE

W. J. Mattelle

26. TITLE

S Sales Rep.

27. TRANSACTION DATE

6.22.84

EXPLOSIVES TRANSACTION RECORD

(NONLICENSEE OR NONPERMITTEE)

(Prepare in duplicate - Type or print in ink)

NOTE: Please read and carefully follow the instructions attached.

TRANSACTION SERIAL NO.
(Begin with "1" and number sequentially)

3123

NOTICE TO DISTRIBUTE (BUYER)

1. Explosive materials must be stored in conformance with regulations set forth in 27 CFR Part 181. It is unlawful for any person to store any explosive material in a manner not in conformity with these regulations. If the distributee (buyer) will store explosive materials, he should familiarize himself with the storage requirements before he stores such materials.

2. Section 842(k), 18 U.S.C. Chapter 40, provides "It shall be unlawful for any person who has knowledge of the theft or loss of any explosive materials from his stock, to fail to report such theft or loss within twenty-four hours of discovery thereof, to the Secretary

and to appropriate local authorities." To meet this requirement, any theft or loss must be reported within 24 hours by telephone and in writing to the nearest Bureau of Alcohol, Tobacco and Firearms office shown on the attached sheet and to the appropriate local authority. Telephone ATF (Toll-Free) at 800-424-9555 to report all losses or thefts of explosives. For Alaska, Guam, Hawaii, Puerto Rico, or Virgin Islands call collect 202-566-7143.

3. Each business entity acquiring explosive materials shall furnish a current certified list of the names of representatives or agents authorized to acquire explosive materials on behalf of such business entity.

SECTION A - STATEMENT OF DISTRIBUTE OR BUYER

1. DISTRIBUTE (Buyer) J. ARLIE BRYANT INC		2. HEIGHT		3. WEIGHT		4. RACE	
		5. SSN (Mandatory)		6. DATE OF BIRTH		7. PLACE OF BIRTH	
8. ADDRESS (No., Street, City, County, State & Zip Code) 2000 W. 6TH ST. THE DALLES, OR WASCO		9. SHOW WHAT USE WILL BE MADE OF EXPLOSIVE MATERIALS					
		COAL MINING (Including construction on coal mining property)		AGRICULTURE		SEISMOGRAPHIC RESEARCH	
		OTHER MINING OR QUARRYING		CONSTRUCTION		FIREWORKS DISPLAY	
				ROAD BUILDING		OTHER (Specify)	
				OIL WELL DRILLING			
10. EXPLOSIVE MATERIALS WILL BE USED AT (Show complete address, including county) RANCHO RAJNEESH NEAR ANTELOPE, OR WASCO		11. EXPLOSIVE MATERIALS WILL BE STORED AT (Show complete address, including county) SAME AS # 10				12. DATE OF INTENDED USE 7-84	
						13. TYPE OF STORAGE MAGAZINE(S) <input type="checkbox"/> INDOOR <input checked="" type="checkbox"/> OUTDOOR	
14. DATA OF CORPORATION OR OTHER BUSINESS ENTITY				15. DATA OF AGENT OF CORPORATION OR OTHER BUSINESS ENTITY			
a. PRINCIPAL PLACE OF BUSINESS (Address) THE DALLES, OR				a. NAME AND RESIDENT ADDRESS			
b. LOCAL PLACE OF BUSINESS (Address) ANTELOPE, OR							
c. EMPLOYER IDENTIFICATION NO. 97-0652534				b. PLACE OF BIRTH		c. DATE OF BIRTH	
16. CERTIFICATION OF DISTRIBUTE (Buyer) - An untruthful answer may subject you to criminal prosecution. Each question must be answered with a yes or no.							
a. Are you or the corporation or other business entity under charges in an indictment or information in any court for a crime punishable by imprisonment for a term exceeding one year?				No		c. Are you a fugitive from justice?	
b. Have you or the corporation or other business entity been convicted in any court of a crime punishable by imprisonment for a term exceeding one year? (Note: The actual sentence given by the judge does not matter—a yes answer is necessary if the judge could have given a sentence of more than 1 year. Also, a yes answer is required even if a conviction has been discharged, set aside, or dismissed pursuant to an expungement or rehabilitation statute).				No		d. Are you an unlawful user of, or addicted to, marijuana or a depressant, stimulant, or narcotic drug?	
						e. Have you been adjudicated mentally defective or have you ever been committed to a mental institution?	
						No	
I hereby certify that the answers to the above are true and correct. I understand that a person who answers any of the above questions in the affirmative is prohibited by Federal law from shipping or transporting any explosive in interstate or foreign commerce or from receiving any explosive which has been shipped or transported in interstate or foreign commerce. I also understand that the making of any false oral or written statement or the exhibiting of any false or misrepresented identification with respect to this transaction is a crime punishable as a felony. I also certify that I have a legitimate use for the explosive materials for the purpose stated in item 9 above and that the explosive materials hereby obtained will be used in such lawful activity at the location stated in item 10 and will be stored at the location specified in item 11, and that I am familiar with all published Federal and State laws and local ordinances related to explosive materials for the location in which I reside and in which I intend to use these explosives.							
DISTRIBUTE (Buyer or agent's) SIGNATURE				TITLE		DATE	
				Pres		7-27-84	

NOTICE TO DISTRIBUTOR (SELLER)

1. Under 18 U.S.C. Chapter 40 of the Organized Crime Control Act of 1970, explosive materials and certification on this form are designed so that a licensee or permittee may determine if he may lawfully distribute explosive materials to the nonlicensee or non-permittee identified in Section A of this form, and to alert such distributee (buyer) of certain restrictions on the receipt of explosive materials.

and containing the names of representatives or agents authorized to acquire explosive materials on behalf of such business entity.

2. Explosive materials shall not be distributed to a business entity on the order of a person whose name does not appear on a certified list required by regulations to be furnished by such business entity

3. Prior to the delivery at the distributor's premises of explosive materials to an employee of the distributee or to an employee of a carrier transporting explosive materials to the distributee, the distributor so delivering explosive materials shall also obtain an executed ATF Form 4721, Explosives Delivery Record, from such employee before releasing the explosive materials.

4. This form must be kept for not less than five years.

SECTION B - STATEMENT OF DISTRIBUTOR OR SELLER

17. The Person Whose Signature Appears In Section A Is *(Check One)* 18. The Person Whose Signature Appears In Section A Is *(Check One)*

<input type="checkbox"/> a. The distributee shown in item 1, Section A	<input checked="" type="checkbox"/> a. Is known to me
<input checked="" type="checkbox"/> b. Listed as a representative or an agent authorized to acquire explosive materials for distributee shown in item 1, Section A	<input type="checkbox"/> b. Has identified himself to me as indicated in items 19 and 20, Section B

19. TYPE OF IDENTIFICATION *(Driver's license, etc. Positive identification is required. A Social security card is not positive identification.)*
WJ Mattela

20. NUMBER ON IDENTIFICATION
SALES REP

On the basis of: (1) the statements in Section A; (2) the verification of identity noted in Section B; and (3) my knowledge of Federal and State laws and local ordinances relating to explosive materials, it is my belief that it is not unlawful for me to sell, deliver, or otherwise dispose of the explosive materials described in item 21 or on the attached list to the person identified in Section A.

21. IDENTIFY QUANTITY, SIZE AND TYPE OF EXPLOSIVE MATERIALS INCLUDING NAME OF MANUFACTURER AND ALL MANUFACTURER'S MARKS OF IDENTIFICATION, IF ANY. *(If more space is required, attach a list identified by the Transaction Serial Number)*

*360 BGS Pac Mix 1, 50# PAPER MAY228401
 JUL 8401*

<i>15 EA.</i>	<i>30 FT.</i>	<i>MILLIDET</i>	<i>1</i>	<i>DELAY</i>	<i>001-083</i>
<i> </i>	<i> </i>	<i> </i>	<i>2</i>	<i> </i>	<i>004-023</i>
			<i>3</i>		<i>309-203</i>
			<i>4</i>		<i>311-291</i>
			<i>5</i>		<i>309-223</i>
			<i>6</i>		<i>309-302</i>
			<i>7</i>		<i>302-252</i>
			<i>8</i>		<i>303-222</i>

22. *(Check appropriate boxes)*
 THE EXPLOSIVE MATERIALS WERE DELIVERED AT DISTRIBUTEE'S PREMISES.
 THE EXPLOSIVE MATERIALS WERE DELIVERED AT DISTRIBUTOR'S PREMISES.
 ATF FORM 4721 WAS WAS NOT COMPLETED

23. SELLER'S BUSINESS NAME AND ADDRESS
*Pacific Powder, Pipe & Supply, Inc
 114 N. Edwards Street
 Newberg, Oregon 97132*

24. SELLER'S LICENSE OR PERMIT NO.
*65
 90R036267-00061*

25. SELLER'S SIGNATURE
WJ Mattela

26. TITLE
Sales Rep.

27. TRANSACTION DATE
7-27-84

EXPLOSIVES TRANSACTION RECORD

(NONLICENSEE OR NONPERMITTEE)

(Prepare in duplicate - Type or print in ink)

NOTE: Please read and carefully follow the instructions attached.

TRANSACTION SERIAL NO.
(Begin with "1" and number sequentially)

3130

NOTICE TO DISTRIBUTE (BUYER)

1. Explosive materials must be stored in conformance with regulations set forth in 27 CFR Part 181. It is unlawful for any person to store any explosive material in a manner not in conformity with these regulations. If the distributee (buyer) will store explosive materials, he should familiarize himself with the storage requirements before he stores such materials.

2. Section 842(k), 18 U.S.C. Chapter 40, provides "It shall be unlawful for any person who has knowledge of the theft or loss of any explosive materials from his stock, to fail to report such theft or loss within twenty-four hours of discovery thereof, to the Secretary

and to appropriate local authorities." To meet this requirement, any theft or loss must be reported within 24 hours by telephone and in writing to the nearest Bureau of Alcohol, Tobacco and Firearms office shown on the attached sheet and to the appropriate local authority. Telephone ATF (Toll-Free) at 800-424-9555 to report all losses or thefts of explosives. For Alaska, Guam, Hawaii, Puerto Rico, or Virgin Islands call collect 202-566-7143.

3. Each business entity acquiring explosive materials shall furnish a current certified list of the names of representatives or agents authorized to acquire explosive materials on behalf of such business entity.

SECTION A - STATEMENT OF DISTRIBUTE OR BUYER

1. DISTRIBUTE (Buyer) J. Arlie Bryant INC		2. HEIGHT	3. WEIGHT	4. RACE
8. ADDRESS (No., Street, City, County, State & Zip Code) 2000 6TH ST. THE DALLES, OR WASCO		5. SSN (Mandatory)	6. DATE OF BIRTH	7. PLACE OF BIRTH
10. EXPLOSIVE MATERIALS WILL BE USED AT (Show complete address, including county) RANCHO RAHNEES (WASCO) NERE ANTELOPE		9. SHOW WHAT USE WILL BE MADE OF EXPLOSIVE MATERIALS		
		COAL MINING (Including construction on coal mining property)	AGRICULTURE	SEISMOGRAPHIC RESEARCH
		OTHER MINING OR QUARRYING	CONSTRUCTION	FIREWORKS DISPLAY
			ROAD BUILDING	OTHER (Specify)
			OIL WELL DRILLING	
14. DATA OF CORPORATION OR OTHER BUSINESS ENTITY		11. EXPLOSIVE MATERIALS WILL BE STORED AT (Show complete address, including county) SAME AS # 10		12. DATE OF INTENDED USE
a. PRINCIPAL PLACE OF BUSINESS (Address) THE DALLES, OR.		15. DATA OF AGENT OF CORPORATION OR OTHER BUSINESS ENTITY		13. TYPE OF STORAGE MAGAZINE(S) <input type="checkbox"/> INDOOR <input checked="" type="checkbox"/> OUTDOOR
b. LOCAL PLACE OF BUSINESS (Address) ANTELOPE, OR.		a. NAME AND RESIDENT ADDRESS		
c. EMPLOYER IDENTIFICATION NO. 97-0652534		b. PLACE OF BIRTH		c. DATE OF BIRTH
16. CERTIFICATION OF DISTRIBUTE (Buyer) - An untruthful answer may subject you to criminal prosecution. Each question must be answered with a yes or no.				
a. Are you or the corporation or other business entity under charges in an indictment or information in any court for a crime punishable by imprisonment for a term exceeding one year?		c. Are you a fugitive from justice?		
NO		NO		
b. Have you or the corporation or other business entity been convicted in any court of a crime punishable by imprisonment for a term exceeding one year? (Note: The actual sentence given by the judge does not matter—a yes answer is necessary if the judge could have given a sentence of more than 1 year. Also, a yes answer is required even if a conviction has been discharged, set aside, or dismissed pursuant to an expungement or rehabilitation statute).		d. Are you an unlawful user of, or addicted to, marijuana or a depressant, stimulant, or narcotic drug?		
NO		NO		
		e. Have you been adjudicated mentally defective or have you ever been committed to a mental institution?		
		NO		
I hereby certify that the answers to the above are true and correct. I understand that a person who answers any of the above questions in the affirmative is prohibited by Federal law from shipping or transporting any explosive in interstate or foreign commerce or from receiving any explosive which has been shipped or transported in interstate or foreign commerce. I also understand that the making of any false oral or written statement or the exhibiting of any false or misrepresented identification with respect to this transaction is a crime punishable as a felony. I also certify that I have a legitimate use for the explosive materials for the purpose stated in item 9 above and that the explosive materials hereby obtained will be used in such lawful activity at the location stated in item 10 and will be stored at the location specified in item 11, and that I am familiar with all published Federal and State laws and local ordinances related to explosive materials for the location in which I reside and in which I intend to use these explosives.				
DISTRIBUTE (Buyer's or agent's) SIGNATURE		TITLE		DATE
		Pres.		8-3-93

NOTICE TO DISTRIBUTOR (SELLER)

1. Under 18 U.S.C. Chapter 40 of the Organized Crime Control Act of 1970, explosive materials and certification on this form are designed so that a licensee or permittee may determine if he may lawfully distribute explosive materials to the nonlicensee or non-permittee identified in Section A of this form, and to alert such distributee (buyer) of certain restrictions on the receipt of explosive materials.

2. Explosive materials shall not be distributed to a business entity on the order of a person whose name does not appear on a certified list required by regulations to be furnished by such business entity

and containing the names of representatives or agents authorized to acquire explosive materials on behalf of such business entity.

3. Prior to the delivery at the distributor's premises of explosive materials to an employee of the distributee or to an employee of a carrier transporting explosive materials to the distributee, the distributor so delivering explosive materials shall also obtain an executed ATF Form 4721, Explosives Delivery Record, from such employee before releasing the explosive materials.

4. This form must be kept for not less than five years.

SECTION B - STATEMENT OF DISTRIBUTOR OR SELLER

17. The Person Whose Signature Appears In Section A Is <i>(Check One)</i>		18. The Person Whose Signature Appears In Section A Is <i>(Check One)</i>	
<input type="checkbox"/>	a. The distributee shown in item 1, Section A	<input checked="" type="checkbox"/>	a. Is known to me
<input checked="" type="checkbox"/>	b. Listed as a representative or an agent authorized to acquire explosive materials for distributee shown in item 1, Section A	<input type="checkbox"/>	b. Has identified himself to me as indicated in items 19 and 20, Section B

19. TYPE OF IDENTIFICATION <i>(Driver's license, etc. Positive identification is required. A Social security card is not positive identification.)</i> <i>Lloyd C Pierce</i>	20. NUMBER ON IDENTIFICATION <i>TRUCK DRIVER</i>
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On the basis of: (1) the statements in Section A; (2) the verification of identity noted in Section B; and (3) my knowledge of Federal and State laws and local ordinances relating to explosive materials, it is my belief that it is not unlawful for me to sell, deliver, or otherwise dispose of the explosive materials described in item 21 or on the attached list to the person identified in Section A.

21. IDENTIFY QUANTITY, SIZE AND TYPE OF EXPLOSIVE MATERIALS INCLUDING NAME OF MANUFACTURER AND ALL MANUFACTURER'S MARKS OF IDENTIFICATION, IF ANY. *(If more space is required, attach a list identified by the Transaction Serial Number)*

7 CS. Gelamite D 2X16 (TT) JAN 384J1
 64 CS. Unigel 2X16(TS) 10(JUN 13 84J1) 50(JUN 18 84J1) 4(JUN 5 84J1)
 220 CS. PAC MIX 150lbs. (JUL 25 8401)

22. *(Check appropriate boxes)*

THE EXPLOSIVE MATERIALS WERE DELIVERED AT DISTRIBUTEE'S PREMISES.
 THE EXPLOSIVE MATERIALS WERE DELIVERED AT DISTRIBUTOR'S PREMISES.
 ATF FORM 4721 WAS WAS NOT COMPLETED

23. SELLER'S BUSINESS NAME AND ADDRESS Pacific Powder, Pipe & Supply, Inc. 114 N. Edwards Street Newberg, Oregon 97132	24. SELLER'S LICENSE OR PERMIT NO. 90R03626E500061
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25. SELLER'S SIGNATURE <i>Lloyd Pierce</i>	26. TITLE	27. TRANSACTION DATE <i>8-3-84</i>
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EXPLOSIVES TRANSACTION RECORD

(NONLICENSEE OR NONPERMITEE)

(Prepare in duplicate - Type or print in ink)

NOTE: Please read and carefully follow the instructions attached.

TRANSACTION SERIAL NO.
(Begin with "1" and number sequentially)

3136

NOTICE TO DISTRIBUTE (BUYER)

1. Explosive materials must be stored in conformance with regulations set forth in 27 CFR Part 181. It is unlawful for any person to store any explosive material in a manner not in conformity with these regulations. If the distributee (buyer) will store explosive materials, he should familiarize himself with the storage requirements before he stores such materials.

2. Section 842(k), 18 U.S.C. Chapter 40, provides "It shall be unlawful for any person who has knowledge of the theft or loss of any explosive materials from his stock, to fail to report such theft or loss within twenty-four hours of discovery thereof, to the Secretary

and to appropriate local authorities." To meet this requirement, any theft or loss must be reported within 24 hours by telephone and in writing to the nearest Bureau of Alcohol, Tobacco and Firearms office shown on the attached sheet and to the appropriate local authority. Telephone ATF (Toll-Free) at 800-424-9555 to report all losses or thefts of explosives. For Alaska, Guam, Hawaii, Puerto Rico, or Virgin Islands call collect 202-566-7143.

3. Each business entity acquiring explosive materials shall furnish a current certified list of the names of representatives or agents authorized to acquire explosive materials on behalf of such business entity.

SECTION A - STATEMENT OF DISTRIBUTE OR BUYER

1. DISTRIBUTE (Buyer)		2. HEIGHT		3. WEIGHT		4. RACE	
5. SSN (Mandatory)		6. DATE OF BIRTH		7. PLACE OF BIRTH			
8. ADDRESS (No., Street, City, County, State & Zip Code) <i>J. Arlie Bryant</i> <i>2000 W. 6th St.</i> <i>The Dalles, Or.</i> <i>(Wassco)</i>		9. SHOW WHAT USE WILL BE MADE OF EXPLOSIVE MATERIALS					
		COAL MINING (Including construction on coal mining property)		AGRICULTURE		SEISMOGRAPHIC RESEARCH	
		OTHER MINING OR QUARRYING		CONSTRUCTION		ROAD BUILDING	
				OIL WELL DRILLING		FIREWORKS DISPLAY	
						OTHER (Specify)	
10. EXPLOSIVE MATERIALS WILL BE USED AT (Show complete address, including county) <i>Near Antelope (Wassco)</i>		11. EXPLOSIVE MATERIALS WILL BE STORED AT (Show complete address, including county) <i>Same as #10</i>		12. DATE OF INTENDED USE		13. TYPE OF STORAGE MAGAZINE(S) <input type="checkbox"/> INDOOR <input type="checkbox"/> OUTDOOR	
14. DATA OF CORPORATION OR OTHER BUSINESS ENTITY				15. DATA OF AGENT OF CORPORATION OR OTHER BUSINESS ENTITY			
a. PRINCIPAL PLACE OF BUSINESS (Address) <i>The Dalles, Or.</i>		b. LOCAL PLACE OF BUSINESS (Address) <i>Near Antelope</i>		a. NAME AND RESIDENT ADDRESS <i>Lyle Deoss</i> <i>3425 W. 8th St.</i> <i>The Dalles, Or</i>			
c. EMPLOYER IDENTIFICATION NO. <i>91-065234</i>		b. PLACE OF BIRTH <i>Woodlake, NEBRASKA</i>		c. DATE OF BIRTH <i>10-16-28</i>			
16. CERTIFICATION OF DISTRIBUTE (Buyer) - An untruthful answer may subject you to criminal prosecution. Each question must be answered with a yes or no.							
a. Are you or the corporation or other business entity under charges in an indictment or information in any court for a crime punishable by imprisonment for a term exceeding one year?		<i>no</i>		c. Are you a fugitive from justice?		<i>no</i>	
b. Have you or the corporation or other business entity been convicted in any court of a crime punishable by imprisonment for a term exceeding one year? (Note: The actual sentence given by the judge does not matter—a yes answer is necessary if the judge could have given a sentence of more than 1 year. Also, a yes answer is required even if a conviction has been discharged, set aside, or dismissed pursuant to an expungement or rehabilitation statute).		<i>no</i>		d. Are you an unlawful user of, or addicted to, marijuana or a depressant, stimulant, or narcotic drug?		<i>no</i>	
				e. Have you been adjudicated mentally defective or have you ever been committed to a mental institution?		<i>no</i>	
I hereby certify that the answers to the above are true and correct. I understand that a person who answers any of the above questions in the affirmative is prohibited by Federal law from shipping or transporting any explosive in interstate or foreign commerce or from receiving any explosive which has been shipped or transported in interstate or foreign commerce. I also understand that the making of any false oral or written statement or the exhibiting of any false or misrepresented identification with respect to this transaction is a crime punishable as a felony. I also certify that I have a legitimate use for the explosive materials for the purpose stated in item 9 above and that the explosive materials hereby obtained will be used in such lawful activity at the location stated in item 10 and will be stored at the location specified in item 11, and that I am familiar with all published Federal and State laws and local ordinances related to explosive materials for the location in which I reside and in which I intend to use these explosives.							
DISTRIBUTE (Buyer's or agent's) SIGNATURE <i>Lyle Deoss</i>				TITLE <i>powder man</i>		DATE <i>8-20-84</i>	

NOTICE TO DISTRIBUTOR (SELLER)

1. Under 18 U.S.C. Chapter 40 of the Organized Crime Control Act of 1970, explosive materials and certification on this form are designed so that a licensee or permittee may determine if he may lawfully distribute explosive materials to the nonlicensee or non-permittee identified in Section A of this form, and to alert such distributee (buyer) of certain restrictions on the receipt of explosive materials.

and containing the names of representatives or agents authorized to acquire explosive materials on behalf of such business entity.

2. Explosive materials shall not be distributed to a business entity on the order of a person whose name does not appear on a certified list required by regulations to be furnished by such business entity

3. Prior to the delivery at the distributor's premises of explosive materials to an employee of the distributee or to an employee of a carrier transporting explosive materials to the distributee, the distributor so delivering explosive materials shall also obtain an executed ATF Form 4721, Explosives Delivery Record, from such employee before releasing the explosive materials.

4. This form must be kept for not less than five years.

SECTION B - STATEMENT OF DISTRIBUTOR OR SELLER

17. The Person Whose Signature Appears In Section A Is <i>(Check One)</i>		18. The Person Whose Signature Appears In Section A Is <i>(Check One)</i>	
<input type="checkbox"/>	a. The distributee shown in item 1, Section A	<input checked="" type="checkbox"/>	a. Is known to me
<input checked="" type="checkbox"/>	b. Listed as a representative or an agent authorized to acquire explosive materials for distributee shown in item 1, Section A	<input type="checkbox"/>	b. Has identified himself to me as indicated in items 19 and 20, Section B
19. TYPE OF IDENTIFICATION <i>(Driver's license, etc. Positive identification is required. A Social security card is not positive identification.)</i> <i>Lloyd C. Pierce</i>		20. NUMBER ON IDENTIFICATION <i>TRK Driver</i>	

On the basis of: (1) the statements in Section A; (2) the verification of identity noted in Section B; and (3) my knowledge of Federal and State laws and local ordinances relating to explosive materials, it is my belief that it is not unlawful for me to sell, deliver, or otherwise dispose of the explosive materials described in item 21 or on the attached list to the person identified in Section A.

21. IDENTIFY QUANTITY, SIZE AND TYPE OF EXPLOSIVE MATERIALS INCLUDING NAME OF MANUFACTURER AND ALL MANUFACTURER'S MARKS OF IDENTIFICATION, IF ANY. *(If more space is required, attach a list identified by the Transaction Serial Number)*

- 11 Cs. Unigel 2 X 16 (TS) (JUN0584J1)
- 19 Cs. Unigel 2 X 16 (TT) (NOV1483J1)
- 328 Bgs. Pac Mix 1,50# Paper (AUG168401)
- 24 Ea. 60 Ft. Millidet 1 Delay 8(303-113) 16(305-182)
- 24 Ea. 60 Ft. Millidet 2 Delay 8(105-042) 16(310-142)
- 24 Ea. 60 Ft. Millidet 3 Delay (402-132)
- 24 Ea. 60 Ft. Millidet 4 Delay (308-291)
- 24 Ea. 60 Ft. Millidet 5 Delay 8(312-303) 16(311-162)
- 24 Ea. 60 Ft. Millidet 6 Delay 8(309-162) 16(402-131)
- 24 Ea. 60 Ft. Millidet 7 Delay 8(308-261) 16(308-251)
- 24 Ea. 60 Ft. Millidet 8 Delay (311-102)

/-----/

22. *(Check appropriate boxes)*

THE EXPLOSIVE MATERIALS WERE DELIVERED AT DISTRIBUTEE'S PREMISES.

THE EXPLOSIVE MATERIALS WERE DELIVERED AT DISTRIBUTOR'S PREMISES.

ATF FORM 4721 WAS WAS NOT COMPLETED

23. SELLER'S BUSINESS NAME AND ADDRESS <p align="center">Pacific Powder, Pipe & Supply, Inc. 114 N. Edwards Street Newberg, Oregon 97132</p>	24. SELLER'S LICENSE OR PERMIT NO. <p align="center">90R03626; 00061</p>
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25. SELLER'S SIGNATURE <i>Lloyd C. Pierce</i>	26. TITLE <i>Sales Man.</i>	27. TRANSACTION DATE <i>8-20-84</i>
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EXPLOSIVES TRANSACTION RECORD
(NONLICENSEE OR NONPERMITTEE)
(Prepare in duplicate - Type or print in ink)

NOTE: Please read and carefully follow the instructions attached.

TRANSACTION SERIAL NO.
(Begin with "1" and number sequentially)

3148

NOTICE TO DISTRIBUTE (BUYER)

1. Explosive materials must be stored in conformance with regulations set forth in 27 CFR Part 181. It is unlawful for any person to store any explosive material in a manner not in conformity with these regulations. If the distributee (buyer) will store explosive materials, he should familiarize himself with the storage requirements before he stores such materials.

2. Section 842(k), 18 U.S.C. Chapter 40, provides "It shall be unlawful for any person who has knowledge of the theft or loss of any explosive materials from his stock, to fail to report such theft or loss within twenty-four hours of discovery thereof, to the Secretary

and to appropriate local authorities." To meet this requirement, any theft or loss must be reported within 24 hours by telephone and in writing to the nearest Bureau of Alcohol, Tobacco and Firearms office shown on the attached sheet and to the appropriate local authority. Telephone ATF (Toll-Free) at 800-424-9555 to report all losses or thefts of explosives. For Alaska, Guam, Hawaii, Puerto Rico, or Virgin Islands call collect 202-566-7143.

3. Each business entity acquiring explosive materials shall furnish a current certified list of the names of representatives or agents authorized to acquire explosive materials on behalf of such business entity.

SECTION A - STATEMENT OF DISTRIBUTE OR BUYER

1. DISTRIBUTE (Buyer)		2. HEIGHT		3. WEIGHT		4. RACE	
J. Arlie Bryant Inc.							
5. SSN (Mandatory)		6. DATE OF BIRTH		7. PLACE OF BIRTH			
8. ADDRESS (No., Street, City, County, State & Zip Code)		9. SHOW WHAT USE WILL BE MADE OF EXPLOSIVE MATERIALS					
2000 W. 6th. St. The Dalles, Or. (Wasser)		COAL MINING (Including construction on coal mining property)		AGRICULTURE		SEISMOGRAPHIC RESEARCH	
		OTHER MINING OR QUARRYING		CONSTRUCTION		FIREWORKS DISPLAY	
				ROAD BUILDING		OTHER (Specify)	
				OIL WELL DRILLING			
10. EXPLOSIVE MATERIALS WILL BE USED AT (Show complete address, including county)		11. EXPLOSIVE MATERIALS WILL BE STORED AT (Show complete address, including county)				12. DATE OF INTENDED USE	
Near Antelope (Wasser)		same as #10				9-84	
						13. TYPE OF STORAGE MAGAZINE(S)	
						<input type="checkbox"/> INDOOR <input checked="" type="checkbox"/> OUTDOOR	
14. DATA OF CORPORATION OR OTHER BUSINESS ENTITY				15. DATA OF AGENT OF CORPORATION OR OTHER BUSINESS ENTITY			
a. PRINCIPAL PLACE OF BUSINESS (Address)				a. NAME AND RESIDENT ADDRESS			
The Dalles				Michael McClinton 2495 Old Columbia River Rd Hood River OR 97051			
b. LOCAL PLACE OF BUSINESS (Address)				b. PLACE OF BIRTH		c. DATE OF BIRTH	
Near Antelope				Nampa ID		2/17/54	
c. EMPLOYER IDENTIFICATION NO.							
91-0652534							
16. CERTIFICATION OF DISTRIBUTE (Buyer) - An untruthful answer may subject you to criminal prosecution. Each question must be answered with a yes or no.							
a. Are you or the corporation or other business entity under charges in an indictment or information in any court for a crime punishable by imprisonment for a term exceeding one year?		No		c. Are you a fugitive from justice?			
				No			
b. Have you or the corporation or other business entity been convicted in any court of a crime punishable by imprisonment for a term exceeding one year? (Note: The actual sentence given by the judge does not matter—a yes answer is necessary if the judge could have given a sentence of more than 1 year. Also, a yes answer is required even if a conviction has been discharged, set aside, or dismissed pursuant to an expungement or rehabilitation statute).		No		d. Are you an unlawful user of, or addicted to, marijuana or a depressant, stimulant, or narcotic drug?			
				No			
				e. Have you been adjudicated mentally defective or have you ever been committed to a mental institution?			
				No			
I hereby certify that the answers to the above are true and correct. I understand that a person who answers any of the above questions in the affirmative is prohibited by Federal law from shipping or transporting any explosive in interstate or foreign commerce or from receiving any explosive which has been shipped or transported in interstate or foreign commerce. I also understand that the making of any false oral or written statement or the exhibiting of any false or misrepresented identification with respect to this transaction is a crime punishable as a felony. I also certify that I have a legitimate use for the explosive materials for the purpose stated in item 9 above and that the explosive materials hereby obtained will be used in such lawful activity at the location stated in item 10 and will be stored at the location specified in item 11, and that I am familiar with all published Federal and State laws and local ordinances related to explosive materials for the location in which I reside and in which I intend to use these explosives.							
DISTRIBUTE (Buyer's or Agent's) SIGNATURE				TITLE		DATE	
[Signature]				Quality Control		9/7/84	

NOTICE TO DISTRIBUTOR (SELLER)

1. Under 18 U.S.C. Chapter 40 of the Organized Crime Control Act of 1970, explosive materials and certification on this form are designed so that a licensee or permittee may determine if he may lawfully distribute explosive materials to the nonlicensee or non-permittee identified in Section A of this form, and to alert such distributee (buyer) of certain restrictions on the receipt of explosive materials.

and containing the names of representatives or agents authorized to acquire explosive materials on behalf of such business entity.

3. Prior to the delivery at the distributor's premises of explosive materials to an employee of the distributee or to an employee of a carrier transporting explosive materials to the distributee, the distributor so delivering explosive materials shall also obtain an executed ATF Form 4721, Explosives Delivery Record, from such employee before releasing the explosive materials.

2. Explosive materials shall not be distributed to a business entity on the order of a person whose name does not appear on a certified list required by regulations to be furnished by such business entity

4. This form must be kept for not less than five years.

SECTION B - STATEMENT OF DISTRIBUTOR OR SELLER

17. The Person Whose Signature Appears In Section A Is <i>(Check One)</i>		18. The Person Whose Signature Appears In Section A Is <i>(Check One)</i>	
<input type="checkbox"/>	a. The distributee shown in item 1, Section A	<input checked="" type="checkbox"/>	a. Is known to me
<input checked="" type="checkbox"/>	b. Listed as a representative or an agent authorized to acquire explosive materials for distributee shown in item 1, Section A	<input type="checkbox"/>	b. Has identified himself to me as indicated in items 19 and 20, Section B
19. TYPE OF IDENTIFICATION <i>(Driver's license, etc. Positive identification is required. A Social security card is not positive identification.)</i> <i>Lloyd C Pierce</i>		20. NUMBER ON IDENTIFICATION <i>TRK Driver</i>	

On the basis of: (1) the statements in Section A; (2) the verification of identity noted in Section B; and (3) my knowledge of Federal and State laws and local ordinances relating to explosive materials, it is my belief that it is not unlawful for me to sell, deliver, or otherwise dispose of the explosive materials described in item 21 or on the attached list to the person identified in Section A.

21. IDENTIFY QUANTITY, SIZE AND TYPE OF EXPLOSIVE MATERIALS INCLUDING NAME OF MANUFACTURER AND ALL MANUFACTURER'S MARKS OF IDENTIFICATION, IF ANY. *(If more space is required, attach a list identified by the Transaction Serial Number)*

20 Cs. Unigel 2x16 (TS) (JUL 2384J1)
 338 Bgs. Pac Mix 1, 50lbs. Paper 147(AUG178401) 191(AUG288401)
 24 Ea. 60 Ft. Millidet 1 Delay (305-182)
 32 Ea. " " 2 " 24(105-042) 8(401-183)
 32 Ea. " " 3 " 24(402-132) 8(311-142)
 32 Ea. " " 4 " (308-291)
 32 Ea. " " 5 " 24(311-162) 8(312-303)
 32 Ea. " " 6 " 24(309-162) 8(402-131)

22. *(Check appropriate boxes)*

THE EXPLOSIVE MATERIALS WERE DELIVERED AT DISTRIBUTEE'S PREMISES.
 THE EXPLOSIVE MATERIALS WERE DELIVERED AT DISTRIBUTOR'S PREMISES.
 ATF FORM 4721 WAS WAS NOT COMPLETED

23. SELLER'S BUSINESS NAME AND ADDRESS <p align="center">Pacific Powder, Pipe & Supply, Inc. 114 N. Edwards Street Newberg, Oregon 97132</p>	24. SELLER'S LICENSE OR PERMIT NO. <p align="center">90R035263.00061</p>
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25. SELLER'S SIGNATURE <i>Lloyd C Pierce</i>	26. TITLE <p align="center"><i>Sales Rep.</i></p>	27. TRANSACTION DATE <p align="center"><i>9-7-84</i></p>
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NOTICE TO DISTRIBUTOR (SELLER)

1. Under 18 U.S.C. Chapter 40 of the Organized Crime Control Act of 1970, explosive materials and certification on this form are designed so that a licensee or permittee may determine if he may lawfully distribute explosive materials to the nonlicensee or non-permittee identified in Section A of this form, and to alert such distributee (buyer) of certain restrictions on the receipt of explosive materials.

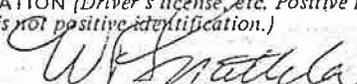
2. Explosive materials shall not be distributed to a business entity on the order of a person whose name does not appear on a certified list required by regulations to be furnished by such business entity

and containing the names of representatives or agents authorized to acquire explosive materials on behalf of such business entity.

3. Prior to the delivery at the distributor's premises of explosive materials to an employee of the distributee or to an employee of a carrier transporting explosive materials to the distributee, the distributor so delivering explosive materials shall also obtain an executed ATF Form 4721, Explosives Delivery Record, from such employee before releasing the explosive materials.

4. This form must be kept for not less than five years.

SECTION B - STATEMENT OF DISTRIBUTOR OR SELLER

17. The Person Whose Signature Appears In Section A Is (Check One)		18. The Person Whose Signature Appears In Section A Is (Check One)	
	<input type="checkbox"/> a. The distributee shown in item 1, Section A	<input checked="" type="checkbox"/>	a. Is known to me
<input checked="" type="checkbox"/>	b. Listed as a representative or an agent authorized to acquire explosive materials for distributee shown in item 1, Section A	<input type="checkbox"/>	b. Has identified himself to me as indicated in items 19 and 20, Section B
19. TYPE OF IDENTIFICATION (Driver's license, etc. Positive identification is required. A Social security card is not positive identification.)		20. NUMBER ON IDENTIFICATION	
		SALES REP	

On the basis of: (1) the statements in Section A; (2) the verification of identity noted in Section B; and (3) my knowledge of Federal and State laws and local ordinances relating to explosive materials, it is my belief that it is not unlawful for me to sell, deliver, or otherwise dispose of the explosive materials described in item 21 or on the attached list to the person identified in Section A.

21. IDENTIFY QUANTITY, SIZE AND TYPE OF EXPLOSIVE MATERIALS INCLUDING NAME OF MANUFACTURER AND ALL MANUFACTURER'S MARKS OF IDENTIFICATION, IF ANY. (If more space is required, attach a list identified by the Transaction Serial Number)

360 BGS Pac Mix 1, 50# ~~APR~~ OCTOBER 1

16 EA 60 FT.	MILLIDET	1	DELAY	308-182
16 EA		2		401-183
24 EA		3		402-132
24 EA		4		308-291
16 EA		5		312-303
32 EA		7		24(308-251) 8(308-261)
24 EA		8		310-132

22. (Check appropriate boxes)

THE EXPLOSIVE MATERIALS WERE DELIVERED AT DISTRIBUTEE'S PREMISES.
 THE EXPLOSIVE MATERIALS WERE DELIVERED AT DISTRIBUTOR'S PREMISES.
 ATF FORM 4721 WAS WAS NOT COMPLETED

23. SELLER'S BUSINESS NAME AND ADDRESS <p align="center">Pacific Powder, Pipe & Supply, Inc. 114 N. Edwards Street Newberg, Oregon 97132</p>	24. SELLER'S LICENSE OR PERMIT NO. <p align="center">90R03626KT 00061</p>
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25. SELLER'S SIGNATURE 	26. TITLE <p align="center">Sales Rep.</p>	27. TRANSACTION DATE <p align="center">10-8-84</p>
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