help guide me in the right direction as a public servant and make the right decision for those who put their trust in me.

Father Hesburgh was always challenging those he met to be a better person, and the Hesburgh Center for Peace studies is a lasting and continuing tribute to his good work. In addition, his accomplishments from 15 Presidential appointments have contributed greatly to our progress as a nation which strives to provide justice and equality for its people and those throughout the world.

Mr. Speaker, it is my honor to salute Father Hesburgh and to commend the House of Representatives for passing H.R. 1932, which authorizes the President of the United States to award him with a gold medal on behalf of Congress. I can think of none more deserving of this most prestigious honor.

HONORING GEORGE BROWN AND LINUS PAULING

HON. JERRY LEWIS
OF CALIFORNIA
IN THE HOUSE OF REPRESENTATIVES
Thursday, November 18, 1999

Mr. LEWIS of California. Mr. Speaker, I would like today to call your attention to an exhibition that has recently opened at the National Museum of Health and Medicine: “Linus Pauling and the Twentieth Century.” This exhibition, which was viewed by more than 20,000 school children at the California Institute of Technology, was brought to Washington largely through the efforts of a long-time friend and colleague, George E. Brown, Jr.

Congressman Brown, as we all know, held a passionate belief that there is a special relationship between excellence in education, pushing back the frontiers of scientific knowledge, and the pursuit of peace. These themes are celebrated by the exhibition on the life, work and times of Linus Pauling.

Dr. Pauling is the only person ever to win two unshared Nobel prizes. In 1954 he was given the Nobel Prize in Chemistry for the discovery of the nature of the chemical bond, and in 1962 he won the Nobel Peace Prize for his efforts to end atmospheric testing of nuclear weapons. Congressman Brown believed that Pauling’s commitment to science and to an unwavering idealism make the exhibition on his life especially instructive to today’s young people.

Mr. Speaker, I ask you and my colleagues to join me in honoring Congressman Brown for his efforts to bring this exhibition to the Nation’s Capital, and to express our appreciation to the organizing committee for making the exhibit possible: Oregon State University, the Linus Pauling family, and the Soka Gakkai International and its founder, Daisaku Ikeda, whose friendship with Pauling inspired the exhibit.

EXTENSIONS OF REMARKS
RECOGNIZING THE ARKANSAS BANKERS ASSOCIATION’S SUPPORT FOR FINANCIAL MODERNIZATION

HON. ASA HUTCHINSON
OF ARKANSAS
IN THE HOUSE OF REPRESENTATIVES
Thursday, November 18, 1999

Mr. HUTCHINSON. Mr. Speaker, on behalf of the Arkansas Banks Association, I would like to submit their remarks regarding a specific section of S. 900, the Financial Modernization Act.

The bankers believe that this legislation is long overdue. It is a matter of equity and fairness that, in furtherance of the underlying goals of the Alaska Native Claims Settlement Act (ANCSA), replacement lands should be conveyed to the Elfin Native Corporation under Section 19 of ANCSA. The Committee’s intent is that such conveyances authorized in this legislation be treated as other conveyances to Elfin were treated in the past with respect to other applicable sections of ANCSA, except that the conveyances under the bill will additionally have certain covenants, reservations, terms, and conditions that are applicable.

It is recognized that the watersheds that are likely to be selected under this provision (Clear Creek, Tubutulik River, and the Qwik River) are ones which provide a vital source of food in the form of fish as well as sustenance for wildlife and plants on which the people of Elfin are, in part, dependent.

The Committee considered utilizing the lands on the eastern edge of the original Norton Bay Reservation as replacement lands to Elfin. Such changes were ones that the Committee anticipated would develop-
sides to remedy the injustice to Elim from many years past as well as to protect the resources of the area with several unique natural features. As a result of these negotiations, Elim will have full access to the use of the timber on the lands to be conveyed for building of homes, cabins, lodges, firewood, and other domestic uses on Elim lands, but agreed not to cut or remove Merchantable Timber for sale. This will enable Elim to make beneficial, developmental, and economic use of the lands while conserving most of the forested lands for their wildlife habitat benefits.

As a part of the balancing of interests, the Committee agreed to language that would provide a 300 foot buffer area around Clear Creek and the Tubutik River should they be selected by and conveyed to Elim. In that area, there would be no support structures or development or activities permitted unless they would not or are not likely to cause erosion or soil movement that significantly adversely impact the water quality or fish habitat of these two water courses.

The Committee believes that the bill as reported along with the amendments as brought before the House represents a reasonable and responsible approach to dealing with and solving the issues that have developed over Elim native lands for many years and do so in a way that is appropriate given the circumstances as they are in 1999.

Provisions of the legislation are further explained in the section-by-section analysis that follows.

**SECTION-BY-SECTION ANALYSIS**

**Section 1. Elim Native Corporation Land Restoration.**

This section amends the Alaska Native Claims Settlement Act by amending Section 19 by adding a new subsection (c).

Subsection (c)(1) sets out findings regarding the background and need for the legislation.

Subsection (c)(2) describes the lands to be withdrawn (“Withdrawal Area”) by reference to a map dated October 19, 1999, and withdraws the lands from all forms of appropriation or disposal under the public land laws for a two-year period.

Subsection (c)(3) authorizes Elim to select and ultimately receive title to 50,000 acres of land from the lands inside the Withdrawal Area. The Secretary of the Interior is authorized and directed to convey to Elim the fee to the surface and subsurface estate in 50,000 acres of valid selections, subject to the covenants, reservations, terms and conditions in subsection (c).

Subsection (c)(3)(A) provides two years after the entry of a conveyance to Elim to make its selections. To ensure that it receives the 50,000 acres, under this subparagraphElim may select up to 60,000 acres and must prioritize its selections at the time it makes the selections. Elim may not revoke or change its priorities. Elim must select a single tract of land adjacent to U.S. Survey No. 2548, Alaska, that is reasonably compact, contiguous, and in whole sections except for two situations. The withdrawn lands remain withdrawn until the Department has conveyed all the lands inside the Withdrawal Area. The corrected withdrawal remains to be completed.

Subsection (c)(3)(B) provides that, in addition to being subject to valid existing rights, Elim’s selections may not supersede prior selections by the State of Alaska or other Native corporations, or valid entries by private individuals unless the State, Native Corporation, or individual relinquighthe selection entry prior to conveyance to Elim.

Subsection (c)(3)(C) provides that, on receipt of the Conveyance Lands, Elim will have all the legal rights and benefits as landowner, including the right to select subject to the covenants, reservations, terms and conditions in subsection (c). All other provisions that were applicable to conveyances under subsection (b) are applicable to conveyances under subsection (c).

Subsection (c)(3)(D) makes clear that selection by Elim of lands encompassing the Tubutik River, Clear Creek, or both, Elim will not allow activities in the bed or within 300 feet of these water courses which would cause or would likely cause erosion or silting or so as to significantly adversely impact water quality or fish habitat.

Subsection (c)(3)(E) provides for retaining water quality and fish habitat. This subparagraph sets forth the first of a series of paragraphs that refers to the applicable covenants, reservations, terms and conditions in paragraphs (5) and (6).

Subsection (c)(3)(F) provides that if Elim receives conveyance to lands encompassing the Tubutik River and Clear Creek, or both, Elim will not allow activities in the bed or within 300 feet of these water courses which would cause or would likely cause erosion or silting or so as to significantly adversely impact water quality or fish habitat.

Subsection (c)(3)(G) provides that, on receipt of the Conveyance Lands, Elim will have all the legal rights and benefits as landowner, including the right to select subject to the applicable covenants, reservations, terms and conditions in subsection (c). All other provisions that were applicable to conveyances under subsection (b) are applicable to conveyances under subsection (c).

Subsection (c)(3)(H) provides that retaining the right to exercise prosecutorial discretion in the enforcement of any covenant, reservation, term or condition does not waive the right to enforce such covenant, reservation, term or condition.

Subsection (c)(6)(A) provides for the Secretary and Elim, acting in good faith, to enter into a Memorandum of Understanding (MOU) to implement Subsection (c). The subparagraph requires that the MOU include reasonable measures to protect plants and animal species, maintain water quality, and to preserve the prices of the hot springs. The provision makes clear that at least 85% of the lands within ¼ mile of the hot springs should be left in their natural state.

Subsection (c)(6)(B) provides for Elim to incorporate the covenants, reservations, terms and conditions set forth in subsection (c) in any deed or other instrument by which Elim divests itself of any interest in all or portion of the Conveyance Lands.

Subsection (c)(6)(C) provides that the BLM, in consultation with Elim, will receive easements under subsection 17(b) of this Act.

Subsection (c)(6)(D) provides for the retention of other easements by the BLM, in consultation with Elim, including the right of the public to enter upon and travel along the Tubutik River and Clear Creek within the Conveyance Lands. This subparagraph requires that the MOU include reasonable measures to protect plants and animal species, maintain water quality, and to preserve the prices of the hot springs. The provision makes clear that at least 85% of the lands within ¼ mile of the hot springs should be left in their natural state.

Subsection (c)(6)(E) provides for retaining the right to exercise prosecutorial discretion in the enforcement of any covenant, reservation, term or condition does not waive the right to enforce such covenant, reservation, term or condition.

Subsection (c)(6)(F) provides for the retention of a covenant that restricts commercial development of the hot springs by Elim to a maximum of 15% of the hot springs and 15% of the land within ¼ mile of the hot springs. This subparagraph also provides that any Elim development of those hot springs will not alter the natural hydrologic or thermal system associated with the hot springs. The provisions makes clear that at least 85% of the lands within ¼ mile of the hot springs should be left in their natural state.

Subsection (c)(6)(G) provides for retaining the right to exercise prosecutorial discretion in the enforcement of any covenant, reservation, term or condition does not waive the right to enforce such covenant, reservation, term or condition.

Subsection (c)(6)(H) provides for the Secretary and Elim, acting in good faith, to enter into a Memorandum of Understanding (MOU) to implement Subsection (c). The subparagraph requires that the MOU include reasonable measures to protect plants and animal species, maintain water quality, and to preserve the prices of the hot springs. The provision makes clear that at least 85% of the lands within ¼ mile of the hot springs should be left in their natural state.

Subsection (c)(6)(I) provides that the BLM, in consultation with Elim, will receive easements under subsection 17(b) of this Act.

Subsection (c)(6)(J) provides for the retention of other easements by the BLM, in consultation with Elim, including the right of the public to enter upon and travel along the Tubutik River and Clear Creek within the Conveyance Lands. This subparagraph requires that the MOU include reasonable measures to protect plants and animal species, maintain water quality, and to preserve the prices of the hot springs. The provision makes clear that at least 85% of the lands within ¼ mile of the hot springs should be left in their natural state.

Subsection (c)(6)(K) provides for retaining the right to exercise prosecutorial discretion in the enforcement of any covenant, reservation, term or condition does not waive the right to enforce such covenant, reservation, term or condition.

Subsection (c)(6)(L) provides for the Secretary and Elim, acting in good faith, to enter into a Memorandum of Understanding (MOU) to implement Subsection (c). The subparagraph requires that the MOU include reasonable measures to protect plants and animal species, maintain water quality, and to preserve the prices of the hot springs. The provision makes clear that at least 85% of the lands within ¼ mile of the hot springs should be left in their natural state.

Subsection (c)(6)(M) provides for the retention of a covenant that restricts commercial development of the hot springs by Elim to a maximum of 15% of the hot springs and 15% of the land within ¼ mile of the hot springs. This subparagraph also provides that any Elim development of those hot springs will not alter the natural hydrologic or thermal system associated with the hot springs. The provisions makes clear that at least 85% of the lands within ¼ mile of the hot springs should be left in their natural state.

Subsection (c)(6)(N) provides for retaining the right to exercise prosecutorial discretion in the enforcement of any covenant, reservation, term or condition does not waive the right to enforce such covenant, reservation, term or condition.

Subsection (c)(6)(O) provides for the Secretary and Elim, acting in good faith, to enter into a Memorandum of Understanding (MOU) to implement Subsection (c). The subparagraph requires that the MOU include reasonable measures to protect plants and animal species, maintain water quality, and to preserve the prices of the hot springs. The provision makes clear that at least 85% of the lands within ¼ mile of the hot springs should be left in their natural state.

Subsection (c)(6)(P) provides for retaining the right to exercise prosecutorial discretion in the enforcement of any covenant, reservation, term or condition does not waive the right to enforce such covenant, reservation, term or condition.
this stock. However, Section 7(h)(1)(C) of ANCSA provides certain exceptions to the general prohibition on the alienation of Settlement Common Stock. Under Section 7(h)(1)(C)(iii), the holder of Settlement Common Stock may transfer some or all of the Settlement Common Stock to a close family member by inter vives gift. Gifts of Settlement Common Stock are permitted to, among others, a child, grandchild or great-grandchild.

Alaska state law has been interpreted to sever, for all purposes, the relationship between a family and a child who has been adopted out, or for whom parental rights have been relinquished or terminated. Thus, under existing law, a holder of Settlement Common Stock may not inter vives gift transfer Settlement Common Stock to a child who has been adopted by another family. The proposed amendment in Section 2 will permit the biological family of an Alaska Native child to make an inter vives gift to that child of Settlement Common Stock, regardless of the child’s adoption into a non-Native family, or of the relinquishment or termination of parental rights. The enactment of the provisions of Section 2 will resolve the problem currently faced by some Alaska Native children who have been unable to receive their correspond that their relationship with their biological family has been legally severed under Alaska State law.

Section three. Definition of Settlement Trust.

Congress enacted the settlement trust option in ANCSA to allow Alaska Native Corporations to establish trusts to hold assets for the benefit of Alaska Native Shareholders. As the law currently stands, these trusts must be created before settlement common stock is distributed. The amendments contained in Section three will permit Native Corporation shareholders, by the vote of a majority of shares, to extend this benefit of ANCSA to all of the Native people in their community, including the children and grandchildren of the original stockholders, regardless of whether they yet own stock in the Native Corporation. This amendment defines “settlement trust” to permit Native Corporations to establish settlement trusts in which potential beneficiaries include shareholders, Natives and descendants of Natives. Because ANCSA was enacted to benefit all Natives, this amendment is in keeping with the original intent of that legislation. At the same time, the interests of Alaska Native Corporation shareholders are protected because this option is available only to those Corporations whose shareholders vote, by a majority of all outstanding voting shares, to benefit non-shareholders.

TRIBUTE TO THE PEOPLE OF WAMU

HON. ELEANOR HOLMES NORTON
OF THE DISTRICT OF COLUMBIA
IN THE HOUSE OF REPRESENTATIVES

Thursday, November 18, 1999

Ms. NORTON. Mr. Speaker, I rise today to ask the House to join me in honoring WAMU 88.5 FM’s regional public affairs program, Metro Connection, which recently won not one but two Achievement in Radio Awards in the 13th annual competition sponsored by the March of Dimes to recognize excellence in Washington area radio. Washington area resi-