Submitted by: David A. Persinger, P.E., Assistant General Manager, AWWU, exercising the delegated authority of the General Manager
Prepared by: AWWU & its Counsel in the Municipal Attorney's Office
For reading: December 3, 2024

ANCHORAGE, ALASKA
AO No. 2024-123

AN ORDINANCE AUTHORIZING THE MUNICIPALITY OF ANCHORAGE, ANCHORAGE WATER & WASTEWATER UTILITY (AWWU) AND THE MUNICIPALITY OF ANCHORAGE, ANCHORAGE HYDRO POWER (AHP) TO EXECUTE AND ENTER INTO THREE AGREEMENTS PERTAINING TO THE MUNICIPAL PUBLIC WATER SUPPLY AND THE EKLUTNA HYDROELECTRIC PROJECT FISH AND WILDLIFE PROGRAM.

WHEREAS, the Municipality of Anchorage is the majority owner of the Eklutna Hydroelectric Project and is a party to the 1991 Fish and Wildlife Agreement that obligates the Municipality and the other owners of the Eklutna Hydroelectric Project to develop a fish and wildlife program that provides for the protection, mitigation of damages to, and enhancement of fish and wildlife affected by the Project, and

WHEREAS, the owners of the Eklutna Hydroelectric Project, the Municipality, Chugach Electric Association, and Matanuska Electric Association, hold the priority water rights to all flows into the Eklutna Lake reservoir, and

WHEREAS, the Municipality of Anchorage, Anchorage Water and Wastewater Utility (AWWU) derives approximately ninety percent of the Municipality's public water supply from Eklutna Lake under a preferred use permit issued by the State of Alaska, and

WHEREAS, the 1984 Agreement for Public Water Supply and Energy Generation from Eklutna Lake, Alaska between the Alaska Power Administration and the Municipality of Anchorage, governing AWWU's access to the public water supply, the interconnection between Eklutna Hydroelectric Project infrastructure and AWWU's drinking water facilities and the compensation AWWU owes the Project owners for reductions in electricity generation caused by withdrawing public drinking water from Eklutna Lake, expires on December 31, 2025, and must be replaced prior to that date to secure the Municipality's public water supply, and

WHEREAS, on October 2, 2024, Governor Mike Dunleavy established a Final Fish and Wildlife Program for the Eklutna Hydropower Project that could utilize AWWU facilities at Eklutna Lake if pumped storage hydropower is not ultimately selected by the Governor, and

WHEREAS, in consideration of the Eklutna Hydroelectric Project owners' desire to use AWWU facilities in the Fish and Wildlife Program and in recognition of the impending need to replace the 1984 Agreement for Public Water Supply and Energy Generation, the Project owners and AWWU negotiated three draft agreements that,

if executed, would set the terms for the owners' use of AWWU infrastructure as part of the Fish and Wildlife Program and replacing the 1984 agreement with a new Public Water Supply Agreement that gives AWWU the option to obtain priority water rights at Eklutna Lake in 2055: the Water Facilities Interconnection Agreement (Exhibit A); Long-Term Water Transportation Agreement (Exhibit B); Public Water Supply Agreement (Exhibit C); and

WHEREAS, "the municipality may dispose of municipal land or any interest therein only by ordinance;" (AMC 25.30.020A) and interests in municipal land include "water rights;" (AMC 25.30.020B) and furthermore, "[a]ny conveyance, disposal, contract, or other agreement that transfers or conveys substantial or total control over the operation or use of a municipal property or facility shall be treated as a disposal for purposes of this subsection and require an ordinance," (AMC 25.30.020D) now, therefore,

THE ANCHORAGE ASSEMBLY ORDAINS:

Section 1. The authorized representatives for AWWU and AHP may execute the Water Facilities Interconnection Agreement (Exhibit A) and, if that agreement is executed by all parties, act upon the Municipality's obligations contained therein.

Section 2. The authorized representatives for AWWU and AHP may execute the Long-Term Water Transportation Agreement (Exhibit B) and, if that agreement is executed by all parties, act upon the Municipality's obligations contained therein.

Section 3. The authorized representatives for AWWU and AHP may execute the Public Water Supply Agreement (Exhibit C) and, if that agreement is executed by all parties, act upon the Municipality's obligations contained therein.

PASSED AND APPROVED by the Anchorage Assembly this _____ day of _____, 2024.

_____
Chair of the Assembly

ATTEST:

_____
Municipal Clerk

MUNICIPALITY OF ANCHORAGE

Assembly Memorandum

AM No. 963 - 2024

Meeting Date: December 3, 2024

FROM: ANCHORAGE WATER AND WASTEWATER UTILITY

SUBJECT: AN ORDINANCE AUTHORIZING THE MUNICIPALITY OF ANCHORAGE, ANCHORAGE WATER & WASTEWATER UTILITY (AWWU) AND THE MUNICIPALITY OF ANCHORAGE, ANCHORAGE HYDRO POWER (AHP) TO EXECUTE AND ENTER INTO THREE AGREEMENTS PERTAINING TO THE MUNICIPAL PUBLIC WATER SUPPLY AND THE EKLUTNA HYDROELECTRIC PROJECT FISH AND WILDLIFE PROGRAM.

Anchorage Water & Wastewater Utility (AWWU) brings to the Assembly for its consideration three draft agreements related to the Municipality of Anchorage's public water supply and the use of AWWU facilities as part of the Final Fish and Wildlife Program for the Eklutna Hydropower Project (the Project), as adopted by Governor Mike Dunleavy on October 2, 2024. The agreements are attached as follows: Water Facilities Interconnection Agreement (Exhibit A); Long-Term Water Transportation Agreement (Exhibit B); and Public Water Supply Agreement (Exhibit C).

During the prior administration, the draft agreements were negotiated between the Municipality of Anchorage d/b/a AWWU and the owners of the Project: the Municipality of Anchorage d/b/a Anchorage Hydro Power, Chugach Electric Association, and the Matanuska Electric Association (collectively, "the Parties).

Under the prior administration, AWWU agreed "to seek … approvals necessary for it to enter into one or more of the Agreements" prior to December 31, 2024. See Exhibit E, Amendment to Binding Term Sheet, Section 1, and Exhibit D, Binding Term Sheet. A prerequisite to executing the three agreements is "[a]pproval by the Municipality of Anchorage Assembly to the extent necessary for the Municipality of Anchorage to execute and perform under the Agreements." Exhibit E, Amendment to Binding Term Sheet, Section 5. b.

None of these three draft agreements could be executed without the Assembly's approval. "[T]he municipality may dispose of municipal land or any interest therein only by ordinance." AMC 25.30.020A. Interests in municipal land include "water rights." AMC 25.30.020B; *see also* AMC 26.40.090 ("The utility may enter agreements for water and water rights for use by or within the municipality, subject to approval by the assembly."). Additionally, "[a]ny conveyance, disposal, contract, or other agreement that transfers or conveys substantial or total control over the operation or use of a municipal property or facility shall be treated as a

disposal for purposes of this subsection and require an ordinance." (AMC 25.30.020D).

Another prerequisite to executing the three agreements is the Governor's approval of a final Fish and Wildlife Program that "requires the use of AWWU Facilities as contemplated in the Term Sheet without any conditions materially adverse to the Eklutna Owners or A WWU." See Exhibit E, Amendment to Binding Term Sheet, Section 5. a. The Governor's final Fish and Wildlife Program would "require[]" the use of AWWU Facilities only in the event that pumped storage hydropower is not ultimately selected by the Governor instead. See Exhibit F, Governor's Final Fish and Wildlife Program, Section 4.3.

If executed, the Water Facilities Interconnection Agreement (Exhibit A) would set the terms for the Project owners' use of AWWU facilities in the construction and operation of the Eklutna River Release Facility.

If executed, the Long-Term Water Transportation Agreement (Exhibit B) would set the terms for the Project owner's use of AWWU's existing water transportation facilities integrated with the Eklutna Hydroelectric Project.

If executed, the Public Water Supply Agreement (Exhibit C) would replace the 1984 Agreement for Public Water Supply and Energy Generation from Eklutna Lake, Alaska between the Alaska Power Administration and the Municipality of Anchorage, which will expire on December 31, 2025. The Public Water Supply Agreement provides AWWU with an option to purchase priority water rights from the Project owners in 2055. The Agreement caps the compensation AWWU itself must provide to the Project owners for taking water for public water supply under its Preferred Use Permit at half the amount AWWU currently pays as compensation, $600,000 annually (instead of $1.2 million per year), but the Municipality will still be required to pay any compensation above that AWWU-specific cap.

Any economic effects associated with the Assembly approving the Municipality to execute the agreements are already "included in the ordinance or appended materials." AMC 2.30.053B.2.

Prepared by:	Anchorage Water and Wastewater Utility and its Counsel within the Municipal Attorney's Office
Approved & submitted by:	David A. Persinger, P.E., Assistant General Manager, AWWU, exercising the delegated authority of the General Manager

Attachments:

Exhibit A: Water Facilities Interconnection Agreement
Exhibit B: Long-Term Water Transportation Agreement
Exhibit C: Public Water Supply Agreement
Exhibit D: Binding Term Sheet
Exhibit E: Amendment to Binding Term Sheet

Exhibit F: October 2, 2024 Decision In the Matter of the Eklutna River Fish & Wildlife Program

Exhibit A

Final Form

WATER FACILITIES INTERCONNECTION AGREEMENT

by and between

Anchorage Water and Wastewater Utility

as

AWWU Facilities Provider

And

Chugach Electric Association, Inc,

Matanuska Electric Association, Inc., and the Municipality of Anchorage

as

Owners

Dated as of **[_____]**[1]

EKLUTNA RIVER RELEASE FACILITY

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[1] **Note to Accompany Final Draft**: This Agreement has been form agreed as between the Parties but will not be signed by the MOA until after Governor approval of the Fish and Wildlife Plan has occurred and such signatures have been authorized by the Anchorage Assembly. Prior to execution, this footnote can be deleted from the draft.

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WATER FACILITIES INTERCONNECTION AGREEMENT

This WATER FACILITIES INTERCONNECTION AGREEMENT (this "Agreement"), dated as of [_____] (the "Effective Date"), is entered into by and between Anchorage Water and Wastewater Utility ("AWWU"), and Chugach Electric Association, Inc. ("Chugach"), Matanuska Electric Association, Inc. ("MEA"), and the Municipality of Anchorage ("MOA") (each of Chugach, MEA, and MOA is an "Owner" and collectively they are referred to as the "Owners"). The Owners and AWWU are sometimes referred to herein as a "Party" or collectively as the "Parties".

R E C I T A L S

WHEREAS, the Owners own and operate the Eklutna Hydroelectric Project, commissioned in 1954, which includes an earthen dam at the outlet of Eklutna Lake and which, under normal operating conditions, diverts the inflows of all water into the Eklutna Lake for hydroelectric production rather than into the Eklutna River;

WHEREAS, AWWU owns and operates certain existing water diversion and transportation facilities integrated with the Eklutna Hydroelectric Project as further detailed in Exhibit B (the "AWWU Facilities") located near the outlet of Eklutna Lake and adjacent to the Eklutna River, and AWWU uses such AWWU Facilities to provide public water supply for its customers;

WHEREAS, the Owners are parties to the 1991 Agreement (as defined below), pursuant to which they are required to develop and implement a Fish and Wildlife program every thirty-five years to protect, mitigate damages to, and enhance fish and wildlife impacted by the development of the Eklutna Hydroelectric Project (the "Fish and Wildlife Program");

WHEREAS, as a result of the process set forth in the 1991 Agreement, the Owners have developed a draft Fish and Wildlife Program in which the Owners have proposed to: (1) develop an Eklutna River release facility consisting in part of AWWU Facilities and facilities constructed pursuant to this Agreement, all as further described and depicted in Exhibit A-1, Exhibit A-2, and Exhibit A-3 (the "Facility"); (2) to transport water from Eklutna Lake through the Facility and release it into the Eklutna River; and (3) to operate and maintain the Facility;

WHEREAS, in connection with their proposal to develop the Facility, the Owners have also agreed to install bridges at eight locations across the Eklutna River to improve and preserve access to AWWU Facilities, as further described in Exhibit K (the "Access Bridges");

WHEREAS, in connection with the execution of this Agreement and in order to enable future implementation of the Fish and Wildlife Program (if approved), and to address compensation for AWWU's present and future use of a portion of Owners' water rights, the Parties are also entering into a Long-Term Water Transportation Agreement (the "Transportation Agreement") and a new Public Water Supply Agreement (the "Water Supply Agreement");

WHEREAS, Owners desire to construct the Facility in coordination with AWWU and AWWU is willing to allow for the interconnection and use of AWWU Facilities as part of the

Facility and to otherwise cooperate with Owners all pursuant to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises of this Agreement, the Transportation Agreement, and the Water Supply Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owners and AWWU, intending to be legally bound, hereby agree as follows:

ARTICLE 1.
DEFINITIONS; INTERPRETATION; EXHIBITS

1.1 Defined Terms. Capitalized terms used in this Agreement without other definition shall have the meanings set forth in Schedule 1.1, unless the context requires otherwise.

1.2 Interpretation. As used in this Agreement, the terms "herein," "herewith" and "hereof" are references to this Agreement, taken as a whole; the terms "includes" or "including" shall mean "including, without limitation"; and references to a "Section," "Article", "Exhibit" or "Schedule" shall mean a Section, Article, Exhibit or Schedule of this Agreement, as the case may be, unless in any such case the context requires otherwise. All references to a given Exhibit, Schedule, agreement, instrument or other document shall be a reference to that agreement, instrument or other document as modified, amended, supplemented and restated through the date as of which such reference is made. A reference to a Person includes its permitted successors and permitted assigns. The singular shall include the plural and the masculine shall include the feminine and neuter, and vice versa.

ARTICLE 2.
OWNERS RESPONSIBILITIES

2.1 General Responsibilities of Owners. Subject to Sections 4.1, 4.3 and 4.4, the Owners shall be responsible for designing, engineering, obtaining all Approvals for (except with respect to AWWU Approvals), constructing and performing related activities for the successful completion of (i) the Facility and interconnection of the Facility to the AWWU Facilities pursuant to the Facility Criteria; and (ii) the Access Bridges, the costs of which shall be paid for by the Owners.

2.2 Standard of Work; Skill and Expertise. Throughout the performance of all aspects of the Work, the Owners shall comply with, and shall ensure that each Subcontractor complies with, all applicable Laws and Prudent Industry Standards (the "Standard of Work"). The Owners shall, throughout the performance of the Work, use commercially reasonable efforts to ensure that all employees and contractors engaged in connection with the maintenance of, operation of, service of, and any future modification to (to include design, construction, commissioning, and installation) the Facility shall have the appropriate and necessary experience, skill and expertise to carry out the tasks efficiently, professionally, and in accordance with the Standard of Work.

2.3 Scope of Work. Without limiting the generality of Sections 2.1 and 2.2, the Owners shall perform all of the specific tasks in accordance with the Scope of Work and the Project Schedule, subject to any Change Orders pursuant to ARTICLE 7, in order to achieve Commercial Operation and Final Acceptance of the Facility in accordance with ARTICLE 4, and to commence

the Parties' obligations under the Transportation Agreement, whereupon the Work under this Agreement shall be concluded and the obligations under the Transportation Agreement shall begin.

2.4 Project Manager. The Owners shall identify to AWWU and at all times during the term of this Agreement maintain a Project Manager. The Project Manager shall act as AWWU's primary point of contact with the Owners with respect to the Work, and shall be available to meet with AWWU as reasonably requested by AWWU to discuss the Work or any issue related thereto. The Project Manager shall have full authority to act for the Owners under this Agreement; provided, that the Project Manager shall under no circumstances have the authority to amend (except for the issuance of Change Orders), terminate, or assign this Agreement. The Owners may change the Project Manager at any time upon written notice to AWWU. As of the Effective Date, the Project Manager is listed in Exhibit E.

2.5 Status of Individual Owners. Each of the Owners shall be jointly and severally liable for the obligations of the Owners under this Agreement. The delineation of specific responsibilities set forth hereunder as among the Owners shall be at the sole discretion of the Owners, not AWWU. If, at any time, the Owners agree that one or two of the Owners need no longer be party to this Agreement, such unnecessary Owner(s) may be removed as parties to this Agreement upon written notice to AWWU and, if agreed, shall retain no liability upon removal, with the remaining Owner(s) automatically assuming the full obligations of the Owners hereunder. If an Event of Default exists hereunder at any time with respect to an Owner, it shall be considered an Event of Default with respect to the Owners together as one Party hereunder, provided, that if another Owner agrees to assume such defaulting Owner's obligations under this Agreement by removing such Owner as a party pursuant to the preceding sentence of this Section 2.5 prior to the expiration of any applicable cure period, this shall not be considered an Event of Default hereunder.

ARTICLE 3.
AWWU RESPONSIBILITIES

3.1 Access to Site. As of the Effective Date, AWWU shall, with respect to the land and AWWU Facilities within its control, provide the Owners with a non-exclusive license to access the Site and the AWWU Facilities necessary to enable the Owners to perform their obligations under this Agreement in accordance with the Project Schedule, provided, that AWWU may from time to time limit access to the Site or the AWWU Facilities under AWWU control temporarily only to the extent necessary to address reasonable security or safety issues, and to avoid putting AWWU's public water supply at risk of interruption or contamination. To the extent that any additional access permissions from third-party landowners adjacent to the Site may be required for Owners to access the Site and conduct the Work pursuant to the site license granted under this Section 3.1, obtaining such Approvals shall be the responsibility of the Owners, provided that (i) AWWU shall be responsible for any such permissions associated with the construction and maintenance of the Access Bridges; (ii) if the Parties agree that in certain other circumstances AWWU responsibility is more appropriate, AWWU shall bear such responsibility; and (iii) AWWU shall assist the Owners with obtaining such Approvals as is reasonably requested by the Owners, including by being the first and primary point of contact with such third party in situations where AWWU has an existing easement or applicable existing relationship with such third party. To the extent that AWWU adds access or other security limitations to the Site, to the Owners'

Portion, or to the AWWU Facilities, the Owners and AWWU shall cooperate to ensure continuous access for the Owners and their contractors, to enable them to perform the Owners' obligations under this Agreement.

3.2 Required Approvals. After the Owners' achievement of the Construction Start CPs, AWWU shall be responsible for obtaining and maintaining those Governmental Approvals and third-party approvals necessary for the completion of the Work as set forth on Exhibit F hereto (the "AWWU Approvals"), any costs of which shall be initially paid for by AWWU and reimbursed by Owners pursuant to Section 5.3. The Owners shall provide AWWU with such reasonable assistance as AWWU may request in obtaining such AWWU Approvals.

3.3 AWWU Representative. AWWU shall designate in writing and maintain at all times during the term of this Agreement an AWWU Representative to represent AWWU and to receive communications from the Owners with regard to the Work and the development of the Facility and the Access Bridges. The AWWU Representative shall act as the Owner's primary point of contact with the AWWU with respect to the Work, and shall be available to meet with the Owners and Project Manager, as reasonably requested, to discuss the Work or any issue related thereto. The AWWU Representative shall have full authority to act for AWWU under this Agreement; provided, that AWWU's Representative shall under no circumstances have the authority to amend (except for the signing of Change Orders), terminate or assign this Agreement. AWWU may change the AWWU Representative at any time upon written notice to the Owners. As of the Effective Date, the AWWU Representative shall be [_____][2].

3.4 Duty to Cooperate. AWWU shall, throughout the performance of the Work, cooperate with the Owners and perform its responsibilities, obligations and services under this Agreement in a timely manner, to facilitate the Owners timely and efficient performance of the Work and the Owners' obligations under this Agreement. AWWU shall provide timely reviews and approvals, including completing the design approval set forth in Section 4.3, such approvals not to be unreasonably withheld or delayed.

3.5 Site and AWWU Facilities Information. Except as set forth on Schedule 3.5, AWWU hereby represents and warrants that the conditions of the Site and of the AWWU Facilities are suitable for the Work and the completion of the Facility. AWWU hereby acknowledges that the Owners shall be entitled to rely on Schedule 3.5 and Exhibit B in preparing their assessment of the Work necessary to complete the Facility, as well as their work preparing the Project Schedule; and that if any information contained in Schedule 3.5 or Exhibit B is later found to be inaccurate, the Owners shall be entitled to a Change Order at their discretion pursuant to Section 7.3.

ARTICLE 4.
CONDITIONS PRECEDENT; PROJECT SCHEDULE, DESIGN APPROVAL

4.1 Construction Start Conditions Precedent.

[2] **Note to Accompany Final Draft**: To be populated after Governor approval and prior to execution.

(a) The obligations of the Owners to design, engineer, permit and construct the Facility as set forth in this Agreement, and the right of the Owners to conduct Work at the Site, and to physically interconnect the Facility with the AWWU Facilities as set forth in this Agreement, shall not be effective until the achievement of the following conditions precedent (the "Construction Start CPs"):

(i) The Owners receive final approval from the Governor of Alaska, with such approval not subject to any pending judicial review or appeal, for a Fish and Wildlife Program that requires the use of the AWWU Facilities as contemplated in this Agreement, provided that such approval includes no unexpected conditions materially adverse to the Owners or to AWWU, as determined in good faith by the Parties and in the exercise of commercially reasonable business judgment;

(ii) The Owners are issued lawful documentation from the Alaska Department of Natural Resources authorizing the use and transport of water as contemplated under the Transportation Agreement, including but not limited to an amendment of the Owners' Water Rights or other approval(s) authorizing a change of use to allow the Owners to use a portion of the Owners' Water Right to establish and continue instream flows in the Eklutna River;

(iii) The Owners and AWWU, with regard to AWWU Approvals, have obtained all Approvals necessary to conduct the Work; and

(iv) The Transportation Agreement and the Water Supply Agreement are in full force and effect and are valid, binding and enforceable against AWWU and the Owners in accordance with their terms.

(b) Notwithstanding Section 4.1(a), nothing in this Agreement shall be construed to prevent the Owners from conducting design and permitting work in preparation for Facility construction prior to the achievement of the Construction Start CPs. Such pre-construction Work shall be done at the sole discretion and financial risk of the Owners, and shall be treated as Work for which all of AWWU's duties and responsibilities hereunder shall apply unless otherwise stated.

4.2 Project Schedule. The Owners shall perform all Work in accordance with the Scope of Work and the Project Schedule. The Owners shall use commercially reasonably efforts to meet all milestones set forth in the Project Schedule, provided that all such milestones may be extended at the discretion of the Owners as may be reasonably necessary to accommodate delays in the achievement of the Construction Start CPs or the receipt of necessary Approvals that are outside the control of the Owners.

4.3 Submission for Design Approval. As of the Effective Date, the proposed design for the Facility is set forth in Exhibit A-3. The Owners may modify such design at their discretion until the achievement of the Construction Start CPs, at which point prior to the commencement of any construction activities at the Site, the Owners shall provide to AWWU final design drawings and proposals (and any applicable calculations, models, and reports developed in support thereof) for the Facility for AWWU's review and approval, such approval to not be unreasonably withheld or delayed. AWWU shall indicate to the Owners within thirty 30 Days after receipt of such design

drawings, proposals, calculations, models, and reports whether it approves or denies the design. If AWWU denies the design, the parties shall work in good faith to resolve the applicable issues and develop an updated design for AWWU approval.

4.4 Failure to Obtain Approvals. If, at any point during the Owners performance of the Work, the Owners or AWWU are unable to obtain any Approval necessary to construct or operate the Facility as intended herein and in the Fish and Wildlife Program, despite taking all reasonable commercial efforts to obtain such Approvals, then either Party may terminate this Agreement upon forty-five (45) Days prior written notice; and the Owners shall restore the site pursuant to Section 11.7.

4.5 Installation; Testing Procedures.

(a) Conduct of Tests. As soon as possible after installation of all Equipment necessary, as determined by the Owners in their sole discretion, to render the Facility mechanically and structurally complete, the Owners shall begin to conduct, or cause to be conducted, the Commissioning Procedures, in accordance with this Section 4.5 and the Commissioning Procedures Guidelines. Owners may perform and re-perform any number of Commissioning Procedures in accordance with the Commissioning Procedures Guidelines, and the Owners, at their discretion, may prematurely terminate any Commissioning Procedures so long as the remaining Commissioning Procedures are completed prior to Commercial Operation.

(b) AWWU Personnel. The Owners shall provide AWWU at least two (2) Business Days' prior notice of the intended commencement of the Commissioning Procedures. AWWU shall have at least one representative at the Site throughout the performance of the Commissioning Procedures, in order to monitor the taking of measurements to determine the performance and safety of the Facility, all in accordance with the Commissioning Procedures Guidelines.

4.6 Commercial Operation. When the Owners consider that the criteria for Commercial Operation have been met, including successful completion of the Commissioning Procedures in accordance with Section 4.5, the Owners shall so notify AWWU in writing, and shall provide AWWU with a completed Commercial Operation certificate issued by an independent licensed professional engineer, in the form set forth in Exhibit H (the "Commercial Operation Certificate").

4.7 Final Acceptance. The criteria for achieving Final Acceptance shall be that: (a) Commercial Operation has occurred; (b) AWWU has received from the Owners copies of all as-built drawings for the Work and the Facility; (c) AWWU has received from Owners all Equipment Documentation related to the AWWU Portion; (d) Owners have removed from the Site and properly disposed of all wastes created at or brought onto the Site by the Owners; and (e) an Owners' training program for AWWU's operation and maintenance personnel has been completed in accordance with the Scope of Work. When the Owners consider that the criteria for Final Acceptance have been met, the Owners shall so notify AWWU in writing. Within five (5) Days thereafter, AWWU shall either: (i) notify the Owners in writing that it agrees that Final Acceptance has been achieved, or (ii) advise the Owners of the items in Section 4.7(a) through (e) (collectively, "Final Acceptance Items") that AWWU believes have not yet been satisfied. Upon receipt of any

notice from AWWU of an alleged failure to satisfy a Final Acceptance Item, the Owners shall either: (A) satisfy such Final Acceptance Item(s); or (B) advise AWWU in writing that the Owners believes in good faith that all Final Acceptance Item(s) have been satisfied and shall request the commencement of negotiations pursuant to Section 11.5(a).

4.8 Post-Completion Facility O&M. Upon Final Acceptance and the applicable title transfers set forth in ARTICLE 6, AWWU shall be responsible for operating and maintaining the AWWU Facilities and the AWWU Portion; and the Owners shall be responsible for operating and maintaining the Owners' Portion. Each of AWWU and the Owners shall also have further specific ongoing operations and maintenance obligations for portions of the Facility during the "Delivery Term" of the Transportation Agreement, as further detailed in the Transportation Agreement.

4.9 Post-Completion Access Bridge Maintenance. Upon completion of any Access Bridge by the Owners, and possession and applicable title having passed to AWWU pursuant to Section 6.1(d), full responsibility for (and associated costs of) such Access Bridge maintenance shall belong to AWWU, except that the Owners shall use commercially reasonable efforts to obtain a one-year materials and workmanship warranty from the contractor(s) engaged by the Owners to construct the Access Bridges and then shall pass such warranty on to AWWU.

4.10 Skill and Expertise. Each Party shall use commercially reasonable efforts to ensure that all employees and contractors engaged in connection with the maintenance of, operation of, service of, and any future modification to (to include design, construction, commissioning, and installation) the Facility shall have the appropriate and necessary experience, skill and expertise to carry out the tasks efficiently, professionally, and in accordance with Prudent Industry Standards and applicable Laws.

ARTICLE 5.
COSTS; TAXES; REIMBURSEMENT

5.1 Costs. All costs to complete the Facility and perform the Work hereunder shall be the responsibility of Owners. The Owners shall reimburse AWWU pursuant to Section 5.3 for AWWU's reasonable actual costs related to or arising out of the development and construction of the Facility and related to all of AWWU's responsibilities set forth in ARTICLE 3, including but not limited to documented direct and indirect costs, overhead, general and administrative costs, staff time, and all other costs related to or arising out of the planning, engineering and project management associated with the Facility; provided that AWWU shall use commercially reasonable efforts to minimize such costs.

5.2 Taxes. The Owners shall be responsible for and shall pay any sales, use, gross receipts, occupation, and other taxes (excluding income and franchise tax imposed upon AWWU) that from time to time may become payable as a consequence of this Agreement.

5.3 Payments. For any costs described in Section 5.1 initially borne by AWWU, AWWU shall submit to each of the Owners a detailed accounting of such cost for which AWWU is seeking reimbursement, together with such supporting documentation as the Owners shall reasonably require. Within sixty (60) Days after receiving a properly completed application for reimbursement and all required supporting documentation, each of the Owners shall individually:

(i) pay AWWU their respective Cost Responsibility Proportion of the amounts set forth in AWWU's application for payment; or (ii) notify AWWU in writing that such Owner believes in good faith that a requested payment amount is not due and owing and shall request the commencement of negotiations pursuant to Section 11.5(a). In addition to the requirement that each Owner pay its Cost Responsibility Proportion as required in this Section, the Owners shall each be jointly and severally liable for all reimbursement obligations owed to AWWU under this Article 5.

ARTICLE 6.
TITLE; LOSS OR DAMAGE; FORCE MAJEURE

6.1 Title.

(a) Legal title to and ownership of the AWWU Portion shall pass to AWWU upon achievement of Final Acceptance free and clear of any and all liens, claims, security interests or other encumbrances. Title to drawings, specifications and like materials provided by Owners with respect to the AWWU Portion shall also pass to AWWU upon achievement of Final Acceptance. Owners shall deliver to AWWU such assignments, bills of sale or other documents as reasonably requested by AWWU to evidence such transfers of title and ownership.

(b) Legal title to and ownership of the Owners' Portion shall remain with Owners after Final Acceptance and throughout the term of the Transportation Agreement, free and clear of any and all liens, claims, security interests or other encumbrances imposed by AWWU.

(c) Legal title to and ownership of the AWWU Facilities shall remain with AWWU before, during, and after the construction of the Facility.

(d) Legal title to and ownership of any Access Bridge shall pass to AWWU upon completion of such Access Bridge. Owners shall deliver to AWWU such assignments, bills of sale or other documents as reasonably requested by AWWU to evidence such transfers of title and ownership, and if the Parties determine that an additional agreement between the Parties is necessary to detail specific Access Bridge construction and ownership transfer terms and conditions, the Parties shall negotiate such documentation in good faith and in accordance with the terms of this Agreement.

(e) Legal title to and ownership of all Owners' Water shall remain with the Owners at all times during construction of the Facility, including during the performance of the Commissioning Procedures.

6.2 Risk of Loss.

(a) Equipment. Notwithstanding anything herein to the contrary, the Owners shall have the full responsibility for care, custody and control of material and Equipment incorporated into the Work (including all Equipment and materials used in connection therewith), and shall bear the risk of loss thereof, until an applicable transfer of title to the Equipment for the AWWU Portion occurs, at which time risk of loss shall pass to AWWU.

(b) Water. For any quantity of Owners' Water flowing through AWWU's Facilities as part of the Commissioning Procedures or otherwise during the construction of the Facility: control, custody and risk of loss of such Owners' Water shall transfer from the Owners to AWWU at the Injection Point, where such Owners' Water shall comingle with AWWU's Water until reaching the Delivery Point, at which point the custody, control and risk of loss of a quantity of water equal to the original quantity of Owners' Water released into the AWWU Facilities at the Injection Point shall pass back to the Owners.

6.3 Force Majeure. Each Party shall be excused from performance and shall not be considered to be in default with respect to any obligation hereunder, except for the Owners' obligation to reimburse AWWU for costs pursuant to ARTICLE 5, if and to the extent that such Party's failure of, or delay in, performance is due to a Force Majeure Event; provided, that:

(a) such Party gives the other Party prompt written notice describing the particulars of the Force Majeure Event as soon as is reasonably practicable after becoming aware of the occurrence of the Force Majeure Event;

(b) the suspension of performance is of no greater scope and of no longer duration than are reasonably required by the Force Majeure Event;

(c) no obligations of an affected Party that arose before the occurrence of the Force Majeure Event causing the suspension of performance shall be excused as a result of such Force Majeure Event, unless and only to the extent that the performance of such obligations is impaired by the Force Majeure Event;

(d) the Party uses diligent commercially reasonable efforts to overcome or mitigate the effects of the Force Majeure Event; and

(e) when the Party is able to resume performance of its obligations under this Agreement, such Party shall give the other Party written notice to that effect, and shall promptly resume performance hereunder.

ARTICLE 7.
CHANGES

7.1 Change Orders. The Owners may propose Change Orders to AWWU if those Change Orders: (i) improve the Facility; (ii) are required by a Governmental Authority as a condition precedent to issuance of any Governmental Approval; or (iii) are otherwise advisable for the Work. This shall not affect the obligation of the Owners to perform the Work and to install the Facility in accordance with the terms of this Agreement, except as otherwise set forth in the Change Order or in Sections 7.2 or 7.3.

7.2 Changes to Project Schedule. In the event that any Change Order affects the amount of time needed to complete any portion of the Work, there shall be an equitable adjustment of the time of performance and the Project Schedule, as agreed to by the Parties.

7.3 Unanticipated Conditions. If any unusual or unanticipated conditions exist or arise at the Site such as Hazardous Materials, structural or geotechnical deficiencies, environmental

conditions, pollution or archeological findings not known to the Owners as of the Effective Date (collectively, "Unanticipated Conditions"), which conditions would involve the Owners incurring any expenses or delays to correct such conditions, the Owners shall submit a request for approval of the corrective work and expense pursuant to a Change Order, the approval of which by AWWU shall not be unreasonably withheld, conditioned or delayed, and such corrective work shall be deemed incorporated into the Scope of Work; provided, however, if any Unanticipated Conditions exist or arise that are contrary to those set forth on Schedule 3.5 or Exhibit B, then the Change Order submitted by the Owners in connection with such Unanticipated Conditions shall be deemed to be automatically approved by AWWU. All change orders under this Agreement shall be fulfilled at the sole expense of the Owners.

ARTICLE 8.
WARRANTIES

8.1 Warranties.

(a) Except as expressly set forth in Section 8.1(b), Owners do not make (and hereby expressly disclaim) any other warranties of any kind whatsoever.

(b) The Owners hereby warrant that as of the Commercial Operation Date: (i) the Facility will meet the requirements set forth in the Facility Criteria; (ii) the Facility will be free from defects in workmanship under normal operating conditions, provided that such warranty shall not apply to existing AWWU Facilities incorporated within the Facility; (iii) all Work will have been performed in accordance with Prudent Industry Standards and all requirements of this Agreement; and (iv) the Work, including but not limited to each item of Equipment incorporated therein, will be new and shall conform in all material respects with the plans and specifications prepared in accordance with this Agreement and all descriptions set forth herein.

(c) In conjunction with achievement of the Commercial Operation Date, the Owners hereby agree to assign to AWWU, and AWWU agrees to assume, all Subcontractor, supplier and manufacturer warranties set forth on Exhibit G relating to the AWWU Portion, and thereafter AWWU shall pursue all warranty claims thereunder directly with such Subcontractors, suppliers and manufacturers.

8.2 Warranty Period. Owners shall remedy any breach of the warranties set forth in Sections 8.1(b) discovered within 12 months of the Commercial Operation Date (the "Warranty Period").

8.3 Remedies. If the warranty set forth in Section 8.1 is breached or a defect or deficiency is discovered by Owners or AWWU during the Warranty Period, Owners shall repair, replace, and/or correct the applicable Work on a reasonably expedited basis while minimizing any impact of the failure on Facility availability and functionality or AWWU Facilities availability and functionality. AWWU shall permit the Owners access to the AWWU Facilities and the AWWU Portion necessary or useful to perform Owners' warranty obligations under this Agreement. All costs of Owners' performance of their warranty obligations shall be borne by Owners, including any removal, replacement and reinstallation of Equipment and materials necessary to gain access to defective Work.

8.4 Warranty Exclusions. The warranty obligations set forth in this ARTICLE 8 do not extend to Work that is damaged by or other potential warranty claims arising from: (a) the negligent acts or omissions of AWWU or its contractors, agents, employees, representatives or any other Person acting on behalf of AWWU; (b) Force Majeure Events; (c) any Equipment included in the AWWU Portion that is not maintained and operated by AWWU in accordance with all Equipment Documentation; (d) normal wear and tear; (e) any alteration, repair or replacement made without the prior written approval of the Owners or contrary to instructions from the Owners; or (f) conditions that existed prior to the completion of the Work, including any defects or deficiencies in any equipment included in AWWU Facilities not directly caused by the Owners as part of the Work (collectively, "Non-Owner Work"). In the event that the warranty service requested is related to Non-Owner Work or is covered by any warranty set forth on Exhibit G, the Owners shall have no further obligation.

8.5 NO IMPLIED WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE OWNERS MAKE NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, AND AWWU DISCLAIMS ANY WARRANTY OR GUARANTEE IMPLIED BY LAW, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT AND IMPLIED WARRANTIES OF CUSTOM OR USAGE.

ARTICLE 9.
LIMITATIONS ON LIABILITY

9.1 Aggregate Limitation of Liability. Notwithstanding any other provision of this Agreement, the total aggregate liability of the Owners and the total aggregate liability of AWWU arising out of or relating to this Agreement, from any and all causes, whether based on contract, tort (including negligence), strict liability or any other cause of action, shall in no event exceed ten million dollars ($10,000,000) for AWWU, and ten million dollars ($10,000,000) for the Owners collectively, provided that such limit shall not apply in the case of such Party's (i) gross negligence or willful misconduct, (ii) third-party indemnity obligation, or (iii) breach of any representation or warranty.

9.2 CUMULATIVE REMEDIES. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED, OR IF A REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY NON-EXCLUSIVE, THE NON-DEFAULTING PARTY SHALL HAVE THE RIGHT TO EXERCISE ALL RIGHTS AND REMEDIES AVAILABLE TO IT AT LAW OR IN EQUITY; PROVIDED, HOWEVER, THAT THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE WAIVED.

9.3 WAIVER OF CERTAIN DAMAGES. EXCEPT WITH RESPECT TO INDEMNIFICATION OF THIRD PARTY CLAIMS PURSUANT TO ARTICLE 10, OR AS OTHERWISE EXPRESSLY PROVIDED FOR HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, INDIRECT, BUSINESS INTERRUPTION OR SIMILAR DAMAGES, WHETHER BY STATUTE, IN TORT, BY CONTRACT OR OTHERWISE.

ARTICLE 10.
INDEMNIFICATION

10.1 Indemnity. To the fullest extent permitted by Law, each Party shall indemnify, hold harmless and defend the other Party and its directors, officers, shareholders, partners, agents and employees, and the Affiliates of the same (collectively, the "Indemnified Parties"), from and against any and all claims, loss, damage, expense and liability, including court costs and reasonable attorneys' fees (collectively, "Liabilities") incurred by the Indemnified Parties in connection with or arising from (i) the Work; and (ii) any claim for physical damage to or physical destruction of any part of the Facility, the AWWU Facilities, or death of or bodily injury to any person, to the extent any such Liability was caused by the negligence of the Indemnifying Party or its agents or employees or others under such Indemnifying Party's control, except any Liabilities incurred due to the negligence or willful misconduct of an Indemnified Party. For the purpose of the definition of "Indemnified Parties" AWWU shall not be considered to be an "Affiliate" of the MOA.

10.2 Environmental Indemnity. Notwithstanding any other provision hereof, each Party shall indemnify, defend and hold harmless the other Party and its Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Site of any Hazardous Material to the extent such Hazardous Material is deposited, spilled, released or otherwise caused by the Indemnifying Party or its Subcontractors or agents in connection with the Work.

10.3 Defense of Claims. A Party with an indemnification obligation pursuant to this ARTICLE 10 (an "Indemnifying Party") shall have the right to defend the Indemnified Parties pursuant to this ARTICLE 10 by counsel of the Indemnifying Party's selection (including insurance counsel) reasonably satisfactory to the Indemnified Party, unless in the opinion of counsel for the Indemnifying Party a conflict of interest between the Parties may exist with respect to such claim. If the Indemnifying Party does not assume the defense of the Indemnified Party, or if a conflict precludes counsel for the Indemnifying Party from providing the defense, then the Indemnifying Party shall reimburse the Indemnified Party on a monthly basis for the Indemnified Party's defense through separate counsel of the Indemnified Party's choice. Even if the Indemnifying Party assumes the defense of the Indemnified Party with acceptable counsel, the Indemnified Party, at its sole option, may participate in the defense, at its own expense, with counsel of its own choice without relieving the Indemnifying Party of any of its obligations hereunder. The Parties shall give each other prompt written notice of any asserted claims or actions indemnified against hereunder and shall cooperate with each other in the defense of any such claims or actions. Without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed, no Indemnifying Party shall settle any such claims or actions in a manner that would require any action or forbearance from action by any Indemnified Party.

ARTICLE 11.
DEFAULT AND REMEDIES; TERMINATION; DISPUTE RESOLUTION

11.1 Event of Default. The following shall constitute events of default on the part of either party (each, an "Event of Default") under this Agreement:

(a) If a Party makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of the insolvency of such Party, or if such Party files a petition seeking to take advantage of any other Law relating to bankruptcy, insolvency, reorganization, winding up or composition of or readjustment of debts and, in the case of any such proceeding instituted against such Party (but not by such Party) such proceeding is not dismissed within sixty (60) days of such filing;

(b) If a Party fails to comply with any material terms of this Agreement not otherwise set forth as an Event of Default in this Section 12.1(b) and fails to cure or remedy such failure within thirty (30) days after notice and a written demand is made by the non-defaulting Party to the defaulting Party to cure the same or, if such failure cannot be cured within thirty (30) days, the defaulting Party fails to commence to cure such failure within thirty (30) days after such notice and written demand and thereafter diligently pursue such cure to completion, which shall in no event be later than ninety (90) days after such notice;

(c) If a Party fails to make any payment due hereunder within sixty (60) days after written notice from the non-defaulting Party;

(d) If a Party defaults under the Water Supply Agreement or the Transportation Agreement; or

(e) If any representation or warranty of a Party in this Agreement proves to have been false or misleading in any material respect when made, and such Party has not, within thirty (30) days after written notification thereof from the non-defaulting Party, either fully remedied, or commenced and diligently pursued the remedy, of all adverse impacts on the non-defaulting Party resulting therefrom, all to the reasonable satisfaction of the non-defaulting Party.

11.2 Remedies Upon Event of Default. Upon the occurrence and continuation of an Event of Default, the non-defaulting Party shall have the right to terminate this Agreement and the Water Supply Agreement upon ten (10) days' prior written notice, and pursue any other remedy available to such non-defaulting party at law or in equity arising out of such Event of Default, including a claim for monetary damage or specific performance.

11.3 Site Restoration Upon Termination. If either Party terminates this Agreement for any reason during construction, the Owners shall promptly withdraw from the Site and shall remove all Equipment, returning the Site to its previous condition, all at Owners' cost, provided that if the Owners terminate for an AWWU Event of Default under this Agreement or the Water Supply Agreement or Transportation Agreement, AWWU shall reimburse the Owners for the costs of such removal.

11.4 Automatic Cross-Agreement Termination. If this Agreement is terminated for any reason, the Water Supply Agreement and the Transportation Agreement shall automatically terminate effective as of the same date as this Agreement's termination.

11.5 Dispute Resolution. In the event of any dispute arising under this Agreement (a "Dispute"), within ten (10) Business Days following notice by either Party, (i) each Party shall appoint a representative, and (ii) the representatives shall meet, negotiate and attempt in good faith to resolve the Dispute quickly, informally and inexpensively. In the event the representatives

cannot resolve the Dispute within thirty (30) Days after the first meeting, either Party may request that consideration and resolution of the Dispute be transferred to a designated representative of each Party's senior management. Within ten (10) Days following such a request, each Party shall submit a written summary of the Dispute describing the issues and claims to a senior officer of each Party designated to address the Dispute. Within ten (10) Business Days after receipt of each Party's Dispute summaries, the senior management representatives for both Parties shall negotiate in good faith to resolve the Dispute. If such senior management representatives are unable to resolve the Dispute within thirty (30) Days thereafter, either Party may pursue any available legal remedies.

ARTICLE 12.
REPRESENTATIONS

12.1 General Representations and Warranties. Each Owner and AWWU hereby represents and warrants that:

(a) It is duly organized, validly existing and in good standing under the Laws of the state of its formation and is duly qualified to do business in the jurisdiction where the Site is located.

(b) It has all necessary power and authority to execute, deliver and perform its obligations under this Agreement; its execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate, municipal, or other action on its part; and this Agreement has been duly and validly executed and delivered by it and constitutes its legal, valid and binding obligation enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization or moratorium or other similar Laws relating to the enforcement of creditors' rights generally and by general equitable principles.

(c) It is not in violation of any applicable Law, or any judgment entered by any federal, state, local or other Governmental Authority, which violations, individually or in the aggregate, would adversely affect its performance of any obligations under this Agreement. There are no legal or arbitration proceedings or any proceeding by or before any Governmental Authority, now pending or (to its best knowledge) threatened against it which, if adversely determined, could have a material adverse effect upon its financial condition, operations, prospects or business, as a whole, or its ability to perform under this Agreement.

(d) No authorization, approval, exemption, or consent of or by any Person is required by it in connection with the execution, delivery, and performance of this Agreement. In addition, each Party represents and warrants to the other Party that the Governmental Approvals required to be obtained by such Party either have been obtained by such Party and are in full force and effect on the date hereof or will be obtained by such Party and will be in full force and effect on or prior to the date on which they are required, under applicable Law, to be in full force and effect, so as to permit the Owners to commence and prosecute the Work to completion in accordance with the Project Schedule.

(e) The execution and delivery of this Agreement, and the consummation of the transactions herein contemplated and compliance with the terms and provisions hereof by it, will not conflict with or result in a material breach of, or require any consent under, any of its constitutive documents, or any applicable Law, or any agreement or instrument to which it is a party or by which it is bound or to which it is subject, or constitute a material default under any such agreement or instrument.

ARTICLE 13.
NOTICES

13.1 Writing. Except as set forth in Section 13.2, any notice, statement, demand, claim, offer or other written instrument required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and shall be sent by email, facsimile, hand messenger delivery, overnight courier service, or certified mail (receipt requested) to the other Party at the address set forth in Exhibit L. Each Party shall have the right to change the address information to which notice shall be sent or delivered or to specify additional addresses to which copies of notices may be sent, in either case by similar notice sent or delivered in like manner to the other Party. All notices shall be effective upon receipt.

13.2 Technical Communications. Any technical or other communications pertaining to the Work shall be between the Project Manager and the AWWU Representative or other representatives appointed by the Project Manager or the AWWU Representative. Each Party shall notify the other in writing of the name of such representatives. The Project Manager or other designated representatives shall be reasonably satisfactory to AWWU, have knowledge of the Work, and be available at all reasonable times for consultation.

ARTICLE 14.

CONFIDENTIALITY; PUBLIC STATEMENTS

14.1 Confidentiality. The Parties agree that the Parties' proposals, communications, negotiations, and information exchanged prior to the Effective Date concerning this Agreement and the development thereof, and technical and other information regarding or relating to the Facility, the Access Bridges or the Work exchanged between the Parties that is or otherwise clearly communicated to the receiving Party as "Confidential" constitute "Confidential Information" of the disclosing Party. The Owners and AWWU each agree to hold such Confidential Information wholly confidential. Such Confidential Information may only be used by the Parties for the purposes related to the approval, or administration or enforcement of this Agreement.

14.2 Disclosure. Each Party agrees not to disclose Confidential Information of the other Party to any other Person (other than its Affiliates, counsel, consultants, lenders, partners, members, employees, officers and director, and then only to Persons subject to similar confidentiality restrictions as those set forth herein), without the prior written consent of the other Party, provided, that, either Party may disclose Confidential Information, if such disclosure is required by Law, including without limitation, pursuant to an order of a court or regulatory agency or in order to enforce this Agreement or to seek approval of this Agreement. In the event a Party is required by Law or a Governmental Authority to disclose Confidential Information, such Party,

prior to such disclosure, shall provide reasonable advance notice to the other Party of the time and scope of the intended disclosure, in order to permit such non-disclosing Party the opportunity to obtain a protective order or to otherwise seek to prevent or limit the scope or otherwise impose conditions upon such disclosure.

14.3 Injunctive Relief. Each Party agrees that violation of the terms of Sections 14.1 and 14.2 constitutes irreparable harm to the other, and that the harmed Party may seek any and all remedies available to it at law or in equity, including but not limited to injunctive relief.

14.4 Release of Agreement. The Parties agree that this Agreement, upon execution, shall not be considered Confidential Information. Except as required by Law, releasing the Agreement to the public shall be the sole responsibility of the Owners, to be released in the manner at a time decided in their sole discretion.

14.5 AWWU Public Statements.

(a) Until that date upon which the Fish and Wildlife Program is approved by the Governor of Alaska, and absent any pending judicial review or appeal, any public statements made by AWWU about the Fish and Wildlife Program or the development of the Facility must be approved by the Owners, such approval not to be unreasonably withheld or delayed. Notwithstanding the foregoing, AWWU may respond to any inquiries from any Governmental Authority in a manner consistent with this Agreement.

(b) AWWU shall make best efforts to ensure that all of the employees, agents, contractors and consultants of AWWU do not engage in any public activities while acting as employees, agents, contractors or consultants of AWWU, to include the public expression of statements that are reasonably likely to have an adverse effect on the public's perception of the Fish and Wildlife Program and the development of the Facility, it being understood by both AWWU and the Owners that such negative public statements may undermine the ability of the Owners to satisfy their obligations under the 1991 Agreement; provided, however, that the Parties acknowledge that AWWU cannot restrict the rights of such people to express their personal opinions as private citizens.

ARTICLE 15.
MISCELLANEOUS

15.1 Reasonability. The Parties shall act in a reasonable manner and in accordance with principles of good faith and fair dealing in the performance of this Agreement. Unless expressly provided otherwise in this Agreement and whether or not stated: (a) where this Agreement requires the consent, approval, or similar action by a Party, such consent or approval shall not be unreasonably withheld, conditioned, or delayed; and (b) wherever this Agreement gives a Party a right to determine, require, request, specify, or take similar action with respect to a matter, such determination, requirement, request, specification, or similar action must be reasonable.

15.2 Entire Agreement. This Agreement, together with all Schedule and Exhibits hereto, embodies the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings of the Parties, verbal or written, relating to the subject matter hereof.

15.3 Waiver. Any waiver of the provisions of this Agreement must be in writing and shall not be implied by any usage of trade, course of dealing or course of performance. No exercise of any right or remedy by AWWU or the Owners constitutes a waiver of any other right or remedy contained or provided by Law. Any delay or failure of a Party to exercise, or any partial exercise of, its rights and remedies under this Agreement shall not operate to limit or otherwise affect such rights or remedies. Any waiver of performance hereunder shall be limited to the specific performance waived and shall not, unless otherwise expressly stated in writing, constitute a continuous waiver or a waiver of future performance.

15.4 Assignment. Neither Party shall assign this Agreement or any of its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, either Party, without relieving itself from liability hereunder, and without the need for consent from the other Party, provided that any such assignee shall agree to be bound by all terms and conditions hereof, may transfer, pledge or assign this Agreement: (a) to any person or entity succeeding to all or substantially all of the assets of the assigning Party; or (b) to a successor entity in a merger or acquisition transaction. Any assignment made in contravention of this Section 15.4 shall be void and unenforceable.

15.5 Governing Law; Submission to Jurisdiction; Venue; No Jury Trial.

(a) Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND INTERPRETED AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ALASKA, EXCLUDING ANY CHOICE OF LAW RULES.

(b) Submission to Jurisdiction, Venue. The Parties agree that any suit, action or other legal proceeding by or against any Party (or its Affiliates or designees) with respect to or arising out of this Agreement shall be brought exclusively in the courts of the State of Alaska, in the Municipality of Anchorage, as the Party instituting such suit, action or other legal proceeding may elect, provided that claims related to federal water rights, federal legislation enabling the Facility or AWWU Facilities, or the 1991 Agreement may be brought in the United States District Court for the District of Alaska. By execution and delivery of this Agreement, each Party (for itself, its Affiliates and its designees) irrevocably and unconditionally consents and submits to the exclusive jurisdiction of such courts and the appellate courts therefrom, and waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding. The Parties irrevocably consent to the service of process in any such action or proceeding by the mailing of copies thereof by registered or certified mail, first class postage prepaid to the addresses set forth in Section 13.1.

(c) No Jury Trial. EACH OF THE PARTIES HEREBY WAIVES ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(d) Duty to Proceed. Pending final resolution of any Dispute, the Owners and AWWU shall continue to fulfill their respective obligations hereunder that are not the subject of the Dispute.

15.6 Construction. This Agreement is to be construed so as to effectuate the normal and reasonable expectations of a sophisticated buyer and seller of the equipment and services covered by this Agreement and shall not be construed either for or against either Party. No provision of this Agreement shall be construed or interpreted for or against either Party because such Party drafted or caused its legal representative to draft the provision.

15.7 Headings. The titles or headings of the various sections, articles and paragraphs hereof are intended solely for convenience and ease of reference and are not intended, and are not to be deemed for any purpose, to modify or explain or place any interpretation or construction upon any of the provisions of this Agreement.

15.8 Status of the Parties. The Owners and its Subcontractors shall be independent contractors in relation to AWWU with respect to the Work; and neither the Owners nor their Subcontractors, nor the employees or agents of either, shall be deemed to be the employees, representatives or agents of AWWU in connection with any matter relating to this Agreement. No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties.

15.9 Insurance. The Owners shall maintain the required insurance policies as set forth on Exhibit J-1 and AWWU shall maintain the required insurance policy as set forth on Exhibit J-2.

15.10 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and legal benefit of the Owners and AWWU, and their permitted successors and assigns, and no other person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Agreement.

15.11 Further Assurances. Each Party agrees to execute and deliver all further instruments and documents, and take all further action, as may be reasonably necessary to complete performance by the Parties hereunder and to effectuate the purposes and intent of this Agreement.

15.12 Amendments. Except for any Change Order issued pursuant to ARTICLE 7, a removal of an Owner pursuant to Section 2.5, or a redesignation of the Project Manager, the AWWU Representative or notice information under Section 13.1, no change, amendment or modification of this Agreement shall be valid or binding upon the Parties unless such change, amendment or modification shall be in writing and duly executed by the Parties.

15.13 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, such determination will not affect any other provision of this Agreement and all other provisions will remain in full force and effect.

15.14 Conflicting Provisions. In the event of any conflict between this document and any Schedule or Exhibit attached hereto, the terms and provisions of this document, as amended from time to time, shall control. In the event of any conflict among the Exhibits, the Exhibit of the latest date mutually agreed to by the Parties shall control.

15.15 Survival. The provisions of ARTICLE 1, ARTICLE 6, ARTICLE 8, ARTICLE 9, ARTICLE 10, ARTICLE 11, ARTICLE 12, ARTICLE 13, and ARTICLE 15 shall survive termination of this Agreement for any reason.

15.16 Counterparts. This Agreement may be executed in any number of separate counterparts and delivered by electronic means, each of which when so executed shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

[***Remainder of page intentionally left blank***]

IN WITNESS WHEREOF, the Parties have caused this Water Facilities Interconnection Agreement to be executed by their duly authorized representatives as of the Effective Date.

AWWU:

ANCHORAGE WATER AND WATERWATER UTILITY, A DEPARTMENT OF THE MUNICIPALITY OF ANCHORAGE

By: _____

Name: _____

Title: Municipal Manager

By: _____

Name: _____

Title: General Manager

OWNERS:

CHUGACH ELECTRIC ASSOCIATION

By: _____

Name: _____

Title: _____

MATANUSKA ELECTRIC ASSOCIATION

By: _____

Name: _____

Title: _____

MUNICIPALITY OF ANCHORAGE

By: _____

Name: _____
Title: _____

Schedule 1.1

Definitions

"1991 Agreement" means that certain Agreement between the Municipality of Anchorage, Chugach Electric Association, Inc., Matanuska Electric Association, Inc., the United States Fish and Wildlife Service, the National Marine Fisheries Service, the State of Alaska, and the Alaska Energy Authority Relative to the Eklutna and Snettisham Hydroelectric Projects, dated August 7, 1991, as amended.

"Access Bridges" has the meaning set forth in the Recitals.

"Affiliate" means, with respect to any Person, any other Person controlling, controlled by or under common control with such first Person. For purposes of this definition and the Agreement, the term "control" (and correlative terms) means (1) the ownership of 50% or more of the equity interest in a Person, or (2) the power, whether by contract, equity ownership or otherwise, to direct or cause the direction of the policies or management of a Person.

"Agreement" has the meaning set forth in the Preamble, and shall include all Exhibits and Schedules hereto.

"Approvals" means Governmental Approvals and third-party approvals.

"AWWU" has the meaning set forth in the Preamble, and shall include all successors and permitted assigns of AWWU.

"AWWU Approvals" has the meaning set forth in Section 3.2.

"AWWU Isolation Valve" has the meaning set forth in Exhibit A-1.

"AWWU Facilities" has the meaning set forth in the Recitals.

"AWWU Representative" means the person designated by AWWU in accordance with Section 3.3 to act as the Owners' primary point of contact with AWWU.

"AWWU's Portion" has the meaning set forth in Exhibit A-1.

"AWWU's Water Permit" means that permit belonging to AWWU (LAS 2569) to use Owners' Water Rights for up to 41 million gallons per day for public water supply pursuant to the Act of October 30, 1984, 98 Stat. 2823, as may be replaced as described in Section 3.1 of the Water Supply Agreement.

"AWWU's Water" means any and all water belonging to AWWU pursuant to AWWU's Water Permit.

"Business Day" means any day other than a Saturday, Sunday or legal holiday in the state of Alaska.

"Change Order" means a written order signed by Project Manager and AWWU authorizing a change in the Work or an adjustment in the Project Schedule for performance or delivery of the Work.

"Chugach" has the meaning set forth in the Preamble, and shall include all successors and permitted assigns of Chugach.

"Commercial Operation" means that: (a) Owners have completed the Commissioning Procedures and the Facility has met the Facility Criteria; and (b) Owners have provided the Commercial Operation Certificate to AWWU.

"Commercial Operation Certificate" has the meaning set forth in Section 4.6.

"Commercial Operation Date" means the date upon which Commercial Operation is achieved.

"Commissioning Procedures" means a test of function of the Facility in accordance with the Commissioning Procedures Guidelines and Section 4.5.

"Commissioning Procedures Guidelines" means the guidelines for the Commissioning Procedures set forth on Exhibit E.

"Confidential Information" has the meaning set forth in Section 14.1.

"Construction Start CPs" has the meaning set forth in Section 4.1.

"Cost Responsibility Proportion" shall mean, with respect to each Owner, the percentage of the total applicable Eklutna Hydroelectric Project costs that such Owner is obligated to pay as agreed to by the Owners, which as of the Effective Date shall be, with respect to MOA, 19.05%, with respect to Chugach, 64.28%, and with respect to MEA, 16.67%, and which may be changed hereunder upon agreement between the Owners at any time.

"Day" or "day" means a calendar day, unless expressly specified otherwise.

"Delivery Point" has the meaning set forth in Exhibit A-1 and is depicted on the schematic included as part of Exhibit B.

"Delivery Point Meter" has the meaning set forth in Exhibit A-1.

"Dispute" has the meaning set forth in Section 11.5.

"Effective Date" has the meaning set forth in the Preamble.

"Eklutna Hydroelectric Project" means the Eklutna Hydroelectric Project initially authorized, constructed and operated pursuant to the Eklutna Project Act of July 31, 1950 (64 Stat. 382, as amended), including any and all property and facilities acquired or used in connection therewith, all of which was then sold to the Owners by the United States of America on October 2, 1997.

"Equipment" means all of the equipment, materials, apparatus, structures, supplies and other goods required by the terms of this Agreement to complete the Work and to be incorporated into the Facility. Equipment shall not include any materials, apparatus or tools owned by the Owners or any Subcontractor that are used to complete the Work but are not contemplated under this Agreement to become part of the Work or the Facility.

"Equipment Documentation" means copies or originals of all recommended operating specifications, warranties, manuals, test reports, vendor information and all other similar information obtained or prepared, and to be delivered, by the Owners in accordance with the terms of this Agreement.

"Event of Default" has the meaning set forth in Section 11.1.

"Facility" has the meaning set forth in the Recitals.

"Facility Criteria" means the criteria set forth in Exhibit I.

"Final Acceptance" means the final acceptance of the Work by AWWU, as demonstrated by the process set forth in Section 4.5.

"Final Acceptance Items" has the meaning set forth in Section 4.5.

"Fish and Wildlife Program" has the meaning set forth in the Recitals.

"Force Majeure Event" means the occurrence of any act or event beyond the reasonable control of the Party affected that prevents the affected Party from performing its obligations under this Agreement, in full or part, if such act or event is beyond the reasonable control of, and not the result of the fault or negligence of, the affected Party and such Party has been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums), including the following: drought, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance, sabotage, terrorism or threat of terrorism, strike or labor difficulty, accident or curtailment of supply or equipment, total casualty to equipment, or restraint, order or decree by a Governmental Authority. Notwithstanding the foregoing, Force Majeure Events shall expressly not include mechanical or equipment failures (except to the extent any such failure is itself caused by a Force Majeure Event), nor any diminution in water quality in Eklutna Lake.

"Governmental Approvals" means all authorizations, consents, licenses, leases, rulings, certifications, registrations, exemptions, permits, certificates, and approvals from any Governmental Authority.

"Governmental Authority" means any federal, state or local government, any political subdivision thereof, or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or other entity having jurisdiction over the performance of the Work, the Facility or its operations, or the health, safety or environmental conditions of the Site or otherwise over the Parties.

"Hazardous Material" means any waste, chemical or other substance or material that is defined as "hazardous" or "toxic" or by any other similar term under any applicable Law relating to environmental, health or safety matters.

"Indemnified Parties" has the meaning set forth in Section 10.1.

"Indemnifying Party" has the meaning set forth in Section 10.3.

"Injection Point" means the point where AWWU Facilities meet facilities owned by the Owners near the outlet of the Eklutna Lake, where AWWU receives all of AWWU's Water from Eklutna Lake, as depicted in the schematic included as part of Exhibit B.

"Isolation Valve Structure" has the meaning set forth in Exhibit A-1.

"Isolation Valves" has the meaning set forth in Exhibit A-1.

"Law" means any constitution, charter, act, statute, law, ordinance, code, rule, regulation, order, specified standards or objective criteria contained in any applicable permit or approval (which standards or

criteria must be met in order for the Work to be performed lawfully) or other legislative or administrative action of any Governmental Authority or a final decree, judgment or order of a court or tribunal.

"Liabilities" has the meaning set forth in Section 10.1.

"MEA" has the meaning set forth in the Preamble, and shall include all successor sand assigns of MEA.

"MOA" has the meaning set forth in the Preamble, and shall include all successor sand assigns of MOA.

"Non-Owner Work" has the meaning set forth in Section 8.4.

"Owners" has the meaning set forth in the Preamble, and shall include all successors and permitted assigns of the Owners.

"Owner" has the meaning set forth in the Preamble, and shall include all successors and permitted assigns of an Owner.

"Owners' Isolation Valve" has the meaning set forth in Exhibit A-1.

"Owners' Portion" has the meaning set forth in Exhibit A-1.

"Owners' Water" means any and all water belonging to the Owners pursuant to the Owners' Water Rights.

"Owners' Water Rights" means that certain senior priority water right held by the Owners for the water in Eklutna Lake for use in generating power for the Eklutna Hydroelectric Project as described in water rights certificate ADL 44944.

"Party" and "Parties" has the meaning set forth in the Preamble.

"Person" means any individual, partnership, corporation, limited liability company, association, business, trust, government or political subdivision thereof, Governmental Authority or other entity.

"Project Manager" means the Project Manager designated by the Owners in accordance with Section 2.5.

"Project Schedule" means the Project Schedule attached hereto as Exhibit D.

"Prudent Industry Standards" means those standards of care and diligence normally practiced by water transportation infrastructure engineering, construction and installation firms in performing services of a similar nature in a similar jurisdiction in which the Work will be performed. Prudent Industry Standards are not intended to be limited to optimum practice or methods, but rather to be a spectrum of reasonable and prudent practices and methods that must take the conditions specific to any given water transportation facility under consideration.

"River Release Structure" has the meaning set forth in Exhibit A-1.

"Scope of Work" means the Scope of Work attached hereto as Exhibit C.

"Site" means the location of the Facility as further described in Exhibit B.

"Standard of Work" has the meaning set forth in Section 2.2.

"Subcontractor" means any Person with whom the Owners, or any individual Owner, enters into an arrangement for the performance of any portion of the Work, including Persons at any tier with whom any Subcontractor has further subcontracted any portion of the Work, and the legal or personal representatives, successors, and assigns of such Person.

"Transportation Agreement" has the meaning set forth in the Recitals.

"Unanticipated Conditions" has the meaning set forth in Section 7.3.

"Warranty Period" has the meaning set forth in Section 8.2.

"Water Supply Agreement" has the meaning set forth in the Recitals.

"Work" means all phases of Owners' performance of their construction-related obligations under this Agreement, including engineering, design, procurement, construction, erection, installation, training, testing with respect to the Facility, and the installation of the Access Bridges. For the sake of clarity, any operation and maintenance of the Facility occurring after Final Acceptance does not constitute Work hereunder, unless such operation or maintenance is being conducted pursuant to the warranty provisions set forth in ARTICLE 8.

Schedule 3.5[3]

Site and AWWU Facilities Conditions

[3] **Note to Accompany Final Draft**: This Exhibit will be populated by AWWU after Governor approval and prior to signing.

Exhibit A-1[4]

Eklutna River Release Facility Description and Definitions

The **"*Eklutna River Release Facility"*** shall consist of an Isolation Valve Structure and the River Release Structure.

The "***Isolation Valve Structure***" shall include:

- a new tee to be built in the AWWU pipeline downstream of the AWWU tunnel/pipeline transition and upstream of the AWWU portal valve (the "***Delivery Point***")
- A 54-inch gate valve on the main segment of AWWU pipeline intended to provide dual means of isolation for AWWU's pipeline segment ("***AWWU Isolation Valve***")
- A 42-inch gate valve on the branch segment of AWWU pipeline intended to provide isolation to the river release structure ("***Owners' Isolation Valve***", together with the AWWU Isolation Valve, the "***Isolation Valves***").
- Related controls and communication technology to be installed by the Owners in the main line of the AWWU Facilities.

The "***River Release Structure***" shall include:

- [A new pipeline from the Isolation Valve Structure to the Eklutna River]
- Control valves
- A new meter installed at the Delivery Point ("***Delivery Point Meter***")
- Monitoring and control equipment to be installed by Owners [*describe where]*.

"***AWWU's Portion***" of the Facility shall consist of the Isolation Valve Structure [and _____]

The "***Owners' Portion***" of the Facility shall consist of the River Release Structure [and _____]

---

[4] **Note to Accompany Final Draft**: This Exhibit will be revised and finalized by Owners to reflect the proposal approved by the Governor and prior to signing.

Exhibit A-2[5]

Description of Facility Controls, Metering, and Communication Facilities

[5] **Note to Accompany Final Draft**: This Exhibit will be populated after Governor approval and prior to signing.

Exhibit A-3[6]

Design (as of Effective Date)

[6] **Note to Accompany Final Draft**: This Exhibit will be populated by Owners after Governor approval and prior to signing.

Exhibit B[7]

Description and Schematic of Site, AWWU Facilities, and Injection Point and Delivery Point

[7] **Note to Accompany Final Draft**: This Exhibit will be populated by Owners after Governor approval and prior to signing.

Exhibit C

Scope of Work[8]

(a) Supply and Procurement. Owners shall at their own expense procure or supply and pay for all of the Equipment, and arrange and pay for the delivery of all of the Equipment to the Site.

(b) Engineering and Design. Owners shall at their own expense design and provide engineering services with respect to the Facility in a manner that shall be:

(i) Consistent with the actual conditions existing at the Site;

(ii) Consistent with the requirements set forth in this Scope of Work;

(iii) Sufficient, complete, and adequate in all respects necessary to enable the Facility to satisfy (A) the Facility Criteria and (B) all required Governmental Approvals;

(iv) In conformance with applicable Laws, including national, state, and local engineering, construction, safety, and electrical codes and standards, as specified in the Scope of Work, or if none are specified for the particular matter, with Prudent Industry Standards; and

(v) In form and content acceptable to all Governmental Authorities.

(c) Construction and Installation. Owners shall provide, install, complete and pay for all labor, Equipment, tools, supplies, construction equipment and machinery, utilities and consumables, transportation and other facilities and services (including any temporary materials, equipment, supplies and facilities) necessary for the proper execution and completion of the Work. All construction and installation performed by the Owners under this Agreement shall be in accordance with the given manufacturer's written instructions and Prudent Industry Standards, in each case unless otherwise agreed by AWWU in advance in writing.

(d) Utilities. The Owners shall provide all of the transmission, power, and communication facilities necessary for construction.

(e) Equipment Documentation and Equipment Training. The Owners shall provide AWWU with all Equipment Documentation for the AWWU Portion, and shall provide AWWU's personnel with up to five (5) days of on-site training in the use and operation of the AWWU Portion, as further detailed in the Transportation Agreement.

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[8] **Note to Accompany Final Draft**: This Exhibit is subject to further revisions and will be finalized after Governor approval and prior to signing.

(f) Approvals. Except for applicable AWWU Approvals, the Owners shall obtain and maintain all Approvals (including all fees and permits) required to perform the Work, including (without limitation) approvals and agreements required to interconnect the Facility with the AWWU Facilities. The Owners shall pay for all such Approvals, and shall reimburse AWWU for costs associated with obtaining and maintaining all AWWU Approvals. Owners shall promptly provide AWWU with copies of all such Approvals upon the Owners' obtaining such Approvals. In order to assist the Owners in obtaining such Approvals, AWWU shall provide the Owners with such reasonable assistance as the Owners may request.

(g) Security. The Owners shall be responsible for the security of the Work and shall construct security facilities (e.g. fencing surrounding the Facility at the Site) to ensure the security of the Work. The Owners shall coordinate with AWWU for the ingress and egress of the Owners' personnel to and from the Site to minimize disruption of AWWU operations.

(h) Conduct at Site. AWWU shall have access to the Site at all times, and the Owners shall, and shall require their Subcontractors to, use commercially reasonable efforts to avoid inhibiting the operations of AWWU at the Site, and the operation of the AWWU Facilities. The Owners shall comply with work rules and work hours reasonably established by AWWU with regard to Work involving the AWWU Facilities.

Exhibit D

Project Schedule[9]

[9] **Note to Accompany Final Draft**: This Exhibit will be populated after Governor approval and prior to signing.

Exhibit E

Commissioning Procedures Guidelines[10]

[10] **Note to Accompany Final Draft**: This Exhibit will be populated after Governor approval and prior to signing.

Exhibit F[11]

AWWU Approvals

[11] **NTD**: AWWU to Provide.

Exhibit G

Pass-through Warranties for AWWU Portion[12]

[12] **Note to Accompany Final Draft**: This Exhibit will be populated after Governor approval and prior to signing.

Exhibit H[13]

Form of Commercial Operation Certificate

[13] **Note to Accompany Final Draft**: This Exhibit will be provided by Owners after Governor approval and prior to signing.

Exhibit I[14]

Facility Criteria

[14] **Note to Accompany Final Draft**: This Exhibit will be populated by Owners after Governor approval and prior to signing.

Exhibit J-1[15]

Owners' Insurance Requirements

[15] **Note to Accompany Final Draft**: This Exhibit will be populated by the Parties after Governor approval and prior to signing.

Exhibit J-2[16]

AWWU Insurance Requirements

[16] **Note to Accompany Final Draft**: This Exhibit will be populated by the Parties after Governor approval and prior to signing.

Exhibit K[17]

Description of Access Bridges (to be developed by Owners)

[17] **Note to Accompany Final Draft**: This Exhibit will be populated after Governor approval and prior to signing.

Exhibit L[18]

Notice Information; Project Manager; AWWU Representative

If delivered to the Owners, o them at	Chugach Electric Association, Inc. Attention: [_____] **[ADDRESS 1]** **[ADDRESS 2]** **[CITY, STATE, ZIP]** Phone: [(___) ___-____] Email: [_____] Matanuska Electric Association, Inc. Attention: [_____] **[ADDRESS 1]** **[ADDRESS 2]** **[CITY, STATE, ZIP]** Phone: [(___) ___-____] Email: [_____] Municipality of Anchorage Attention: [_____] **[ADDRESS 1]** **[ADDRESS 2]** **[CITY, STATE, ZIP]** Phone: [(___) ___-____] Email: [_____]
If delivered to AWWU, to it at	Anchorage Water and Wastewater Utility, a department of the Municipality of Anchorage Attention: [_____] **[ADDRESS 1]** **[ADDRESS 2]** **[CITY, STATE, ZIP]** Phone: [(___) ___-____]
Project Manager	[_____]
AWWU Representative	[_____]

[18] **Note to Accompany Final Draft**: To be populated immediately prior to execution, after Governor approval, as such information is subject to change.

Exhibit B

Final Form

LONG-TERM WATER TRANSPORTATION AGREEMENT

by and between

Anchorage Water and Wastewater Utility

as

Provider

And

Chugach Electric Association, Inc,

Matanuska Electric Association, Inc., and the Municipality of Anchorage

as

Owners

Dated as of [_____][1]

EKLUTNA RIVER RELEASE FACILITY

---

[1] **Note to Accompany Final Draft**: This Agreement has been form agreed as between the Parties but will not be signed by the MOA until after Governor approval of the Fish and Wildlife Plan has occurred and such signatures have been authorized by the Anchorage Assembly. Prior to execution, this footnote can be deleted from the draft.

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LONG-TERM WATER TRANSPORTATION AGREEMENT

This LONG-TERM WATER TRANSPORTATION AGREEMENT (this "Agreement"), dated as of [_____] (the "Effective Date"), is entered into by and between Anchorage Water and Wastewater Utility ("AWWU"), and Chugach Electric Association, Inc. ("Chugach"), Matanuska Electric Association, Inc. ("MEA"), and the Municipality of Anchorage ("MOA") (each of Chugach, MEA, and MOA is an "Owner" and collectively they are referred to as the "Owners"). The Owners and AWWU are sometimes referred to herein as a "Party" or collectively as the "Parties".

R E C I T A L S

WHEREAS, the Owners own and operate the Eklutna Hydroelectric Project, commissioned in 1954, which includes an earthen dam at the outlet of Eklutna Lake and which, under normal operating conditions, diverts all inflows of water into the Eklutna Lake for hydroelectric production rather than into the Eklutna River;

WHEREAS, AWWU owns and operates certain existing water transportation facilities integrated with the Eklutna Hydroelectric Project as further described and depicted in Exhibit B (the "AWWU Facilities") located near the outlet of Eklutna Lake and adjacent to the Eklutna River, which AWWU uses to provide public water supply for its customers;

WHEREAS, the Owners are parties to the 1991 Agreement (as defined below), pursuant to which they are required to develop and implement a Fish and Wildlife program every thirty-five years to protect, mitigate damages to, and enhance fish and wildlife impacted by the development of the Eklutna Hydroelectric Project (the "Fish and Wildlife Program");

WHEREAS, as a result of the process set forth in the 1991 Agreement, the Owners have developed a draft Fish and Wildlife Program in which the Owners propose to: (1) develop an Eklutna River release facility consisting in part of AWWU Facilities and facilities constructed pursuant to the Interconnection Agreement, all as further described in Exhibit A and as will be depicted as-built in the Operating Procedures (the "Facility"); (2) to transport water from Eklutna Lake through the Facility and release it into the Eklutna River; and (3) to maintain and operate the Facility;

WHEREAS, in connection with the execution of this Agreement and in order to enable future implementation of the Fish and Wildlife Program (if approved by the Governor of Alaska) and address compensation for AWWU's use of Owners' Water Rights, the Parties also entered into a Water Facilities Interconnection Agreement (the "Interconnection Agreement") pursuant to which the Parties will construct the Facility, and a new Public Water Supply Agreement (the "Water Supply Agreement");

WHEREAS, after the Facility achieves Final Acceptance pursuant to the terms of the Interconnection Agreement and all other conditions precedent set forth herein are achieved, (1) the Owners' desire to engage AWWU to provide, and AWWU desires to provide, the Water Transportation Services; and (2) the Owners and AWWU each desire to operate and maintain portions of the Facility pursuant to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises of this Agreement, the Interconnection Agreement, and the Water Supply Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owners and AWWU, intending to be legally bound, hereby agree as follows:

ARTICLE 1.
DEFINITIONS; INTERPRETATION; EXHIBITS

1.1 Defined Terms. Capitalized terms used in this Agreement without other definition shall have the meanings set forth in Schedule 1.1, unless the context requires otherwise.

1.2 Interpretation. As used in this Agreement, the terms "herein," "herewith" and "hereof" are references to this Agreement, taken as a whole; the terms "includes" or "including" shall mean "including, without limitation"; and references to a "Section," "Article", "Exhibit" or "Schedule" shall mean a Section, Article, Exhibit or Schedule of this Agreement, as the case may be, unless in any such case the context requires otherwise. All references to a given Exhibit, Schedule, agreement, instrument or other document shall be a reference to that agreement, instrument or other document as modified, amended, supplemented and restated through the date as of which such reference is made. A reference to a Person includes its permitted successors and permitted assigns. The singular shall include the plural and the masculine shall include the feminine and neuter, and vice versa.

ARTICLE 2.
TERM

2.1 Term.

(a) The term of this Agreement shall commence on the Effective Date and continue until the conclusion of the Delivery Term or unless earlier terminated pursuant to the terms of this Agreement (the "Term").

(b) AWWU's obligation to provide the Water Transportation Services and the Parties' obligations to commence the Operational Work hereunder shall be effective on the date upon which the Facility achieves Final Acceptance under terms of the Interconnection Agreement (the "Delivery Term Effective Date") and shall continue in full force and effect for 35 years thereafter, subject to any early termination provisions set forth herein (the "Initial Delivery Term"). At the conclusion of the Initial Delivery Term, the Agreement shall automatically renew each year, unless a Party notifies the other Party at least 60 days prior to the expiration of the Initial Delivery Term or each extended year thereafter that it does not wish to renew the Agreement. The Initial Delivery Term as so extended is the "Delivery Term".

ARTICLE 3.
WATER TRANSPORTATION AND SCHEDULING

3.1 Water Transportation Services. During the Delivery Term, AWWU shall, pursuant to the schedules set forth in Section 3.2 and the Operating Procedures developed pursuant to Section 5.1, transport Owners' Water, comingled with and undifferentiated from AWWU's Water, through AWWU Facilities from the Injection Point to the Delivery Point, in any amount requested

by the Owners (the "Water Transportation Services"), provided, that, such requested amount shall under no circumstances: (a) inhibit the ability of AWWU to deliver a daily flow rate of at least 41 MGD to the downstream Eklutna Water Treatment Facility at a pressure sufficient to allow normal operation of the EWTF as currently configured; (b) exceed the hydraulic capacity or design criteria of the AWWU Facilities; or (c) exceed any then-active Curtailment Limit (clauses (a)-(c), the "Water Release Limits").

3.2 Scheduling.

(a) During the first week of each month of each year of the Delivery Term, and in accordance with the Operating Procedures, the Owners shall provide AWWU with a written anticipated daily Owners' Water release schedule for the following month (e.g., on the first Business Day of January, the Owners shall provide the anticipated schedule for each day of February) based on Eklutna Lake levels and Fish and Wildlife Program obligations, all subject to the Water Release Limits (the "Monthly Water Release Schedule").

(b) No later than the last Business Day of each week of the Delivery Term, the Owners may submit in writing in accordance with the Operating Procedures, updated daily Owners' Water release amounts for the following week, provided that under no circumstance shall such updates exceed the Water Release Limits.

3.3 Metering.

(a) At all times during the Delivery Term, AWWU shall maintain an Injection Point Flow Meter to measure real-time water flowing into AWWU's Facilities from Eklutna Lake.

(b) At all times during the Delivery Term, the Owners shall maintain the Delivery Point Meter to measure real-time water quantities flowing into the River Release Structure at the Delivery Point, which shall be used to calculate the amount of Owners' Water received by the Owners as part of the Water Transportation Services.

(c) Each Party shall take reasonable measures to ensure that the other Party has access to real-time water flow quantity information from both the Injection Point Flow Meter and the Delivery Point Meter, as applicable, pursuant to procedures set forth in the Operating Procedures.

(d) For each month of the Delivery Term, the Owners shall prepare a written report for AWWU detailing the actual water flow amounts through the Injection Point Flow Meter and the Delivery Point Meter, and the amount of Owners' Water delivered to the Delivery Point, all as compared with the Monthly Water Release Schedule (as updated by Section 3.2(b) and pursuant to the procedures detailed in the Operating Procedures).

ARTICLE 4.
OPERATION AND MAINTENANCE

4.1 AWWU Facilities and AWWU's Portion. Throughout the Delivery Term, the AWWU Facilities and AWWU's Portion shall be exclusively operated, managed, and maintained by AWWU or any AWWU designee in accordance with all Governmental Approvals, applicable

Law, Prudent Industry Standards, all subject to the Owners' maintenance access rights to the Owners' Isolation Valve as set forth in Section 4.3.

4.2 Owners' Portion. Throughout the Delivery Term, the Owners' Portion shall be exclusively operated, managed, and maintained by the Owners or any designee of the Owners in accordance with all Governmental Approvals, applicable Law, and Prudent Industry Standards.

4.3 Owners' Isolation Valve. Throughout the Delivery Term, the Owners shall be responsible for all operation and maintenance of the Owners' Isolation Valve contained within AWWU's Portion. As part of the Access License granted by AWWU to the Owners pursuant to Section 9.1, AWWU shall ensure that at all times the Owners have access to the Owners' Isolation Valve as necessary to enable the Owners to maintain and operate the Owners' Isolation Valve in accordance with the Operating Procedures, provided, that, AWWU may from time to time assume operational responsibility for the Owners' Isolation Valve temporarily only to the extent necessary to address urgent security or safety issues and to avoid putting AWWU's public water supply at risk of interruption or contamination.

4.4 Approvals. Throughout the Delivery Term, AWWU shall be responsible for obtaining and maintaining all Approvals necessary for the provision of Water Transportation Services and all Operational Work set forth herein, except for those Approvals set forth on Exhibit C hereto, for which the Owners will be responsible for obtaining and maintaining (the "Owners' Approvals"). Each Party shall provide the other Party with such reasonable assistance as such first Party may request in obtaining applicable Approvals.

4.5 Duty to Cooperate. Each Party shall, throughout the Delivery Term, cooperate with the other Party as necessary to facilitate the provision of the Water Transportation Services, the Operational Work and all other responsibilities and obligations under this Agreement in a timely manner.

4.6 Skill and Expertise. Each Party shall, throughout the Delivery Term, use commercially reasonable efforts to ensure that all employees and contractors engaged in connection with the provision of the Water Transportation Services, the Operational Work or any other maintenance of, operation of, service of, and any future modification to (to include design, construction, commissioning, and installation) the Facility shall have the appropriate and necessary experience, skill and expertise to carry out the tasks efficiently, professionally, and in accordance with Prudent Industry Standards and applicable Law.

4.7 Successor Operator. If, during the Term, the Owners wish to no longer be responsible for any of the operation and maintenance responsibilities set forth in Sections 4.2 and 4.3, for any reason, prior to turning over such operation and maintenance to a third-party entity, AWWU must consent to such third-party entity, such consent not to be unreasonably withheld, conditioned, or delayed. For the sake of clarity, this Section 4.7 does not impact the Owners' right to freely use Subcontractors to conduct any of its responsibilities under Sections 4.2 and 4.3; this Section 4.7 only applies in situations where the Owners plan to no longer be ultimately liable for such obligations hereunder.

ARTICLE 5.
OPERATING PROCEDURES

5.1 Operating Procedures.

(a) At least 60 days prior to the commencement of the Delivery Term, AWWU and the Owners shall develop written detailed operating procedures governing the Water Transportation Services pursuant to the terms in this Agreement (the "Operating Procedures"). Such Operating Procedures shall comply with all applicable Approvals, Prudent Industry Standards and applicable Law and shall, at a minimum, set forth (i) the agreed methods for day-to-day communication and reporting requirements of each Party; (ii) key personnel lists for AWWU and for the Owners necessary for the facilitation of the Operational Work and the provision of the Water Transportation Services; (iii) processes for planning and communication between the Parties to coordinate regarding scheduling pursuant to Section 3.2 and Excused Events pursuant to Article 8; (iv) reporting and determining Curtailment Durations and Curtailment Limits for Excused Events pursuant to Article 8; (v) sharing of information from the Delivery Point Meter and the Injection Point Flow Meter pursuant to Section 3.3; (vi) ongoing reporting requirements of the Owners of metered water flow quantities measured at the Delivery Point and the Injection Point pursuant to Section 3.3; (vii) the process for obtaining and maintaining necessary Approvals throughout the Delivery Term; (viii) reference to necessary Facility equipment specifications and operation and maintenance manuals; (ix) inclusion of the final as-built drawings for the Facility developed pursuant to the Interconnection Agreement; (x) a clear process for ensuring that at all times during the Delivery Term, the Water Release Limits are met; (xi) each Party's legal notice address information for the delivery of notices required under this Agreement; and (xii) any other procedures related to the provision of the Water Transportation Services and Operational Work that the Parties deem necessary. Such Operating Procedures shall include any and all detailed definitions, drawings, and descriptions of the AWWU Facilities and the Facility as necessary to facilitate the coordination and responsibilities of the Parties as set forth herein. In the event of any disagreement in the development of the Operating Procedures, the Parties shall work in good faith to promptly resolve differences. AWWU's actual costs of developing such Operating Procedures shall be reimbursed by the Owners pursuant to Section 6.3.

(b) Throughout the Delivery Term, the Operating Procedures shall be updated from time to time by AWWU as needed upon written notice to the Owners, or upon written request by the Owners, to reflect ministerial changes to ensure continued accuracy and relevancy (e.g. personnel, contact/notice information, and Facility equipment upgrades), provided, that, such changes made pursuant to this Section 5.1(b) shall under no circumstances materially modify the obligations and responsibilities of the Parties as set forth herein.

ARTICLE 6.
COSTS; TAXES; REIMBURSEMENT

6.1 Costs and Compensation. Unless specifically stated otherwise, all costs borne initially by each Party in connection with the exercising of its rights and the performance of its obligations under this Agreement shall be the responsibility of such Party initially incurring such costs. In partial consideration of the costs to AWWU incurred in provision of the Water Transportation Services provided under this Agreement for the benefit of the Owners, the Parties

entered into the Water Supply Agreement for the same duration as this Agreement, pursuant to which AWWU shall have access to the use of certain of the Owners' facilities without additional compensation for its provision of public water supply.

6.2 Taxes. The Owners shall be responsible for and shall reimburse AWWU for any sales, use, gross receipts, occupation, and other taxes (excluding income, and franchise tax) imposed upon AWWU from time to time payable related to AWWU's provision of services set forth herein.

6.3 Reimbursement. For those AWWU costs that the Owners are specifically required to reimburse hereunder, AWWU shall submit to each of the Owners a detailed accounting of such cost for which AWWU is seeking reimbursement, together with such supporting documentation as the Owners shall reasonably require, including a reference to the applicable section of this Agreement demonstrating the Owners' responsibility for such costs. Within sixty (60) Days after receiving a properly completed application for reimbursement and all required supporting documentation, each of the Owners shall individually: (i) pay AWWU their respective Cost Responsibility Proportion of the amounts set forth in AWWU's application for payment; or (ii) notify AWWU in writing that such Owner believes in good faith that a requested payment amount is not due and owing and shall request the commencement of negotiations pursuant to Section 12.5. In addition to the requirement that each Owner pay its Cost Responsibility Proportion as required in this Section, the Owners shall each be jointly and severally liable for all reimbursement obligations owed to AWWU under this Article 6.

ARTICLE 7.
TITLE

7.1 Title; Custody; Risk of Loss

(a) Legal title to and ownership of all Owners' Water shall remain with the Owners at all times during the provision of Water Transportation Services.

(b) For Owners' Water flowing through AWWU's Facilities as part of the Water Transportation Services: control, custody and risk of loss of such Owners' Water shall transfer from the Owners to AWWU at the Injection Point, where such Owners' Water shall comingle with AWWU's Water until reaching the Delivery Point, at which point the custody, control and risk of loss for an amount of water equal to the original amount of Owners' Water released into the AWWU Facilities at the Injection Point shall pass back to the Owners.

ARTICLE 8.
EMERGENCY CURTAILMENT; FORCE MAJEURE

8.1 Outages

(a) Planned Outages. AWWU shall be excused from the performance of the Water Transportation Services in the event of Planned Outages noticed by and compliant with this Section 8.1(a). AWWU and the Owners shall develop a schedule and protocol, pursuant to the procedures set forth in the Operating Procedures, for Planned Outages of the Facility or the AWWU Facilities in order to allow for routine maintenance and inspection activities. Such

schedule for each Planned Outage shall specify the associated Curtailment Limits and Curtailment Duration. Such schedule and protocol shall take into account routine hydropower operations to ensure that Planned Outages only be scheduled at times when there is sufficient water available in Eklutna Lake to allow water releases through the maintenance gate of the diversion dam in the amounts necessary for the Owners to meet their obligations under the Fish and Wildlife Program. In addressing Planned Outages on AWWU Facilities and the AWWU Portion, AWWU shall use commercially reasonable efforts to minimize the length of the Curtailment Duration and the level of Curtailment Limits. For the sake of clarity, planned outages to AWWU Facilities or other AWWU property downriver of the Isolation Valve Structure do not meet the definition of Planned Outage and are addressed in Section 8.1(c)(i) below.

(b) Forced Outages. AWWU shall be excused from the performance of the Water Transportation Services in the event of Forced Outages noticed by and compliant with this Section 8.1(b). AWWU shall (i) use commercially reasonable efforts to notify the Owners of any Forced Outage, and (ii) provide an initial written or email estimate of the expected Curtailment Duration and Curtailment Limit within two (2) hours thereafter. In managing Forced Outages, AWWU shall use commercially reasonable efforts to minimize the duration of resulting Curtailment Duration and the level of Curtailment Limits. For the sake of clarity, forced outages to AWWU Facilities or other AWWU property downriver of the Isolation Valve Structure do not meet the definition of Forced Outage and are addressed in Section 8.1(c)(ii) below. During a Forced Outage, the Owners shall be responsible for complying with their Fish and Wildlife Program obligations through other means (such as releasing water into the river through the maintenance gate of the diversion dam).

(c) Outages to Downstream AWWU Infrastructure.

(i) In the event of any planned outage in the AWWU Facilities or in other AWWU property downstream of the Isolation Valve Structure that, without the closing of the Owners' Isolation Valve, would have an effect on the flow of water through the AWWU Facilities from the Injection Point to the River Release Structure, AWWU must notify the Owners at least thirty (30) days in advance of such planned outage to allow the Owners to adjust the Owners' Isolation Valve in such a way that allows for continued Water Transportation Services during such outage.

(ii) In the event of any forced, unexpected outage in the AWWU Facilities or at the Eklutna Water Treatment Facility downstream of the Isolation Valve Structure that, without the closing of the Owners' Isolation Valve, would have an effect on the flow of water through the AWWU Facilities from the Injection Point to the River Release Structure, AWWU shall notify the Owners as soon as possible to allow for the Owners to adjust the Owners' Isolation Valve to allow for the greatest possible continued flows of water into the Eklutna River through the River Release Structure during the duration of such forced outage.

8.2 Force Majeure. Each Party shall be excused from performance and shall not be considered to be in default with respect to any obligation hereunder, except for the Owners' obligation to reimburse AWWU for costs pursuant to Section 6.3, if and to the extent that such Party's failure of, or delay in, performance is due to a Force Majeure Event; provided, that:

(a) such Party gives the other Party prompt written notice describing the particulars of the Force Majeure Event as soon as is reasonably practicable after becoming aware of the occurrence of the Force Majeure Event;

(b) the suspension of performance is of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;

(c) no obligations of affected Party that arose before the occurrence of the Force Majeure Event causing the suspension of performance shall be excused as a result of such Force Majeure Event, unless and only to the extent that the performance of such obligations is impaired by the Force Majeure Event;

(d) the Party uses diligent commercially reasonable efforts to overcome or mitigate the effects of the Force Majeure Event; and

(e) when the Party is able to resume performance of its obligations under this Agreement, such Party shall give the other Party written notice to that effect and shall promptly resume performance hereunder.

ARTICLE 9.
ACCESS; ROADS AND BRIDGES

9.1 Site Access. Throughout the Delivery Term, AWWU shall, with respect to the land and access roads within its control, provide the Owners with a non-exclusive license to access the Site (through use of AWWU's access road), AWWU's Portion, and the AWWU Facilities as necessary to enable the Owners to operate and maintain the Owners' Isolation Valve and the Owners' Portion, and as otherwise reasonably necessary to facilitate the Owners' rights and obligations hereunder (the "Access License"), provided, that, AWWU may from time to time limit access to the Site or the AWWU Facilities temporarily only to the extent necessary to address reasonable security or safety issues and to avoid putting AWWU's public water supply at risk of interruption or contamination. To the extent that any additional access permissions from third-party landowners adjacent to the Site may be required for the Owners to exercise their rights or perform their obligations hereunder, obtaining such Approvals shall be the responsibility of the Owners, subject to AWWU's duty to assist and cooperate under Section 4.5, and provided that such assistance and cooperation with respect to such third-party approvals may require that AWWU be the first and primary point of contact with such third party in situations where AWWU has an existing easement or applicable existing relationship with such third party. AWWU shall be reimbursed for any and all of its reasonable and documented costs or expenses of providing such assistance and cooperation with respect to such third-party approvals. To the extent that AWWU adds access or other security or safety limitations to the Site, to AWWU's Portion or to the AWWU Facilities, the Owners and AWWU shall cooperate in ensuring continuous access for the Owners and their contractors to enable operation and maintenance of the Owners' Isolation Valve and the Owners' Portion, subject to the new limitations.

9.2 AWWU Access Road. AWWU shall be responsible, at its own expense, for brushing, clearing, plowing, and maintaining its access road and all bridges thereon to the AWWU Facilities, both upstream and downstream of the Facility. The Owners may use such access road

as part of its Access License granted pursuant to Section 9.1, and may, at their discretion, brush, clear, and plow the access road as needed to facilitate the Owners' access to the Facility, provided that under no circumstances shall the Owners be required to conduct such brushing, clearing or plowing.

9.3 Access Bridges. Pursuant to the Interconnection Agreement, the Owners agreed to install Access Bridges to improve Facility access and account for the additional traffic on the AWWU access road connected with the activities described in the Interconnection Agreement and this Agreement. As set forth in the Interconnection Agreement, upon completion of Access Bridge construction, the full responsibility for (and associated costs of) such bridge maintenance passes to AWWU, provided, that the Owners shall be responsible for any maintenance associated with damage caused by the Owners' gross negligence or intentional misconduct.

ARTICLE 10.
LIMITATIONS ON LIABILITY

10.1 Aggregate Limitation of Liability. Notwithstanding any other provision of this Agreement, the total aggregate liability of the Owners and the total aggregate liability of AWWU arising out of or relating to this Agreement, from any and all causes, whether based on contract, tort (including negligence), strict liability or any other cause of action, shall in no event exceed ten million dollars ($10,000,000.00) for AWWU, and ten million dollars ($10,000,000.00) for the Owners collectively, provided that such limit shall not apply in the case of such Party's (i) gross negligence or willful misconduct, (ii) third-party indemnity obligation, or (iii) breach of any representation or warranty.

10.2 CUMULATIVE REMEDIES. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED, OR IF A REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY NON-EXCLUSIVE, THE NON-DEFAULTING PARTY SHALL HAVE THE RIGHT TO EXERCISE ALL RIGHTS AND REMEDIES AVAILABLE TO IT AT LAW OR IN EQUITY; PROVIDED, HOWEVER, THAT THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE WAIVED.

10.3 WAIVER OF CERTAIN DAMAGES. EXCEPT WITH RESPECT TO INDEMNIFICATION OF THIRD-PARTY CLAIMS PURSUANT TO ARTICLE 11, OR AS OTHERWISE EXPRESSLY PROVIDED FOR HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, INDIRECT, BUSINESS INTERRUPTION OR SIMILAR DAMAGES, WHETHER BY STATUTE, IN TORT, BY CONTRACT OR OTHERWISE.

ARTICLE 11.
INDEMNIFICATION

11.1 Indemnity. To the fullest extent permitted by Law, each Party shall indemnify, hold harmless and defend the other Party and its directors, officers, shareholders, partners, agents and employees, and the Affiliates of the same (collectively, the "Indemnified Parties"), from and against any and all claims, loss, damage, expense and liability, including court costs and reasonable

attorneys' fees (collectively, "Liabilities") incurred by the Indemnified Parties in connection with or arising from: (i) the Water Transportation Services and (ii) any claim for physical damage to or physical destruction of any part of the Facility, the AWWU Facilities, or death of or bodily injury to any person, to the extent such Liabilities were caused by the negligence of the Indemnifying Party or its agents or employees or others under such Indemnifying Party's control, except any Liabilities incurred due to the negligence or willful misconduct of an Indemnified Party. For the purpose of the definition of "Indemnified Parties" AWWU shall not be considered to be an "Affiliate" of the MOA.

11.2 Additional Owners Indemnity. To the fullest extent permitted by Law, the Owners shall indemnify, hold harmless, and defend AWWU and its Indemnified Parties from any Liabilities incurred by AWWU and its Indemnified Parties arising from damage to AWWU's water line and other infrastructure, including but not limited to its infrastructure downstream of the Facility (*i.e.* conditions caused by scouring or erosion of the river bed or banks that damage AWWU's water line and/or facilities) as a direct result of the instream water flows conveyed into the Eklutna River as part of the Water Transportation Services. The Owners shall further indemnify, defend and hold AWWU harmless from any Liabilities directly related to fish and wildlife mitigation measures and arising out of normal operation of the AWWU Facilities, the Facility, or any other facilities of AWWU, in a manner consistent with this Agreement, the Interconnection Agreement, the Water Supply Agreement, Prudent Industry Standards, the most current edition of the AWWU Design and Construction Practices Manual, the Municipality of Anchorage Standard Specifications and Anchorage Municipal Code, unless such Liabilities arose out of the negligence, violation of Law, or intentional misconduct by AWWU.

11.3 Defense of Claims. A Party with an indemnification obligation pursuant to this ARTICLE 11 (an "Indemnifying Party") shall have the right to defend the Indemnified Parties pursuant to this ARTICLE 11 by counsel of the Indemnifying Party's selection (including insurance counsel) reasonably satisfactory to the Indemnified Party, unless in the opinion of counsel for the Indemnifying Party a conflict of interest between the Parties may exist with respect to such claim. If the Indemnifying Party does not assume the defense of the Indemnified Party, or if a conflict precludes counsel for the Indemnifying Party from providing the defense, then the Indemnifying Party shall reimburse the Indemnified Party on a monthly basis for the Indemnified Party's defense through separate counsel of the Indemnified Party's choice. Even if the Indemnifying Party assumes the defense of the Indemnified Party with acceptable counsel, the Indemnified Party, at its sole option, may participate in the defense, at its own expense, with counsel of its own choice without relieving the Indemnifying Party of any of its obligations hereunder. The Parties shall give each other prompt written notice of any asserted claims or actions indemnified against hereunder and shall cooperate with each other in the defense of any such claims or actions. Without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed, no Indemnifying Party shall settle any such claims or actions in a manner that would require any action or forbearance from action by any Indemnified Party.

ARTICLE 12.
DEFAULT AND REMEDIES; TERMINATION; DISPUTE RESOLUTION

12.1 Event of Default. The following shall constitute events of default on the part of either party (each, an "Event of Default") under this Agreement:

(a) If a Party makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of the insolvency of such Party, or if such Party files a petition seeking to take advantage of any other Law relating to bankruptcy, insolvency, reorganization, winding up or composition of or readjustment of debts and, in the case of any such proceeding instituted against such Party (but not by such Party) such proceeding is not dismissed within sixty (60) days of such filing;

(b) If a Party fails to comply with any material terms of this Agreement not otherwise set forth as an Event of Default in this Section 12.1(b) and fails to cure or remedy such failure within thirty (30) days after notice and a written demand is made by the non-defaulting Party to the defaulting Party to cure the same or, if such failure cannot be cured within thirty (30) days, the defaulting Party fails to commence to cure such failure within thirty (30) days after such notice and written demand and thereafter diligently pursue such cure to completion, which shall in no event be later than ninety (90) days after such notice;

(c) If a Party defaults under the Water Supply Agreement or the Interconnection Agreement;

(d) If a Party fails to make any payment due hereunder within sixty (60) days after written notice from the non-defaulting Party; or

(e) If any representation or warranty of a Party in this Agreement proves to have been false or misleading in any material respect when made, and such Party has not, within thirty (30) days after written notification thereof from the non-defaulting Party, either fully remedied, or commenced and diligently pursued the remedy, of all adverse impacts on the non-defaulting Party resulting therefrom, all to the reasonable satisfaction of the non-defaulting Party.

12.2 Remedies Upon Event of Default. Upon the occurrence and continuation of an Event of Default, the non-defaulting Party shall have the right to terminate this Agreement and the Water Supply Agreement upon ten (10) days written notice and pursue any other remedy available to such non-defaulting party at law or in equity arising out of such Event of Default, including a claim for monetary damage or specific performance.

12.3 Automatic Cross-Agreement Termination. If this Agreement is terminated for any reason during the Delivery Term, the Interconnection Agreement and the Water Supply Agreement shall automatically terminate effective as of the same date of this Agreement's termination.

12.4 Termination for Failure of Conditions Precedent. If, prior to the Delivery Term, the Owners, in their reasonable discretion, decide to not construct the Facility due to the failure to achieve the Construction Start CPs as defined in the Interconnection Agreement, the Owners may terminate this Agreement without liability.

12.5 Dispute Resolution. In the event of any dispute arising under this Agreement (a "Dispute"), within ten (10) Business Days following notice by either Party, (i) each Party shall appoint a representative, and (ii) the representatives shall meet, negotiate and attempt in good faith to resolve the Dispute quickly, informally and inexpensively. In the event the representatives cannot resolve the Dispute within thirty (30) Days after the first meeting, either Party may request that consideration and resolution of the Dispute be transferred to a designated representative of each Party's senior management. Within ten (10) Days following such a request, each Party shall submit a written summary of the Dispute describing the issues and claims to a senior officer of each Party designated to address the Dispute. Within ten (10) Business Days after receipt of each Party's Dispute summaries, the senior management representatives for both Parties shall negotiate in good faith to resolve the Dispute. If such senior management representatives are unable to resolve the Dispute within thirty (30) Days thereafter, either Party may pursue any available legal remedies.

ARTICLE 13.
REPRESENTATIONS

13.1 General Representations and Warranties. Each Owner and AWWU hereby represents and warrants as of the Effective Date and the Delivery Term Effective Date that:

(a) It is duly organized, validly existing and in good standing under the Laws of the state of its formation and is duly qualified to do business in the jurisdiction where the Site is located.

(b) It has all necessary power and authority to execute, deliver and perform its obligations under this Agreement; its execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate, municipal, or other action on its part; and this Agreement has been duly and validly executed and delivered by it and constitutes its legal, valid and binding obligation enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization or moratorium or other similar Laws relating to the enforcement of creditors' rights generally and by general equitable principles.

(c) It is not in violation of any applicable Law, or any judgment entered by any federal, state, local or other Governmental Authority, which violations, individually or in the aggregate, would adversely affect its performance of any obligations under this Agreement. There are no legal or arbitration proceedings or any proceeding by or before any Governmental Authority, now pending or (to its best knowledge) threatened against it which, if adversely determined, could have a material adverse effect upon its financial condition, operations, prospects or business, as a whole, or its ability to perform under this Agreement.

(d) No authorization, approval, exemption, or consent of or by any Person is required by it in connection with the execution, delivery, and performance of this Agreement. In addition, each Party represents and warrants to the other Party that the Governmental Approvals required to be obtained by such Party either have been obtained by such Party and are in full force and effect on the date hereof or will be obtained by such Party and will be in full force and effect on or prior to the date on which they are required, under applicable Law, to be in full force and

effect, so as to permit AWWU to perform the Water Transportation Services and the parties to otherwise complete their obligations hereunder.

(e) The execution and delivery of this Agreement, the consummation of the transactions herein contemplated and compliance with the terms and provisions hereof by it will not conflict with or result in a material breach of, or require any consent under, any of its constitutive documents, or any applicable Law, or any agreement or instrument to which it is a party or by which it is bound or to which it is subject, or constitute a material default under any such agreement or instrument.

ARTICLE 14.
NOTICES

14.1 Writing. Except as set forth in Section 14.2, any notice, statement, demand, claim, offer or other written instrument required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and shall be sent by email, facsimile, hand messenger delivery, overnight courier service, or certified mail (receipt requested) to the other Party as follows: (i) prior to the finalization of the Operating Procedures, such notices shall be sent to the addresses set forth in Exhibit E; and (ii) after the finalization of the Operating Procedures, such notices shall be sent to the legal notice addresses listed in such Operating Procedures. Each Party shall have the right to change the address information to which notice shall be sent or delivered or to specify additional addresses to which copies of notices may be sent, in either case by similar notice sent or delivered in like manner to the other Party, which, after the development of the Operating Procedures, shall be reflected in such Operating Procedures. All notices shall be effective upon receipt.

14.2 Technical Communications. Any technical or other communications pertaining to the Facility, the Water Transportation Services, and the Operational Work shall follow the procedures set forth in the Operating Procedures, to be updated from time to time pursuant to Section 5.1(b).

ARTICLE 15.

CONFIDENTIALITY; PUBLIC STATEMENTS

15.1 Confidentiality. The Parties agree that the Parties' proposals, communications, negotiations and information exchanged prior to the Effective Date concerning this Agreement and the development thereof, and technical and other information regarding or relating to the Facility, the AWWU Facilities, the Access Bridges, and the provision of the Water Transportation Services exchanged between the Parties that is marked, or otherwise clearly communicated to the receiving Party as "Confidential" constitutes "Confidential Information" of the disclosing Party. The Owners and AWWU each agree to hold such Confidential Information wholly confidential. Such Confidential Information may only be used by the Parties for the purposes related to the approval, or administration or enforcement of this Agreement.

15.2 Disclosure. Each Party agrees not to disclose Confidential Information of the other Party to any other Person (other than its Affiliates, counsel, consultants, lenders, partners, members, employees, officers and director, and then only to Persons subject to similar

confidentiality restrictions as those set forth herein), without the prior written consent of the other Party, provided, that, either Party may disclose Confidential Information, if such disclosure is required by Law, including without limitation, pursuant to an order of a court or regulatory agency or in order to enforce this Agreement or to seek approval of this Agreement. In the event a Party is required by Law or a Governmental Authority to disclose Confidential Information, such Party, prior to such disclosure, shall provide reasonable advance notice to the other Party of the time and scope of the intended disclosure in order to permit such disclosing Party the opportunity to obtain a protective order or otherwise seek to prevent or limit the scope or otherwise impose conditions upon such disclosure.

15.3 Injunctive Relief. Each Party agrees that violation of the terms of Sections 15.1 and 15.2 constitutes irreparable harm to the other, and that the harmed Party may seek any and all remedies available to it at law or in equity, including but not limited to injunctive relief.

15.4 Release of Agreement. The Parties agree that this Agreement, upon execution, shall not be considered Confidential Information. Except as required by Law, releasing the Agreement to the public shall be the sole responsibility of the Owners, to be released in the manner at a time decided in their sole discretion.

ARTICLE 16.
MISCELLANEOUS

16.1 Reasonability. The Parties shall act in a reasonable manner and in accordance with principles of good faith and fair dealing in the performance of this Agreement. Unless expressly provided otherwise in this Agreement and whether or not stated: (a) where this Agreement requires the consent, approval, or similar action by a Party, such consent or approval shall not be unreasonably withheld, conditioned, or delayed; and (b) wherever this Agreement gives a Party a right to determine, require, request, specify, or take similar action with respect to a matter, such determination, requirement, request, specification, or similar action must be reasonable.

16.2 Entire Agreement. This Agreement, together with all Schedule and Exhibits hereto, embodies the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings of the Parties, verbal or written, relating to the subject matter hereof.

16.3 Waiver. Any waiver of the provisions of this Agreement must be in writing and shall not be implied by any usage of trade, course of dealing or course of performance. No exercise of any right or remedy by AWWU or the Owners constitutes a waiver of any other right or remedy contained or provided by Law. Any delay or failure of a Party to exercise, or any partial exercise of, its rights and remedies under this Agreement shall not operate to limit or otherwise affect such rights or remedies. Any waiver of performance hereunder shall be limited to the specific performance waived and shall not, unless otherwise expressly stated in writing, constitute a continuous waiver or a waiver of future performance.

16.4 Assignment. Neither Party shall assign this Agreement or any of its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, either Party,

without relieving itself from liability hereunder, and without the need for consent from the other Party provided that any such assignee shall agree to be bound by all terms and conditions hereof, may transfer, pledge or assign this Agreement: (a) to any person or entity succeeding to all or substantially all of the assets of the assigning Party; or (b) to a successor entity in a merger or acquisition transaction. Any assignment made in contravention of this Section 16.4 shall be void and unenforceable.

16.5 Governing Law; Submission to Jurisdiction; Venue; No Jury Trial.

(a) Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND INTERPRETED AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ALASKA, EXCLUDING ANY CHOICE OF LAW RULES.

(b) Submission to Jurisdiction, Venue. The Parties agree that any suit, action or other legal proceeding by or against any Party (or its Affiliates or designees) with respect to or arising out of this Agreement shall be brought exclusively in the courts of the State of Alaska, in the Municipality of Anchorage, as the Party instituting such suit, action or other legal proceeding may elect, provided that claims related to federal water rights, federal legislation enabling the Facility or AWWU Facilities, or the 1991 Agreement may be brought in the United States District Court for the District of Alaska. By execution and delivery of this Agreement, each Party (for itself, its Affiliates and its designees) irrevocably and unconditionally consents and submits to the exclusive jurisdiction of such courts and the appellate courts therefrom, and waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding. The Parties irrevocably consent to the service of process in any such action or proceeding by the mailing of copies thereof by registered or certified mail, first class postage prepaid to the addresses set forth in Section 14.1.

(c) No Jury Trial. EACH OF THE PARTIES HEREBY WAIVES ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(d) Duty to Proceed. Pending final resolution of any Dispute, the Owners and AWWU shall continue to fulfill their respective obligations hereunder that are not the subject of the Dispute.

16.6 Construction. This Agreement is to be construed so as to effectuate the normal and reasonable expectations of a sophisticated buyer and seller of the equipment and services covered by this Agreement and shall not be construed either for or against either Party. No provision of this Agreement shall be construed or interpreted for or against either Party because such Party drafted or caused its legal representative to draft the provision.

16.7 Headings. The titles or headings of the various sections, articles and paragraphs hereof are intended solely for convenience and ease of reference and are not intended, and are not to be deemed for any purpose, to modify or explain or place any interpretation or construction upon any of the provisions of this Agreement.

16.8 Status of the Parties. AWWU and its Subcontractors shall be independent contractors to the Owners with respect to the Water Transportation Services and neither the AWWU nor its Subcontractors, nor the employees or agents of either, shall be deemed to be the employees, representatives or agents of the Owners in connection with any matter relating to this Agreement. No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties.

16.9 Status of Individual Owners. Each of the Owners shall be jointly and severally liable for the obligations of the Owners under this Agreement. The delineation of specific responsibilities set forth hereunder as among the Owners shall be at the sole discretion of the Owners, not AWWU. If at any time, the Owners agree that one or two of the Owners need no longer be party to this Agreement, such unnecessary Owner(s) may be removed as parties to this Agreement upon written notice to AWWU, if agreed, and shall retain no liability upon removal, with the remaining Owner(s) automatically assuming the full obligations of the Owners hereunder. If an Event of Default exists hereunder at any time with respect to an Owner, it shall be considered an Event of Default with respect to the Owners together as one Party hereunder, provided, that if another Owner agrees to assume such defaulting Owner's obligations under this Agreement by removing such Owner as a party pursuant to the preceding sentence of this Section 16.9 prior to the expiration of any applicable cure period, this shall not be considered an Event of Default hereunder.

16.10 Insurance. Throughout the Delivery Term, the Owners shall maintain the required insurance policies as set forth on Exhibit D-1 and AWWU shall maintain the required insurance policy as set forth on Exhibit D-2.

16.11 No Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and legal benefit of the Owners and AWWU, and their permitted successors and assigns, and no other person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Agreement.

16.12 Further Assurances. Each Party agrees to execute and deliver all further instruments and documents, and take all further action, as may be reasonably necessary to complete performance by the Parties hereunder and to effectuate the purposes and intent of this Agreement.

16.13 Amendments. No change, amendment or modification of this Agreement shall be valid or binding upon the Parties unless such change, amendment or modification shall be in writing and duly executed by the Parties.

16.14 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, such determination will not affect any other provision of this Agreement and all other provisions will remain in full force and effect.

16.15 Conflicting Provisions. In the event of any conflict between this document and any Schedule or Exhibit attached hereto, the terms and provisions of this document, as amended from time to time, shall control. In the event of any conflict among the Exhibits, the Exhibit of the latest date mutually agreed to by the Parties shall control.

16.16 Survival. The provisions of ARTICLE 1, ARTICLE 7, ARTICLE 10, ARTICLE 11, ARTICLE 12, ARTICLE 13, ARTICLE 14, and ARTICLE 16 shall survive termination of this Agreement for any reason.

16.17 Counterparts. This Agreement may be executed in any number of separate counterparts and delivered by electronic means, each of which when so executed shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

[***Remainder of page intentionally left blank***]

IN WITNESS WHEREOF, the Parties have caused this Long-Term Water Transportation Agreement to be executed by their duly authorized representatives as of the Effective Date.

AWWU/SERVICE PROVIDER:

ANCHORAGE WATER AND WATERWATER UTILITY, A DEPARTMENT OF THE MUNICIPALITY OF ANCHORAGE

By: _____

Name: _____

Title: Municipal Manager

By: _____

Name: _____

Title: General Manager

OWNERS:

CHUGACH ELECTRIC ASSOCIATION

By: _____

Name: _____

Title: _____

MATANUSKA ELECTRIC ASSOCIATION

By: _____

Name: _____

Title: _____

MUNICIPALITY OF ANCHORAGE

By: _____

Name: _____

Title: _____

Schedule 1.1

Definitions

"1991 Agreement" means that certain Agreement between the Municipality of Anchorage, Chugach Electric Association, Inc., Matanuska Electric Association, Inc., the United States Fish and Wildlife Service, the National Marine Fisheries Service, the State of Alaska, and the Alaska Energy Authority Relative to the Eklutna and Snettisham Hydroelectric Projects, dated August 7, 1991.

"Access Bridges" means those bridges installed by the Owners on the Eklutna River pursuant to the terms of the Interconnection Agreement.

"Affiliate" means, with respect to any Person, any other Person controlling, controlled by or under common control with such first Person. For purposes of this definition and the Agreement, the term "control" (and correlative terms) means (1) the ownership of 50% or more of the equity interest in a Person, or (2) the power, whether by contract, equity ownership or otherwise, to direct or cause the direction of the policies or management of a Person.

"Access License" has the meaning set forth in Section 9.1.

"Agreement" has the meaning set forth in the Preamble, and shall include all Exhibits and Schedules hereto.

"Approvals" means Governmental Approvals and third-party approvals.

"AWWU" has the meaning set forth in the Preamble, and shall include all successors and permitted assigns of AWWU.

"AWWU Design and Construction Practices Manual" means the edition dated _____, 20__, as updated and amended from time to time.[2]

"Event of Default" has the meaning set forth in Section 12.1.

"AWWU's Isolation Valve" has the meaning set forth in Exhibit A-1.

"AWWU Facilities" has the meaning set forth in the Recitals.

"AWWU's Portion" has the meaning set forth in Exhibit A-1.

"AWWU's Water Permit" means that permit belonging to AWWU (LAS 2569) to use Owners' Water Rights for up to 41 MGD for public water supply pursuant to the Act of October

[2] **Note to Accompany Final Draft**: To be populated after Governor approval and prior to execution to reflect the most up to date version.

30, 1984, 98 Stat. 2823, as may be replaced as described in Section 3.1 of the Water Supply Agreement.

"AWWU's Water" means any and all water belonging to AWWU pursuant to AWWU's Water Permit.

"Business Day" means any day other than a Saturday, Sunday or legal holiday in the state of Alaska.

"Chugach" has the meaning set forth in the Preamble, and shall include all successors and permitted assigns of Chugach.

"Confidential Information" has the meaning set forth in Section 15.1.

"Cost Responsibility Proportion" shall mean, with respect to each Owner, the percentage of the total applicable Eklutna Hydroelectric Project costs that such Owner is obligated to pay as agreed to by the Owners, which as of the Effective Date shall be, with respect to MOA, 19.05%, with respect to Chugach, 64.28%, and with respect to MEA, 16.67%, and which may be changed hereunder upon agreement between the Owners at any time.

"Curtailment Duration" means, with respect to a curtailment in Water Transportation Services during an Excused Event, the duration of such curtailment.

"Curtailment Limit" means, with respect to each day of the Delivery Term where there exists an Excused Event, the amount of Owners' Water in MGD that can be transported to the Delivery Point on such day. For the avoidance of doubt, this amount can equal zero (0) MGD.

"Day" or "day" means a calendar day, unless expressly specified otherwise.

"Delivery Point" has the meaning set forth in Exhibit A-1 and is depicted on the schematic included as part of Exhibit B.

"Delivery Point Meter" has the meaning set forth in Exhibit A-1.

"Delivery Term" has the meaning set forth in Section 2.1.

"Delivery Term Effective Date" has the meaning set forth in Section 2.1.

"Dispute" has the meaning set forth in Section 12.5.

"Effective Date" has the meaning set forth in the Preamble.

"Eklutna Hydroelectric Project" means the Eklutna Hydroelectric Project initially authorized, constructed and operated pursuant to the Eklutna Project Act of July 31, 1950 (64 Stat. 382, as amended), including any and all property and facilities acquired or used in connection therewith, all of which was then sold to the Owners by the United States of America on October 2, 1997.

"Eklutna Water Treatment Facility" means the water treatment plant owned by AWWU located alongside the Eklutna River.

"Event of Default" has the meaning set forth in Section 12.1.

"Excused Event" means a Planned Outage, a Forced Outage, or an Force Majeure Event causing a reduction or suspension of the Water Transportation Services.

"Facility" has the meaning set forth in the Recitals.

"Final Acceptance" has the meaning set forth in the Interconnection Agreement.

"Fish and Wildlife Program" has the meaning set forth in the Recitals.

"Force Majeure Event" means the occurrence of any act or event beyond the reasonable control of the Party affected that prevents the affected Party from performing its obligations under this Agreement, in full or part, if such act or event is beyond the reasonable control of, and not the result of the fault or negligence of, the affected Party and such Party has been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums), including the following: drought, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance, sabotage, terrorism or threat of terrorism, strike or labor difficulty, accident or curtailment of supply or equipment, total casualty to equipment, or restraint, order or decree by a Governmental Authority. Notwithstanding the foregoing, Force Majeure Events shall expressly not include mechanical or equipment failures (except to the extent any such failure is itself caused by a Force Majeure Event), diminution in water quality in Eklutna Lake, Planned Outages, or Forced Outages (unless such Forced Outage is caused by a Force Majeure Event).

"Forced Outage" means; (i) any unplanned necessary reduction or suspension of Water Transportation Services available from the Facility; or (2) any other unavailability of the AWWU Facilities of Facility in whole or in part, each in response to an equipment malfunction or other emergency condition determined by AWWU in its reasonable discretion to be a threat to any AWWU Facilities. For the sake of clarity, forced outages in AWWU infrastructure downstream of the Isolation Valve Structure are not considered a Forced Outage.

"Governmental Approvals" means all authorizations, consents, licenses, leases, rulings, certifications, registrations, exemptions, permits, certificates, and approvals from any Governmental Authority.

"Governmental Authority" means any federal, state or local government, any political subdivision thereof, or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or other entity having jurisdiction over the performance of the Water Transportation Services, the Operational Work, the Facility or its operations, or the health, safety or environmental conditions of the Site or otherwise over the Parties' rights and obligations under this Agreement.

"Indemnified Parties" has the meaning set forth in Section 11.1.

"Indemnifying Party" has the meaning set forth in Section 11.3.

"Initial Delivery Term" has the meaning set forth in Section 2.1.

"Injection Point" means the point where AWWU Facilities meet facilities owned by the Owners near the outlet of the Eklutna Lake, where AWWU receives all of AWWU's Water from Eklutna Lake, as depicted in the schematic included as part of Exhibit B.

"Interconnection Agreement" has the meaning set forth in the Recitals.

"Injection Point Flow Meter" means a meter measuring the flow of water passing into AWWU Facilities at the Injection Point.

"Isolation Valve Structure" has the meaning set forth in Exhibit A-1.

"Isolation Valves" has the meaning set forth in Exhibit A-1.

"Law" means any constitution, charter, act, statute, law, ordinance, code, rule, regulation, order, specified standards or objective criteria contained in any applicable permit or approval (which standards or criteria must be met in order for the Water Transportation Services or Operational Work to be performed lawfully) or other legislative or administrative action of any Governmental Authority or a final decree, judgment or order of a court or tribunal.

"Liabilities" has the meaning set forth in Section 11.1.

"MEA" has the meaning set forth in the Preamble, and shall include all successor sand assigns of MEA.

"MGD" means millions of gallons per day.

"MOA" has the meaning set forth in the Preamble, and shall include all successor sand assigns of MOA.

"Monthly Water Release Schedule" has the meaning set forth in Section 3.2.

"Operating Procedures" has the meaning set forth in Section 5.1.

"Operational Work" means all phases of AWWU and the Owners' performance of their obligations under this Agreement to operate and maintain the Facility and the AWWU Facilities.

"Owners" has the meaning set forth in the Preamble, and shall include all successors and permitted assigns of the Owners.

"Owner" has the meaning set forth in the Preamble, and shall include all successors and permitted assigns of such Owner.

"Owners' Isolation Valve" has the meaning set forth in Exhibit A-1.

"Owners' Approvals" has the meaning set forth in Section 4.4.

"Owners' Portion" has the meaning set forth in Exhibit A-1.

"Owners' Water Rights" means that certain senior priority water rights held by the Owners for the water in Eklutna Lake for use in generating power for the Eklutna Hydroelectric Project as described in water rights certificate ADL 44944.

"Owners' Water" means any and all water belonging to the Owners pursuant to the Owners' Water Right.

"Party" and "Parties" has the meaning set forth in the Preamble.

"Person" means any individual, partnership, corporation, limited liability company, association, business, trust, government or political subdivision thereof, Governmental Authority or other entity.

"Planned Outage" means the removal of Facility equipment from service availability for inspection and/or overhaul or repair in such a way that requires a reduction or halt in flow of Owners' Water through the AWWU Facilities to the Delivery Point. For the sake of clarity, planned outages in AWWU infrastructure downstream of the Isolation Valve Structure are not considered a Planned Outage. To qualify as a Planned Outage, the maintenance (a) must actually be conducted during the Planned Outage, and in AWWU's reasonable discretion must be of the type that is necessary to reliably maintain the Facility or the AWWU Facilities, and (b) cannot be reasonably conducted during normal Facility or AWWU Facilities' operations.

"Prudent Industry Standards" means those standards of care and diligence normally practiced by water transportation infrastructure operation and maintenance firms in performing services of a similar nature in a similar jurisdiction in which the Water Transportation Services and Operational Work will be performed. Prudent Industry Standards are not intended to be limited to optimum practice or methods, but rather to be a spectrum of reasonable and prudent practices and methods that must take the conditions specific to any water transportation facility under consideration.

"River Release Structure" has the meaning set forth in Exhibit A-1.

"Site" means the location of the Facility as further described and depicted in Exhibit B.

"Subcontractor" means any Person with whom the Owners, or any Owner, enters into an arrangement for the performance of any portion of the Water Transportation Services or Operational Work, including Persons at any tier with whom any Subcontractor has further subcontracted any portion of the Water Transportation Services or Operational Work, and the legal or personal representatives, successors, and assigns of such Person.

"Term" has the meaning set forth in Section 2.1(a).

"Water Release Limits" has the meaning set forth in Section 3.1.

"Water Supply Agreement" has the meaning set forth in the Recitals.

"Water Transportation Services" has the meaning set forth in Section 3.1.

Exhibit A

Eklutna River Release Facility Description and Definitions[3]

The **"*Eklutna River Release Facility"*** shall consist of an Isolation Valve Structure and the River Release Structure.

The "***Isolation Valve Structure***" shall include:

- a new tee to be built in the AWWU pipeline downstream of the AWWU tunnel/pipeline transition and upstream of the AWWU portal valve (the "***Delivery Point***")
- A 54-inch gate valve on the main segment of AWWU pipeline intended to provide dual means of isolation for AWWU's pipeline segment ("***AWWU's Isolation Valve***")
- A 42-inch gate valve on the branch segment of AWWU pipeline intended to provide isolation to the river release structure ("***Owners' Isolation Valve***", together with AWWU's Isolation Valve, the "***Isolation Valves***").
- Related controls and communication technology to be installed by the Owners in the main line of the AWWU Facilities.

The "***River Release Structure***" shall include:

- [A new pipeline from the Isolation Valve Structure to the Eklutna River]
- Control valves
- A new meter installed at the Delivery Point ("***Delivery Point Meter***")
- Monitoring and control equipment to be installed by Owners [*describe where]*.

"***AWWU's Portion***" of the Facility shall consist of the Isolation Valve Structure [and _____]

The "***Owners' Portion***" of the Facility shall consist of the River Release Structure [and _____]

[3] **Note to Accompany Final Draft**: This Exhibit will be revised and finalized by Owners to reflect the proposal approved by the Governor and prior to signing.

Exhibit B[4]

Description and Schematic of Site, AWWU Facilities, and Injection Point and Delivery Point

[4] **Note to Accompany Final Draft**: This Exhibit will be populated after Governor approval and prior to signing.

Exhibit C

Owners' Approvals[5]

[5] **Note to Accompany Final Draft**: This Exhibit will be populated after Governor approval and prior to signing.

Exhibit D-1[6]

Owners' Insurance Requirements

[6] **Note to Accompany Final Draft**: This Exhibit will be populated by the Parties after Governor approval and prior to signing.

Exhibit D-2[7]

AWWU's Insurance Requirements

[7] **Note to Accompany Final Draft**: This Exhibit will be populated by the Parties after Governor approval and prior to signing.

Exhibit E[8]

Initial Notice Information

If delivered to the Owners, to them at	Chugach Electric Association, Inc. Attention: [_____] **[ADDRESS 1]** **[ADDRESS 2]** **[CITY, STATE, ZIP]** Phone: [(___) ___-____] Email: [_____] Matanuska Electric Association, Inc. Attention: [_____] **[ADDRESS 1]** **[ADDRESS 2]** **[CITY, STATE, ZIP]** Phone: [(___) ___-____] Email: [_____] Municipality of Anchorage Attention: [_____] **[ADDRESS 1]** **[ADDRESS 2]** **[CITY, STATE, ZIP]** Phone: [(___) ___-____] Email: [_____]
If delivered to AWWU, to it at	Anchorage Water and Wastewater Utility, a department of the Municipality of Anchorage Attention: [_____] **[ADDRESS 1]** **[ADDRESS 2]** **[CITY, STATE, ZIP]** Phone: [(___) ___-____]

[8] **Note to Accompany Final Draft**: To be populated immediately prior to execution, after Governor approval, as such information is subject to change.

Exhibit C

Final Form

PUBLIC WATER SUPPLY AGREEMENT

by and between

Anchorage Water and Wastewater Utility

as

Service Provider

And

Chugach Electric Association, Inc,

Matanuska Electric Association, Inc., and the Municipality of Anchorage

as

Owners

Dated as of **[_____]**[1]

---

[1] **Note to Accompany Final Draft**: This Agreement has been form agreed as between the Parties but will not be signed by the MOA until after Governor approval of the Fish and Wildlife Program has occurred and such signatures have been authorized by the Anchorage Assembly. Prior to execution, this footnote can be deleted from the draft.

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PUBLIC WATER SUPPLY AGREEMENT

This PUBLIC WATER SUPPLY AGREEMENT (this "Agreement"), dated as of [_____] (the "Effective Date"), is entered into by and between Anchorage Water and Wastewater Utility ("AWWU"), and Chugach Electric Association, Inc. ("Chugach"), Matanuska Electric Association, Inc. ("MEA"), and the Municipality of Anchorage ("MOA") (each of Chugach, MEA, and MOA is an "Owner" and collectively they are referred to as the "Owners"). The Owners and AWWU are sometimes referred to herein as a "Party" or collectively as the "Parties".

R E C I T A L S

WHEREAS, the federal Alaska Power Administration ("APA") originally developed, owned and operated the Eklutna Hydroelectric Project, which began operations in 1954 for the production of electric power that APA sold to electric utilities serving the Anchorage and Matanuska Valley areas;

WHEREAS, as then-owner of the Eklutna Hydroelectric Project assets, the APA possessed senior water rights (both federal reserved water rights and water rights granted under State of Alaska law), with a priority date of 1954, to all the water that may be feasibly appropriated from Eklutna Lake for use in generating electric power for the Eklutna Hydroelectric Project as reflected in water rights certificate ADL 44944 ("Project Water Rights");

WHEREAS, in the 1980s, AWWU:

(i) determined that Eklutna Lake was a necessary source of water for the City of Anchorage;

(ii) entered into that certain "Agreement for Public Water Supply and Energy Generation from Eklutna Lake, Alaska" with APA, dated February 17, 1984, as amended (the "1984 Agreement"), which among other things provides terms and conditions relating to (i) AWWU facility interconnection to Eklutna Hydroelectric Project; and (ii) the compensation by AWWU to the Owners for AWWU's diversion of water for public water supply that reduces the Project Water Rights otherwise available for use to generate energy at the Eklutna Hydroelectric Project;

(iii) obtained: (1) "preferred use status" from the Alaska Department of Natural Resources ("DNR") through an application that demonstrated the need for AWWU to take prior-appropriated water for public water supply purposes and which is conditioned upon the validity and existence of the 1984 Agreement (the "Preferred Use Status") pursuant to Alaska Statute 46.15.150(b); (2) a permit (LAS 2569) to use Project Water Rights for up to 41 million gallons per day for public water supply pursuant to the Act of October 30, 1984, 98 Stat. 2823, (the "AWWU Water Permit"); and

(iv) constructed and began operations of the water project diverting water from the Eklutna Hydroelectric Project intake tunnel to AWWU's water system (the "AWWU Water Project");

WHEREAS, the 1984 Agreement remains in effect "until the year 2025" and the AWWU Water Permit expires on December 31, 2025;

WHEREAS, in October 1997, the Owners purchased from APA the Eklutna Hydroelectric Project and all related project assets, including Project Water Rights and became parties to the 1984 Agreement through assignment (the "Owners' Facilities");

WHEREAS, pursuant to the 1991 Agreement (as defined below), the Owners have studied and developed a Fish and Wildlife program to protect, mitigate damages to, and enhance fish and wildlife impacted by the development of the Eklutna Hydroelectric Project centered on establishing instream flows in the Eklutna River as part of the implementation of the Fish and Wildlife Program (the "Fish and Wildlife Program");

WHEREAS, in order to establish such instream flows, the Owners and AWWU have negotiated two agreements: (1) a Water Facilities Interconnection Agreement (the "Interconnection Agreement"), which shall govern the construction and interconnection of the Parties' respective facilities for conveyance of water from the Eklutna Lake to the Eklutna River using AWWU facilities; and (2) a Long-Term Water Transportation Services Agreement (the "Transportation Agreement"), which shall govern the provision of conveyance services for transporting water from the Eklutna Lake to the Eklutna River;

WHEREAS, in coordination and joint consideration with the Interconnection Agreement and the Transportation Agreement, the Parties desire to enter into this Agreement in order to replace the 1984 Agreement and set forth new terms and conditions relating to (i) the compensation from AWWU to the Owners for AWWU's use of the Project Water Rights in accordance with Alaska Statute 46.15.150 and; (ii) the extension of other future rights to AWWU; and

NOW, THEREFORE, in consideration of the premises of this Agreement, the Transportation Agreement, and the Interconnection Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owners and AWWU, intending to be legally bound, hereby agree as follows:

ARTICLE I
DEFINITIONS; INTERPRETATION

Section 1.1 Defined Terms. Capitalized terms used in this Agreement without other definition shall have the meanings set forth in Schedule 1.1, unless the context requires otherwise.

Section 1.2 Interpretation. As used in this Agreement, the terms "herein," "herewith" and "hereof" are references to this Agreement, taken as a whole; the terms "includes" or "including" shall mean "including, without limitation"; and references to a "Section," "Article", "Exhibit" or "Schedule" shall mean a Section, Article, Exhibit or Schedule of this Agreement, as the case may be, unless in any such case the context requires otherwise. All references to a given Exhibit, Schedule, agreement, instrument or other document shall be a reference to that agreement, instrument or other document as modified, amended, supplemented and restated through the date as of which such reference is made. A reference to a Person includes its permitted successors and permitted assigns. The singular shall include the plural and the masculine shall include the feminine and neuter, and vice versa.

ARTICLE II
EFFECTIVE DATE; TERM

Section 2.1 Effective Date. This Agreement shall become binding on the Parties on the Effective Date, subject to Section 2.2.

Section 2.2 Conditions Precedent. The rights and obligations of the Parties as set forth in Articles III – VI in this Agreement shall not be effective until the achievement of the following conditions precedent (the "Conditions Precedent"), a written notice of which shall be sent to AWWU by Owners:

(a) The Owners receive final approval from the Governor of Alaska, with such approval for a Fish and Wildlife Program that requires the use of the AWWU Facilities for instream flows as contemplated in this Agreement, provided that such approval includes no unexpected conditions materially adverse to the Owners or to AWWU, as determined in good faith by the Parties and in the exercise of commercially reasonable business judgment, and neither the approval from the Governor of Alaska nor the Fish and Wildlife Program is subject to any pending judicial review or appeal;

(b) Owners and AWWU obtain and provide evidence of lawful water rights from DNR for the use and transport of water as contemplated under the Agreement, including but not limited to a renewal, extension, or replacement of the AWWU Water Permit, Preferred Use Status, and all other approval(s) authorizing continued use of the Owners' Water Rights by AWWU;

(c) Chugach obtains final Regulatory Commission of Alaska ("RCA") approval of its applicable tariff rates necessary to implement the compensation outlined in Section 3.2 below pursuant to, and in a manner consistent with, Section 6.23 of the MOA-Chugach APSA as such terms are defined therein; and

(d) The Interconnection Agreement and the Transportation Agreement are in full force and effect and are valid, binding and enforceable against AWWU and the Owners in accordance with their terms.

Section 2.3 Failure to Achieve Conditions Precedent. In the event that this Agreement does not become fully effective (i) due to the failure to achieve the Conditions Precedent as set forth in Section 2.2 by [June 1, 2025], or (ii) because the Governor of Alaska approves a Fish and Wildlife Program that does not require the use of the AWWU Facilities for instream flows as contemplated in this Agreement, then: (A) this Agreement will be terminated upon thirty (30) days' written notice by either Party (B) the automatic cross-agreement termination provisions of Section 10.3 shall apply; and (C) the Parties shall meet promptly to negotiate in good faith an alternate agreement to replace the 1984 Agreement that expires in 2025 with terms and conditions that include but are not limited to adequate compensation, risk mitigation, potential transfer or purchase of water rights, and other terms and conditions then deemed appropriate by the Parties without prejudice due to the prior existence, or the subsequent termination, of this Agreement.

Section 2.4 Term. Unless agreed to otherwise by the Parties, this Agreement will continue in full force and effect starting on the Effective Date and terminating on October 30, 2060, subject to any early termination provision set forth herein (the "Term").

Section 2.5 Effect on 1984 Agreement. The Parties intend that, upon thirty (30) days' written notice by the Owners of the achievement of the Conditions Precedent as set forth in Section 2.2, this Agreement shall become fully effective and replace the 1984 Agreement in its entirety, and the 1984 Agreement will be terminated.

ARTICLE III
WATER USE AND COMPENSATION

Section 3.1 Water Use. The Owners shall make available and allow AWWU to continue to interconnect the AWWU Water Project to the Eklutna Hydroelectric Project, use the project's intake, tunnel, and other Owners' Facilities necessary to divert and use a portion of Project Water Rights up to 41 million gallons per day for public water supply purposes in a manner consistent with AWWU's Preferred Use Status, the AWWU Water Permit, and Alaska Statute 46.15.150(b). The Parties understand that after the Effective Date, AWWU may initiate a process to replace all or part of the AWWU Water Permit with a certificated water right under Alaska Statute 46.15. The Owners consent to such conversion provided that AWWU's certificated water right does not exceed 41 million gallons per day for public water supply purposes, such certification is subject to all requirements of Alaska Statute 46.15.150 and any and all regulations implementing AWWU's Preferred Use Status, and AWWU remains committed to compensate Owners for such water as set forth in Section 3.2 below.

Section 3.2 Compensation.

(a) Compensation. Subject to the limitation in subsection (b) below, AWWU and the MOA shall compensate the Owners for all reductions in electrical energy generation at the Eklutna Hydroelectric Project, costs, and losses that result from water diversions for the AWWU Water Project as set forth in Exhibit A (collectively, the "Replacement Energy"). The compensation paid by AWWU for the Replacement Energy shall be both in kind through electrical energy recovered by AWWU at the Eklutna Water Treatment Facility ("EWTF") in excess of AWWU's own needs at the EWTF ("Recovered Electrical Energy"), and in cash payments (the cash portion shall be referred to as the "Replacement Energy Payment(s)"). The Recovered Electrical Energy shall act as an offset to the Replacement Energy Payment obligations. All costs associated with such deliveries of Recovered Electrical Energy, including metering, will be borne by AWWU.

(b) Compensation Limitations and Procedures. The compensation owed to the Owners by AWWU, calculated and accounted for as set forth in Exhibit A and Section 3.2(a), shall be subject to the following limitations: (a) in no event shall the Replacement Energy Payment owed and payable to Chugach by AWWU exceed six hundred thousand dollars ($600,000) per year in value in aggregate, as such amount will be adjusted annually for inflation reflected in the Bureau of Labor Statistics' Consumer Price Index; (b) in no event shall any such compensation be required in the event that the Owners permanently cease operations of the Eklutna Hydroelectric Project; and (c) in no event shall any such compensation be required in the event of a transfer of a priority water right from the Owners to AWWU as contemplated in Article VI. For the purposes of clarity, the words "total compensation owed and payable to Chugach by AWWU," in the preceding sentence applies to the Replacement Energy Payment and specifically includes the independent in-kind compensation through the Recovered Electrical Energy. The Recovered Electrical Energy shall not include any power generated by AWWU at any location other than the EWTF, which

power generated at other locations may be sold by AWWU as co-generated power. Notwithstanding the foregoing limitation on compensation to be paid by AWWU, nothing in this Agreement is intended to change the MOA's obligations set forth in any of: (i) the MOA-Chugach Eklutna PPA; (ii) Section 6.23 of the MOA-Chugach APSA; and (iii) the MOA-MEA Eklutna PPA. In any month of the Term, to the extent that AWWU does not fully compensate Chugach for the total amount of Replacement Energy in such month due to application of the AWWU compensation cap set forth above, such matters will be resolved among the Owners and the MOA will make Chugach whole as outlined in Exhibit A.

(c) Costs. Other than the compensation for water diversions set forth in Sections 3.2(a) and (b) above, all costs borne initially by each Party in connection with the exercising of its respective rights and the performance of its respective obligations under this Agreement shall be the responsibility of such Party initially incurring such costs. In partial consideration of the costs to Owners incurred in maintaining its facilities necessary for AWWU to continue to interconnect to Eklutna Hydroelectric Project, and to divert and use a portion of Project Water Rights under this Agreement for the benefit of the AWWU, the Parties entered into the Transportation Agreement for the same duration as this Agreement, pursuant to which AWWU will provide conveyance services for transporting water from the Eklutna Lake to the Eklutna River at no cost to Owners.

ARTICLE IV
OWNERS' RESPONSIBILITIES

Section 4.1 Reservoir Operations. Subject to the terms herein, Owners shall retain full authority and responsibility to operate the Eklutna Hydroelectric Project and manage and allocate water in Eklutna Lake in accordance with ADL 44944 and the requirements of the Eklutna Hydroelectric Project.

Section 4.2 Assurance of Water Project Allocation, Quality, and Access. Subject to the terms herein, Owners will operate the Eklutna Lake reservoir in such a manner that the projected allocations of water to the AWWU Water Project are available to MOA upon request at a flow rate of at least 41 MGD to the EWTF at a pressure sufficient to allow normal operation of the EWTF as currently configured. The Owners will take no action regarding Eklutna Lake that has the effect of reducing the quality or increasing the turbidity of the lake water from those conditions which exist as of the Effective Date; nor will the Owners take or authorize any other action with regard to Eklutna Lake that may have the effect of reducing its present suitability for use as a source of public water supply. This Section 4.2 is not intended to preclude or inhibit maintenance and repair activities determined to be necessary by the Owners, nor does it apply to the management of the lake surface and surrounding areas for public recreation, which is outside the scope of this Agreement. For the avoidance of doubt, the Owners shall ensure continued use and access to AWWU of the Owners' Facilities that are necessary to supply water to the AWWU Facilities to the extent that Owners' Facilities continue in commercial operation.

ARTICLE V
AWWU RESPONSIBILITIES

Section 5.1 Compensation. AWWU shall compensate the Owners as set forth in Section 3.2(a) subject to the limitation in Section 3.2(b). To the extent that the total compensation

owed to the Owners by AWWU under Section 3.2 is not satisfied by the netting against the MOA's ownership share of the water used in the Eklutna Hydroelectric Project, AWWU will pay the Owners directly within thirty (30) days of receipt of invoice.

Section 5.2 Maintenance, Repair, and Material Modifications to AWWU Water Project.

(a) AWWU Water Project. To the extent AWWU must perform maintenance, repairs, or make any material modification to the AWWU Water Project that adversely affects the Eklutna Hydroelectric Project, prior to the commencement of such action, AWWU shall furnish to the Owners copies of all plans, specifications, and schedules regarding such work. AWWU shall coordinate with the Owners all such activities in order to avoid or minimize disruption of the Owner's activities at the Eklutna Hydroelectric Project, to the maximum extent possible. AWWU will take commercially reasonable steps to minimize any of its actions set forth in this subsection that may adversely affect energy generation from the Eklutna Hydroelectric Project. AWWU shall reimburse the Owners, by payment of lost revenues to the Owners or by Replacement Energy, as may be mutually agreed by the Parties, for any such losses incurred by the Owners that are attributable to such maintenance or material modifications of the AWWU Water Project that impacts the Eklutna Hydroelectric Project, such as maintenance or material modifications to the project's intake tunnel connected to Eklutna Lake.

(b) AWWU Water Project Interconnection. Notwithstanding Section 5.2(a), AWWU shall obtain specific plan approval from the Owners before initiating any material modification on any existing facilities for the delivery of water from the Eklutna Hydroelectric Project to the AWWU Water Project, including any facilities that are interconnected to the present Owners' water intake tunnel. AWWU will take commercially reasonable steps to minimize any of its actions set forth in this subsection that may adversely affect energy generation from the Eklutna Hydroelectric Project.

ARTICLE VI
RIGHTS UPON CEASING OPERATIONS OR TERMINATION

Section 6.1 Right of First Offer. If the Owners elect to permanently cease operations of the Eklutna Hydroelectric Project, the Owners shall provide written notice to AWWU of such intention. For a period of six (6) months after such notice, neither Owners nor their successors and assigns, nor their respective Affiliates, shall enter into an obligation or agreement to sell or transfer the Eklutna Hydroelectric Project, unless the (i) Owners first offer, in writing, to sell to AWWU that portion of Owners' Facilities that are necessary to supply water from Eklutna Lake to the AWWU Facilities; and (ii) AWWU declines to purchase such portion of Owners' Facilities within thirty days after notification of the offer to sell. If, within thirty days after notification of the offer to sell, AWWU indicates a good faith intention to purchase such portion subject to a need for ongoing review, then this shall trigger an additional 90-day period during which the Parties shall meet and negotiate in good faith terms and conditions then deemed appropriate and the Owners shall in good faith provide necessary documentation to facilitate such review. If at the end of such 90-day period, AWWU has not yet purchased such portion, then the Owners shall be permitted to pursue other options for the transfer of the Eklutna Hydroelectric Project.

Section 6.2 Option to Acquire Owners' Water Rights and Termination. Upon the earlier of October 31, 2055, or the MOA's sale of its interests in the Eklutna Hydroelectric Project, AWWU may exercise an option to acquire sole ownership of a portion of the Owners' first-priority water rights that is then operative and reflected in the AWWU Water Permit and any subsequent certificate, which shall in no event exceed 41 million gallons per day, by quitclaim deed or other then-acceptable means of transfer, in exchange for relinquishing its AWWU Water Permit and Preferred Use Status (and associated legal rights) as no longer being legally functional or operative; provided, however, that AWWU shall (a) issue a written notice to the Owners of its intention to exercise such option no later than October 30, 2050; (b) prepare all legal documents necessary to transfer such water rights from the Owners to AWWU (subject to Owners' review and approval prior to execution); and (c) obtain all required Governmental Approvals to effectuate such acquisition at AWWU's sole cost and expense (the "AWWU Option"). Upon closing of the AWWU Option, this Agreement and the Parties' obligations hereunder shall terminate except for the right of first offer in Section 6.1 above, which shall survive and continue while Owners continue operations of the Eklutna Hydroelectric Project.

ARTICLE VII
TITLE; LOSS OR DAMAGE; FORCE MAJEURE

Section 7.1 Title.

(a) Legal title to and ownership of the Owners' Facilities, including Owners' Water Rights, shall remain with Owners throughout the Term of this Agreement, free and clear of any and all liens, claims, security interests or other encumbrances imposed by AWWU.

(b) Legal title to and ownership of the AWWU Facilities, including the AWWU Water Permit, and any resulting certificate of appropriation, shall remain with AWWU throughout the Term of this Agreement.

Section 7.2 Force Majeure. Each Party shall be excused from performance and shall not be considered to be in default with respect to any obligation hereunder, if and to the extent that such Party's failure of, or delay in, performance is due to a Force Majeure Event; provided, that:

(a) such Party gives the other Party prompt written notice describing the particulars of the Force Majeure Event as soon as is reasonably practicable after becoming aware of the occurrence of the Force Majeure Event;

(b) the suspension of performance is of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;

(c) no obligations of the affected Party that arose before the occurrence of the Force Majeure Event causing the suspension of performance shall be excused as a result of such Force Majeure Event, unless and only to the extent that the performance of such obligations is impaired by the Force Majeure Event;

(d) the Party uses diligent commercially reasonable efforts to overcome or mitigate the effects of the Force Majeure Event; and

(e) when the Party is able to resume performance of its obligations under this Agreement, such Party shall give the other Party written notice to that effect and shall promptly resume performance hereunder.

ARTICLE VIII
LIMITATIONS ON LIABILITY

Section 8.1 Aggregate Limitation of Liability. Notwithstanding any other provision of this Agreement, the total aggregate liability of the Owners and the total aggregate liability of AWWU arising out of or relating to this Agreement, from any and all causes, whether based on contract, tort (including negligence), strict liability or any other cause of action, shall in no event exceed ten million dollars ($10,000,000) for AWWU, or ten million dollar ($10,000,000) for the Owners collectively, provided that such limits shall not apply in the case of such Party's (i) gross negligence or willful misconduct, (ii) third-party indemnity obligation, or (iii) breach of any representation or warranty.

Section 8.2 CUMULATIVE REMEDIES. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED, OR IF A REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY NON-EXCLUSIVE, THE NON-DEFAULTING PARTY SHALL HAVE THE RIGHT TO EXERCISE ALL RIGHTS AND REMEDIES AVAILABLE TO IT AT LAW OR IN EQUITY; PROVIDED, HOWEVER, THAT THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE WAIVED.

Section 8.3 WAIVER OF CERTAIN DAMAGES. EXCEPT WITH RESPECT TO INDEMNIFICATION OF THIRD PARTY CLAIMS PURSUANT TO ARTICLE XI, OR AS OTHERWISE EXPRESSLY PROVIDED FOR HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, INDIRECT, BUSINESS INTERRUPTION OR SIMILAR DAMAGES, WHETHER BY STATUTE, IN TORT, BY CONTRACT OR OTHERWISE.

ARTICLE IX
INDEMNIFICATION

Section 9.1 Indemnity. To the fullest extent permitted by Law, each Party shall indemnify, hold harmless and defend the other Party and its directors, officers, shareholders, partners, agents and employees, and the Affiliates of the same (collectively, the "Indemnified Parties"), from and against any and all loss, damage, expense and liability, including court costs and reasonable attorneys' fees (collectively, "Liabilities") arising incurred by the Indemnified Parties in connection with or arising from any claim for physical damage to or physical destruction to any property of any third party, or death of or bodily injury to any person, to the extent caused by the negligence of the Indemnifying Party or its agents or employees or others under such Indemnifying Party's control, except any Liabilities incurred due to the negligence or willful misconduct of an Indemnified Party. For the purpose of the definition of "Indemnified Parties" AWWU shall not be considered to be an "Affiliate" of the MOA.

Section 9.2 Defense of Claims. A Party with an indemnification obligation pursuant to this Article IX (an "Indemnifying Party") shall have the right to defend the Indemnified Parties pursuant to this Article IX by counsel of the Indemnifying Party's selection (including insurance counsel) reasonably satisfactory to the Indemnified Party, unless in the opinion of counsel for the Indemnifying Party a conflict of interest between the Parties may exist with respect to such claim. If the Indemnifying Party does not assume the defense of the Indemnified Party, or if a conflict precludes counsel for the Indemnifying Party from providing the defense, then the Indemnifying Party shall reimburse the Indemnified Party on a monthly basis for the Indemnified Party's defense through separate counsel of the Indemnified Party's choice. Even if the Indemnifying Party assumes the defense of the Indemnified Party with acceptable counsel, the Indemnified Party, at its sole option, may participate in the defense, at its own expense, with counsel of its own choice without relieving the Indemnifying Party of any of its obligations hereunder. The Parties shall give each other prompt written notice of any asserted claims or actions indemnified against hereunder and shall cooperate with each other in the defense of any such claims or actions. Without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed, no Indemnifying Party shall settle any such claims or actions in a manner that would require any action or forbearance from action by any Indemnified Party.

ARTICLE X
DEFAULT AND REMEDIES; TERMINATION; DISPUTE RESOLUTION

Section 10.1 Event of Default. The following shall constitute events of default on the part of either party (each, an "Event of Default") under this Agreement:

(a) If a Party makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of the insolvency of such Party, or if such Party files a petition seeking to take advantage of any other Law relating to bankruptcy, insolvency, reorganization, winding up or composition of or readjustment of debts and, in the case of any such proceeding instituted against such Party (but not by such Party), such proceeding is not dismissed within sixty (60) days of such filing;

(b) If a Party fails to comply with any material terms of this Agreement not otherwise set forth as an Event of Default in this Section 10.1(b) and fails to cure or remedy such failure within thirty (30) days after notice and a written demand is made by the non-defaulting Party to the defaulting Party to cure the same or, if such failure cannot be cured within thirty (30) days, the defaulting Party fails to commence to cure such failure within thirty (30) days after such notice and written demand and thereafter diligently pursue such cure to completion, which shall in no event be later than ninety (90) days after such notice;

(c) If a Party defaults under the Interconnection Agreement or the Transportation Agreement;

(d) If a Party fails to make any payment due hereunder within sixty (60) days after receipt of written notice from the non-defaulting Party; or

(e) If any representation or warranty of a Party in this Agreement proves to have been false or misleading in any material respect when made, and such Party has not, within thirty (30) days after written notification thereof from the non-defaulting Party, either fully remedied, or commenced and diligently pursued the remedy, of all adverse impacts on the non-defaulting Party resulting therefrom, all to the reasonable satisfaction of the non-defaulting Party.

Section 10.2 Remedies Upon Event of Default. Upon the occurrence and continuation of an Event of Default, the non-defaulting Party shall have the right to terminate this Agreement and the Interconnection Agreement and the Transportation Agreement; upon ten (10) days written notice and pursue any other remedy available to such non-defaulting party at law or in equity arising out of such Event of Default, including a claim for monetary damage or specific performance.

Section 10.3 Automatic Cross-Agreement Termination. If this Agreement is terminated for any reason during the Term, the Interconnection Agreement and the Transportation Agreement shall automatically terminate, effective as of the same date as this Agreement's termination date.

Section 10.4 Dispute Resolution. In the event of any dispute arising under this Agreement (a "Dispute"), within ten (10) Business Days following notice by either Party, (i) each Party shall appoint a representative, and (ii) the representatives shall meet, negotiate and attempt in good faith to resolve the Dispute quickly, informally and inexpensively. In the event the representatives cannot resolve the Dispute within thirty (30) Days after the first meeting, either Party may request that consideration and resolution of the Dispute be transferred to a designated representative of each Party's senior management. Within ten (10) Days following such a request, each Party shall submit a written summary of the Dispute describing the issues and claims to a senior officer of each Party designated to address the Dispute. Within ten (10) Business Days after receipt of each Party's Dispute summaries, the senior management representatives for both Parties shall negotiate in good faith to resolve the Dispute. If such senior management representatives are unable to resolve the Dispute within thirty (30) Days thereafter, either Party may pursue any available legal remedies.

ARTICLE XI
REPRESENTATIONS

Section 11.1 General Representations and Warranties. Each Owner and AWWU hereby represents and warrants that:

(a) It is duly organized, validly existing and in good standing under the Laws of the state of its formation and is duly qualified to do business in the State of Alaska.

(b) It has all necessary power and authority to execute, deliver and perform its obligations under this Agreement; its execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate, municipal, or other action on its part; and this Agreement has been duly and validly executed and delivered by it and constitutes its legal, valid and binding obligation enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization or moratorium or

other similar Laws relating to the enforcement of creditors' rights generally and by general equitable principles.

(c) It is not in violation of any applicable Law, or any judgment entered by any federal, state, local or other Governmental Authority, which violations, individually or in the aggregate, would adversely affect its performance of any obligations under this Agreement. There are no legal or arbitration proceedings or any proceeding by or before any Governmental Authority, now pending or (to its best knowledge) threatened against it which, if adversely determined, could have a material adverse effect upon its financial condition, operations, prospects or business as a whole, or upon its ability to perform under this Agreement.

(d) No authorization, approval, exemption, or consent of or by any Person is required by it in connection with the execution, delivery, and performance of this Agreement. In addition, each Party represents and warrants to the other Party that the Governmental Approvals required to be obtained by such Party either have been obtained by such Party and are in full force and effect on the date hereof, or will be obtained by such Party and will be in full force and effect on or prior to the date on which they are required, under applicable Law, to be in full force and effect.

(e) The execution and delivery of this Agreement, the consummation of the transactions herein contemplated and compliance with the terms and provisions hereof by it will not conflict with or result in a material breach of, or require any consent under, any of its constitutive documents or any applicable Law, or under any agreement or instrument to which it is a party or by which it is bound or to which it is subject, or will constitute a material default under any such agreement or instrument.

ARTICLE XII
NOTICES

Section 12.1 Writing. Any notice, statement, demand, claim, offer or other written instrument required or permitted to be given pursuant to this Agreement shall be in writing and signed by the Party giving such notice, and shall be sent by email, facsimile, hand messenger delivery, overnight courier service, or certified mail (receipt requested) to the other Party, and shall be sent to the addresses set forth in Exhibit B. Each Party shall have the right to change the address information to which notice shall be sent or delivered or to specify additional addresses to which copies of notices may be sent. All notices shall be effective upon receipt.

ARTICLE XIII
CONFIDENTIALITY

Section 13.1 Confidentiality. The Parties agree that the Parties' proposals, communications, negotiations and information exchanged prior to the Effective Date concerning this Agreement and the development thereof, and technical and other information regarding or relating to the subject of this Agreement exchanged between the Parties that is marked, or otherwise clearly communicated to the receiving Party as "Confidential," constitutes "Confidential Information" of the disclosing Party. The Owners and AWWU each agree to hold such Confidential Information wholly confidential. Such Confidential Information may only be used

by the Parties for the purposes related to the approval, administration or enforcement of this Agreement.

Section 13.2 Disclosure. Each Party agrees not to disclose Confidential Information of the other Party to any other Person (other than its Affiliates, counsel, consultants, lenders, partners, members, employees, officers and directors, and then only to Persons subject to similar confidentiality restrictions as those set forth herein), without the prior written consent of the other Party, provided, that either Party may disclose Confidential Information if such disclosure is required by Law, including without limitation, pursuant to an order of a court or regulatory agency to enforce this Agreement or to seek approval of this Agreement. In the event a Party is required by Law or a Governmental Authority to disclose Confidential Information, such Party, prior to such disclosure, shall provide reasonable advance notice to the other Party of the time and scope of the intended disclosure in order to permit such other Party the opportunity to obtain a protective order, or to otherwise seek to prevent or limit the scope or otherwise impose conditions upon such disclosure.

Section 13.3 Injunctive Relief. Each Party agrees that a violation of the terms of Sections 13.1 and 13.2 constitutes irreparable harm to the other Party, and that the harmed Party may seek any and all remedies available to it at law or in equity, including but not limited to injunctive relief.

Section 13.4 Release of Agreement. The Parties agree that this Agreement, upon execution, shall not be considered Confidential Information. Except as required by Law, releasing the Agreement to the public shall be the sole responsibility of the Owners, to be released in the manner at a time decided in their sole discretion.

ARTICLE XIV
MISCELLANEOUS

Section 14.1 Reasonability. The Parties shall act in a reasonable manner and in accordance with principles of good faith and fair dealing in the performance of this Agreement. Unless expressly provided otherwise in this Agreement and whether or not stated: (a) where this Agreement requires the consent, approval, or similar action by a Party, such consent or approval shall not be unreasonably withheld, conditioned, or delayed; and (b) wherever this Agreement gives a Party a right to determine, require, request, specify, or take similar action with respect to a matter, such determination, requirement, request, specification, or similar action must be reasonable.

Section 14.2 Entire Agreement. This Agreement, together with all Schedules and Exhibits hereto, embodies the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings of the Parties, verbal or written, relating to the subject matter hereof.

Section 14.3 Waiver. Any waiver of the provisions of this Agreement must be in writing and shall not be implied by any usage of trade, course of dealing or course of performance. No exercise of any right or remedy by AWWU or the Owners constitutes a waiver of any other right or remedy contained in or provided by Law. Any delay or failure of a Party to exercise, or any partial exercise of, its rights and remedies under this Agreement shall not operate to limit or

otherwise affect such rights or remedies. Any waiver of performance hereunder shall be limited to the specific performance waived and shall not, unless otherwise expressly stated in writing, constitute a continuous waiver or a waiver of future performance.

Section 14.4 Assignment. Neither Party shall assign this Agreement or any of its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, either Party, without relieving itself from liability hereunder, and without the need for consent from the other Party provided that any such assignee shall agree to be bound by all terms and conditions hereof, may transfer, pledge or assign this Agreement: (a) to any person or entity succeeding to all or substantially all of the assets of the assigning Party; or (b) to a successor entity in a merger or acquisition transaction. Any assignment made in contravention of this Section 14.4 shall be void and unenforceable.

Section 14.5 Governing Law; Submission to Jurisdiction; Venue; No Jury Trial.

(a) Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND INTERPRETED AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ALASKA, EXCLUDING ANY CHOICE OF LAW RULES.

(b) Submission to Jurisdiction, Venue. The Parties agree that any suit, action or other legal proceeding by or against any Party (or its Affiliates or designees) with respect to or arising out of this Agreement shall be brought exclusively in the courts of the State of Alaska, in the Municipality of Anchorage, as the Party instituting such suit, action or other legal proceeding may elect, provided that claims related to federal water rights, federal legislation enabling the Eklutna Hydroelectric Project or AWWU Facilities, or the 1991 Agreement may be brought in the United States District Court for the District of Alaska. By execution and delivery of this Agreement, each Party (for itself, its affiliates and its designees) irrevocably and unconditionally consents and submits to the exclusive jurisdiction of such courts and the appellate courts therefrom, and waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding. The Parties irrevocably consent to the service of process in any such action or proceeding by the mailing of copies thereof by registered or certified mail, first class postage prepaid to the addresses set forth in Exhibit B.

(c) No Jury Trial. EACH OF THE PARTIES HEREBY WAIVES ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(d) Duty to Proceed. Pending final resolution of any Dispute, the Owners and AWWU shall continue to fulfill their respective obligations hereunder that are not the subject of the Dispute.

Section 14.6 Headings. The titles or headings of the various sections, articles and paragraphs hereof are intended solely for convenience and ease of reference and are not intended, and are not to be deemed for any purpose, to modify or explain or place any interpretation or construction upon any of the provisions of this Agreement.

Section 14.7 Status of the Parties. No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties.

Section 14.8 Status of Individual Owners. Each of the Owners shall be jointly and severally liable for the obligations of the Owners under this Agreement. The delineation of specific responsibilities set forth hereunder as among the Owners shall be at the sole discretion of the Owners, not AWWU. If at any time, the Owners agree that one or two of the Owners need no longer be party to this Agreement, such unnecessary Owner(s) may be removed as parties to this Agreement upon written notice to AWWU, if agreed, and shall retain no liability upon removal, with the remaining Owner(s) automatically assuming the full obligations of the Owners hereunder. If an Event of Default exists hereunder at any time with respect to an Owner, it shall be considered an Event of Default with respect to the Owners together as one Party hereunder, provided, that if another Owner agrees to assume such defaulting Owner's obligations under this Agreement by removing such Owner as a party pursuant to the preceding sentence of this Section 14.8 prior to the expiration of any applicable cure period, this shall not be considered an Event of Default hereunder.

Section 14.9 Insurance. Throughout the Term, the Owners shall maintain the required insurance policies as set forth on Exhibit D-1 and AWWU shall maintain the required insurance policy as set forth on Exhibit D-2.

Section 14.10 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and legal benefit of the Owners and AWWU, and their permitted successors and assigns, and no other person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Agreement.

Section 14.11 Further Assurances. Each Party agrees to execute and deliver all further instruments and documents, and take all further action, as may be reasonably necessary to complete performance by the Parties hereunder and to effectuate the purposes and intent of this Agreement, including (1) support of amendment of water rights necessary to implement this Agreement; and (2) AWWU's support of Chugach's tariff revisions necessary to implement the compensation and gain RCA approval as outlined in Section 2.2.

Section 14.12 Amendments. No change, amendment or modification of this Agreement shall be valid or binding upon the Parties unless such change, amendment or modification shall be in writing and duly executed by the Parties.

Section 14.13 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, such determination will not affect any other provision of this Agreement and all other provisions will remain in full force and effect.

Section 14.14 Conflicting Provisions. In the event of any conflict between this document and any Schedule or Exhibit attached hereto, the terms and provisions of this document, as amended from time to time, shall control. In the event of any conflict among the Exhibits, the Exhibit of the latest date mutually agreed to by the Parties shall control.

Section 14.15 Survival. The provisions of Article I, Article VII, Article VIII, Article IX, Article X, Article XI, Article XII, Article XIV, and Article XIV shall survive termination of this Agreement for any reason.

Section 14.16 Counterparts. This Agreement may be executed in any number of separate counterparts and delivered by electronic means, each of which when so executed shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the Parties have caused this Public Water Supply Agreement to be executed by their duly authorized representatives as of the Effective Date.

AWWU/SERVICE PROVIDER:

ANCHORAGE WATER AND WATERWATER UTILITY, A DEPARTMENT OF THE MUNICIPALITY OF ANCHORAGE

By: _____

Name: _____

Title: Municipal Manager

By: _____

Name: _____

Title: General Manager

OWNERS:

CHUGACH ELECTRIC ASSOCIATION

By: _____

Name: _____

Title: _____

MATANUSKA ELECTRIC ASSOCIATION

By: _____

Name: _____

Title: _____

MUNICIPALITY OF ANCHORAGE

By: _____

Name: _____

Title: _____

Schedule 1.1
Definitions

"1984 Agreement" has the meaning set forth in the Recitals.

"1991 Agreement" means that certain Agreement between the Municipality of Anchorage, Chugach Electric Association, Inc., Matanuska Electric Association, Inc., the United States Fish and Wildlife Service, the National Marine Fisheries Service, the State of Alaska, and the Alaska Energy Authority Relative to the Eklutna and Snettisham Hydroelectric Projects, dated August 7, 1991.

"Affiliate" means, with respect to any Person, any other Person controlling, controlled by or under common control with such first Person. For purposes of this definition and the Agreement, the term "control" (and correlative terms) means (1) the ownership of 50% or more of the equity interest in a Person, or (2) the power, whether by contract, equity ownership or otherwise, to direct or cause the direction of the policies or management of a Person.

"Agreement" has the meaning set forth in the introductory paragraph, and shall include all Exhibits and Schedules hereto.

"APA" has the meaning set forth in the Recitals.

"AWWU" has the meaning set forth in the introductory paragraph, and shall include all successors and permitted assigns of AWWU.

"AWWU Facilities" means the existing water transportation facilities owned and operated by AWWU, including the AWWU Eklutna Lake raw water diversion bypass tunnel interconnected with the intake tunnel of the Eklutna Hydroelectric Project and pipeline.

"AWWU Option" has the meaning set forth in Section 6.2.

"AWWU Water Permit" has the meaning set forth in the Recitals and as may be replaced as described in Section 3.1.

"AWWU Water Project" has the meaning set forth in the Recitals.

"Business Day" means any day other than a Saturday, Sunday or legal holiday in the state of Alaska.

"Chugach" has the meaning set forth in the introductory paragraph, and shall include all successors and permitted assigns of Chugach.

"Conditions Precedent" has the meaning set forth in Section 2.2.

"Confidential Information" has the meaning set forth in Section 13.1.

"Day" or "day" means a calendar day, unless expressly specified otherwise.

"Dispute" has the meaning set forth in Section 10.4.

"DNR" has the meaning set forth in the Recitals.

"Effective Date" has the meaning set forth in the introductory paragraph.

"Eklutna Hydroelectric Project" means the Eklutna Hydroelectric Project initially authorized, constructed and operated pursuant to the Eklutna Project Act of July 31, 1950 (64 Stat. 382, as amended), including any and all property and facilities acquired or used in connection therewith, all of which was then sold to the Owners by the United States of America on October 2, 1997.

"Equivalent Energy Production" has the meaning set forth in Exhibit A – Compensation.

"EWTF" has the meaning set forth in Section 3.2(a).

"Fish and Wildlife Program" has the meaning set forth in the Recitals.

"Force Majeure Event" means the occurrence of any act or event beyond the reasonable control of the Party affected that prevents the affected Party from performing its obligations under this Agreement, in full or part, if such act or event is beyond the reasonable control of, and not the result of the fault or negligence of, the affected Party and such Party has been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums), including the following: drought, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance, sabotage, terrorism or threat of terrorism, strike or labor difficulty, accident or curtailment of supply or equipment, total casualty to equipment, or restraint, order or decree by a Governmental Authority. Notwithstanding the foregoing, Force Majeure Events shall expressly not include mechanical or equipment failures (except to the extent any such failure is itself caused by a Force Majeure Event) nor diminution in water quality in Eklutna Lake.

"Governmental Approvals" means all authorizations, consents, licenses, leases, rulings, certifications, registrations, exemptions, permits, certificates, and approvals from any Governmental Authority.

"Governmental Authority" means any federal, state or local government, any political subdivision thereof, or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or other entity having jurisdiction over the Eklutna Hydroelectric Project or AWWU Water Project or their operations, or the health, safety or environmental conditions or otherwise over the Parties.

"Indemnified Parties" has the meaning set forth in Section 9.1.

"Indemnifying Party" has the meaning set forth in Section 9.2.

"Interconnection Agreement" has the meaning set forth in the Recitals.

"Law" means any constitution, charter, act, statute, law, ordinance, code, rule, regulation, order, specified standards or objective criteria contained in any applicable permit or approval or other legislative or administrative action of any Governmental Authority or a final decree, judgment or order of a court or tribunal.

"Liabilities" has the meaning set forth in Section 9.1.

"MEA" has the meaning set forth in the introductory paragraph, and shall include all successor sand assigns of MEA.

"MOA" has the meaning set forth in the introductory paragraph, and shall include all successor sand assigns of MOA.

"MOA-Chugach APSA" means that certain Asset Purchase and Sale Agreement by and between the MOA and Chugach, as amended on December 28, 2018.

"MOA-Chugach Eklutna PPA" means that certain Power Purchase Agreement by and between the MOA and Chugach, dated December 28, 2018, as amended.

"MOA-MEA Eklutna PPA" means that certain Power Purchase Agreement by and between the MOA and MEA, dated September 16, 2019, as amended.

"Owners" has the meaning set forth in the introductory paragraph, and shall include all successors and permitted assigns of the Owners.

"Owners' Facilities" has the meaning set forth in the Recitals.

"Owners' Water Rights" has the meaning set forth in the Recitals.

"Party" and "Parties" has the meaning set forth in the Recitals.

"Person" means any individual, partnership, corporation, limited liability company, association, business, trust, government or political subdivision thereof, Governmental Authority or other entity.

"Preferred Use Status" has the meaning set forth in the Recitals.

"Project Water Rights" has the meaning set forth in the Recitals.

"RCA" has the meaning set forth in Section 2.2(c).

"Recovered Electrical Energy" has the meaning set forth in Section 3.2(a).

"Replacement Energy" has the meaning set forth in Section 3.2(a).

"Replacement Energy Amount" has the meaning set forth in Exhibit A.

"Replacement Energy Payments" has the meaning set forth in Section 3.2(a).

"Term" has the meaning set forth in Section 2.4.

"Transportation Agreement" has the meaning set forth in the Recitals.

EXHIBIT A

Water Scheduling and Compensation

Scheduling & Reporting:

1. Prior to April 1 of each year, AWWU will furnish to the Owners its estimate of:

    a) Anticipated annual diversions of water for public water supply in the AWWU Water Project for the next five water years (June 1 – May 31), by year, for that same period; and

    b) Anticipated monthly diversions of water for public water supply in the AWWU Water Project for the next water year.

2. Within ten (10) days of the beginning of each month, AWWU will furnish to the Owners, on a monthly basis, the daily actual meter readings showing (a) water used by the AWWU Water Project in the preceding month, and (b) electric energy generated by the AWWU Water Project and delivered to the Owners.

Compensation:

As set forth in Section 3.2(a) and (b) of the Agreement and as was previously agreed to by the Parties in the 1984 Agreement, AWWU's use of the Project Water Rights shall remain a burden solely on the MOA's proportionate ownership share of the Project, and for the avoidance of doubt, shall not be allocated to Chugach's or MEA's proportionate ownership shares. Allocation of cost responsibility to the MOA shall be accounted for in the Eklutna Hydroelectric Project's water balancing account maintained among the Owners rather than through billing or other payment compensation owed by AWWU, except as set forth in Section 3.2 and in this Exhibit A. If the MOA's allocation of the Eklutna Hydroelectric Project's water in any given month is insufficient to cover AWWU's use of the Eklutna Hydroelectric Project's water in that month, AWWU will remain entitled to take its water needs within the parameters set forth in the Agreement and AWWU's Water Permit, and the Owners will make necessary adjustments to the MOA's water position within the Eklutna Hydroelectric Project's water balancing account accordingly.

AWWU will compensate the Owners for Replacement Energy (the reduction in electric energy generation attributable to AWWU's use of the Eklutna Hydroelectric Project's water) through Recovered Electrical Energy and Replacement Energy Payments. In other words, AWWU will pay Owners for MWhs not produced, rather than for the quantity of water used by AWWU.

AWWU will not, however, be required to compensate the Owners for water used by AWWU for public water supply in the AWWU Water Project during unplanned reservoir spill events at the Eklutna Hydroelectric Project (i.e., water spills over Eklutna Hydroelectric

Project's dam or through the spillway other than such releases by Owners as part of their implementation of the Fish and Wildlife Program) as measured on a day for day basis. In other words, during days of unplanned reservoir spill events, AWWU will not be required to compensate the Owners for water and equivalent energy generation.

Each month during the term of the Agreement, Chugach (as the Owners' representative designated by the Owners) shall compute the compensation owed by AWWU to Owners pursuant to Section 3.2 of the Agreement and as provided below. Chugach shall provide an invoice to AWWU showing billing determinants, charges, rebates (if any), total amount due, as well as detail regarding the Replacement Energy Payment calculation and Recovered Electrical Energy accounting. As set forth in Section 5.1 of the Agreement, Chugach shall collect such payments from AWWU, allocate values among the Owners as applicable (e.g., pass through its share of the compensation to the MOA), and maintain records as appropriate.

Monthly Compensation Calculation

1. Following receipt of the meter readings from AWWU, the total number of gallons of water used by AWWU during that month, less water used during days in which the unplanned reservoir spill events described above, shall be converted to acre-feet.

2. The energy equivalent for AWWU's water shall then be calculated by multiplying the acre-feet of water used by AWWU by the Eklutna Hydroelectric Project's average energy production per unit of water (kWh/acre-foot) for the month; the result of this calculation is the Equivalent Energy Production (kWh) attributable to AWWU's water usage. Equivalent Energy Production for a given month will be the Replacement Energy for that month.

3. The Replacement Energy in that month shall then be reduced by metered Recovered Electrical Energy at EWTF delivered to MEA and as reported by MEA meter readings to determine the amount of net Replacement Energy (kWh) for which AWWU owes compensation to Chugach for that billing period (the "Replacement Energy Amount").

4. The billing charges for Replacement Energy Amount shall then be calculated as the product of the Replacement Energy (kWh) (after deduction of the Recovered Electrical Energy) and the monthly energy rate set forth in Chugach's Tariff -- "Replacement Energy Service -AWWU" (as may be amended); such charges for Replacement Energy may be adjusted on a kilowatt-hour basis to recover the cost of power as described in Chugach's Tariff -- Fuel and Purchased Cost of Power Adjustment (comprised of fuel, purchased power, and renewable energy adjustment factors) and the Beluga River Unit Contributed Capital Surcharge and Rebate (when applicable).

5. Compensation for Replacement Energy owed by AWWU to Chugach will be capped at $600,000 per water year in value in aggregate as set forth in Section 3.2(b) of the Agreement, as such amount will be adjusted annually for inflation rate using a 15 year rolling average reflected in the Bureau of Labor Statistics' Urban Alaska Consumer Price Index (CPI-U) (as currently reported by State of Alaska Department of Labor and Workforce Development at https://live.laborstats.alaska.gov/cpi/table) ("AWWU Compensation Cap"). In any month of the Term, to the extent that AWWU does not fully compensate Chugach for the total Replacement Energy Amount owed due to application of the AWWU Compensation Cap, the MOA will make Chugach whole through the calculation of a monetary sum equal to the Replacement Energy Amount multiplied by rates set forth in the Chugach tariff for the Replacement Energy Service -- AWWU that shall paid by the MOA to Chugach (i) as an offset against the MOA's ownership share of AWWU payments owed by Chugach pursuant to Section 6.23 of the MOA-Chugach APSA, (ii) cash payments from the MOA to Chugach, or (iii) if necessary, as an offset against other payment obligations owed by Chugach to the MOA pursuant to the MOA-Chugach Eklutna PPA.

Owners' Allocations

1. The Owners hold the following proportionate ownership shares of the Project: MOA – 53.33%; Chugach – 30.00%; MEA – 16.67%.

2. Pursuant to reallocations, terms and conditions set forth in the (i) the MOA-Chugach Eklutna PPA, (ii) Section 6.23 of the MOA-Chugach APSA, and (iii) the MOA-MEA Eklutna PPA, the Project's water (and resulting power output) is allocated to the Owners in the following proportionate shares: MOA – 0%; Chugach – 64.29%; MEA – 35.71%.

3. The cost responsibility for implementation of the Fish and Wildlife Program is borne by the Owners as follows: MOA – 19.04%; Chugach – 64.29%; MEA – 16.67%.

4. MEA shall compensate the MOA for Recovered Electrical Energy at the EWTF received by MEA through the Eklutna Hydroelectric Project's water balancing account.

EXHIBIT B[2]

Notice Information

If delivered to the Owners, to them at

Chugach Electric Association, Inc.
Attention: [_____]
[ADDRESS 1]
[ADDRESS 2]
[CITY, STATE, ZIP]
Phone: [(___) ___-____]
Email: [_____]

Matanuska Electric Association, Inc.
Attention: [_____]
[ADDRESS 1]
[ADDRESS 2]
[CITY, STATE, ZIP]
Phone: [(___) ___-____]
Email: [_____]

Municipality of Anchorage

Attention: [_____]
[ADDRESS 1]
[ADDRESS 2]
[CITY, STATE, ZIP]
Phone: [(___) ___-____]
Email: [_____]

If delivered to AWWU, to it at

Anchorage Water and Wastewater Utility, a department of the Municipality of Anchorage
Attention: [_____]
[ADDRESS 1]
[ADDRESS 2]
[CITY, STATE, ZIP]
Phone: [(___) ___-____]

[2] **Note to accompany final draft**: To be filled out immediately prior to execution to ensure most up to date information

Exhibit D

DocuSign Envelope ID: E3323328-BC4E-4834-B96F-E87AE1D0E7EE

Confidentiality Waived – 4/25/2024

Execution Version

BINDING TERM SHEET

WATER FACILITIES INTERCONNECTION AND LONG-TERM WATER TRANSPORTATION SERVICES

EFFECTIVE DATE: OCTOBER 27, 2023

In furtherance of their obligations to implement a Fish and Wildlife Program (defined below) pursuant to the 1991 Agreement,[1] the Eklutna Owners (defined below) desire to transport a portion of the water reserved for hydroelectric production in their Eklutna Hydroelectric Project through the water utility tunnel and pipeline system owned by Anchorage Water and Wastewater Utility for the purpose of establishing instream water flows in the Eklutna River. Anchorage Water and Wastewater Utility is willing to allow its water utility tunnel, pipeline, and other infrastructure as appropriate to be used for this purpose should the Governor of Alaska approve the Fish and Wildlife Program inclusive of the proposed usage of Anchorage Water and Wastewater Utility's infrastructure. In entering into this Term Sheet and the Agreements (as defined below), however, Anchorage Water and Wastewater Utility does not, and shall not, take any position on whether or not using Anchorage Water and Wastewater Utility's infrastructure is the best alternative for establishing instream water flows in the Eklutna River as the foundation of the Fish and Wildlife Program. Instead, Anchorage Water and Wastewater Utility merely states its willingness to allow use of its infrastructure under the agreed terms and conditions, pursuant to a Governor-approved Fish and Wildlife Program. The parties, as Customer and Service Provider as defined below, have investigated the engineering, interconnection, operational, and regulatory requirements necessary for Service Provider to operate water facilities interconnections and long-term water transportation services to Customer and have agreed to the terms set forth below, which will be memorialized in detailed contractual agreements by March 1, 2024, subject to certain conditions precedent. This Term Sheet shall bind the parties as set forth in this Term Sheet and inure to the benefit of the respective successors and permitted assigns of each of the Parties signatory hereto; provided, however, that neither this Term Sheet nor any rights, benefits, obligations or duties hereunder may be assigned, transferred, hypothecated or otherwise conveyed without the prior express written consent of the other Party. Any such purported assignment, transfer, hypothecation or other conveyance without such prior express written consent shall be void.

1. **Eklutna Owners/ Customer**	Chugach Electric Association, Inc., Matanuska Electric Association, Inc., and the Municipality of Anchorage ("***Eklutna Owners***" or collectively, the "***Customer***").
2. **Service Provider**	Anchorage Water and Wastewater Utility ("***Service Provider***" or "***AWWU***", and collectively with Customer, the "***Parties***").

[1] Agreement between the Municipality of Anchorage, Chugach Electric Association, Inc., Matanuska Electric Association, Inc., the United States Fish and Wildlife Service, the National Marine Fisheries Service, the State of Alaska, and the Alaska Energy Authority Relative to the Eklutna and Snettisham Hydroelectric Projects, dated August 7, 1991 (the "1991 Agreement").

3. **Agreements**	(1) Water Facilities Interconnection Agreement ("***Interconnection Agreement***"); and (2) Long-Term Water Transportation Services Agreement ("***Transportation Agreement***") (collectively with the Interconnection Agreement, the "***Agreements***").
4. **Binding Term Sheet**	The Parties will use commercially reasonable efforts to negotiate and execute the Agreements and associated documentation promptly following the date of this binding Term Sheet ("***Term Sheet***") in accordance with the substantive terms set forth below. Until such time as this Term Sheet is replaced by any such further documentation, or is terminated pursuant to the terms herein, this Term Sheet remains binding on the signatory parties, and memorializes the legal and enforceable rights and obligations of, the Parties. If the Parties fail to enter into the Agreements by March 1, 2024, either Party may terminate this Term Sheet upon thirty (30) days written notice. The Parties also acknowledge that design is in its early stages and that the current concept for development of the Eklutna River Release Facility, and use of the AWWU Facilities (as defined below) may be further refined after the date of this Term Sheet. Accordingly, the substantive terms of this Term Sheet are subject to change during the course of the negotiation of the Agreements due to any material refinement of such designs and neither Party shall be in breach of this Term Sheet by seeking to change said substantive terms to address such material refinements arising out of the design process, provided that in seeking such a change or changes, such Party is operating in good faith to preserve the primary purpose of this Term Sheet that the Customer and AWWU cooperate to use AWWU Facilities to transport water from Eklutna Lake into the Eklutna River as part of the Eklutna Owners' implementation of the Fish and Wildlife Program.
5. **Purpose**	The Parties intend to enter into definitive Agreements, the key terms of which are set forth in this Term Sheet (subject to the right to change said terms due to material refinements in design process provided in Article 4 above), to enable the Eklutna Owners to implement a fish and wildlife program as required by the 1991 Agreement (the "***Fish and Wildlife Program***"), upon approval by the Governor of Alaska. Specifically, the Eklutna Owners intend to reestablish and preserve instream flows of the Eklutna River to implement the Fish and Wildlife Program through

	two primary mechanisms, and to mitigate the impact of the Fish and Wildlife Program on AWWU's public water system as required under Section 2 of the 1991 Agreement: (1) the construction of the Eklutna River Release Facility (as defined in Section 6 below), to consist of a River Release Structure (as defined below) to be owned and managed by Customer and an Isolation Valve Structure (as defined below) to be owned by Service Provider and managed in part by Service Provider and in part by Customer (as further described herein), all to be interconnected to the existing AWWU Facilities (as defined in Subsection (2) below), which shall be used for the ultimate delivery of water to the Eklutna River; and (2) the use of existing water transportation facilities owned and operated by AWWU on terms defined below, including but not limited to the AWWU Eklutna Lake raw water diversion bypass tunnel and pipeline ("***AWWU Facilities***"), which will allow for the transport of Customer's water from the Injection Point to the Delivery Point defined and described below ("***Water Transportation Services***"). A more detailed overview of the Eklutna River Release Facility is set forth in Appendix A. Appendix A also shows: • the "***Injection Point***" (the existing "T" in the tunnel downstream of the Eklutna power plant intake in Eklutna Lake where the AWWU tunnel begins) at which the custody, control, and risk of loss of water is exchanged from Customer to Service Provider, • the AWWU Facilities, an existing tunnel and pipeline covering a distance of roughly 1.6 miles, • the "***Delivery Point***" (the outlet of a new "T" to be built in the AWWU pipeline downstream of the AWWU tunnel/pipeline transition and upstream of the AWWU portal valve) at which the custody, control, and risk of loss of water is exchanged from Service Provider back to Customer, • A 54-inch gate valve on the main segment of AWWU pipeline intended to provide dual means of

	isolation for AWWU's pipeline segment (the "***AWWU Isolation Valve***"); and • A 42-inch gate valve on the branch segment of AWWU pipeline intended to provide isolation to the river release structure ("***Customer Isolation Valve***", together with the AWWU Isolation Valve, the "***Isolation Valves***"). Accordingly, this binding Term Sheet sets forth key terms of definitive Agreements, wherein the Eklutna Owners desire for (1) the Parties to mutually set forth certain obligations and understandings regarding the development, construction, and operation of the Eklutna River Release Facility, which shall be connected to AWWU Facilities, and (2) compensate AWWU for the provision of Water Transportation Services.
6. **Eklutna River Release Facility Definition**	The "***Eklutna River Release Facility***" shall consist of the proposed Isolation Valve Structure and the River Release Structure. The "Isolation Valve Structure" shall include the tee, the Isolation Valves, controls, and communication technology to be installed in the main line of the AWWU Facilities and owned and operated by Service Provider, provided that Customer shall have coordinated control of the Customer Isolation Valve for maintenance throughout the Delivery Term; and the "River Release Structure" shall include a new pipeline, control valve, the Delivery Point Meter (as defined below) and monitoring and control equipment and will be owned and operated by Customer. The Eklutna River Release Facility shall be designed, engineered, and constructed by Customer, all potentially as shown in Appendix B (the 15% design), which is subject to change and approval by both Parties in all respects during the design and approval stages of project development.
7. **Effective Dates and Conditions Precedent**	The definitive Agreements will become effective upon execution (the "***Execution Date***"), but the construction and operational obligations set forth in the definitive Agreements will become binding upon the Parties only upon the satisfaction of the following conditions precedent (such date, the "***Construction Start Effective Date***"): (1) The Eklutna Owners gain final approval of their Fish and Wildlife Program by the Governor of Alaska that requires use of AWWU Facilities as contemplated in this

	Term Sheet without any conditions materially adverse to the Eklutna Owners or AWWU, as determined in good faith and in the exercise of commercial reasonable business judgment, and that such Eklutna Owners' Fish and Wildlife Program and the Governor's final approval is not subject to any pending judicial review or appeal; (2) The Eklutna Owners obtain all permits necessary to construct the Eklutna River Release Facility; and (3) The Eklutna Owners obtain or provide evidence of lawful Certificates of Appropriation from the Alaska Department of Natural Resources for the use and transport of water as contemplated under the Transportation Agreement, including but not limited to an amendment of existing water rights or other approval(s) authorizing a change of use allowing Eklutna Owners' use of a portion of their certificated water right to establish and continue instream flows. The Eklutna Owners will commence final engineering and construction of the Eklutna River Release Facility on the Construction Start Effective Date, and endeavor to complete construction within a reasonable time to be defined in the Agreements following the Governor's approval in a manner consistent with the approved Fish and Wildlife Program and the 1991 Agreement. The obligations to provide and take Water Transportation Services shall begin when the Eklutna Owners achieve Commercial Operation of the Eklutna River Release Facility. "***Commercial Operation***" means, with respect to the Eklutna River Release Facility, that all construction, testing and operational conditions have been fulfilled as evidenced by a certificate from a licensed professional engineer.
8. **Term**	The Agreements shall continue for 35 years from the Commercial Operation date (the "***Delivery Term***"), unless terminated earlier in accordance with the terms thereof. The "***Term***" of the Agreements shall begin on the Execution Date and continue until the expiration of the Delivery Term. At the conclusion of the Term, the Agreements shall thereafter renew on a year-to-year basis, unless terminated earlier in accordance with the terms hereof.

9. **Interconnection Agreement**	Commencing on Effective Date, the Parties shall take all commercially reasonable efforts to develop the Eklutna River Release Facility pursuant to the Interconnection Agreement, which shall include, but not be limited to, the following terms: a. **Customer Responsibilities**. Following the Effective Date, the Customer shall be responsible, solely at its own expense, to (i) design, engineer, permit, and construct the Eklutna River Release Facility to meet the layout and design criteria as presented in Appendix B (15% design), which may be updated and refined from time to time hereafter; for the avoidance of doubt, this shall include all transmission, power, and communication facilities associated with construction; (ii) provide to Service Provider the design drawings pertaining to the Eklutna River Release Facility and any updates to the specifications for the Service Provider's review and approval; (iii) obtain all real property interests necessary for the construction, operation, and maintenance of the Eklutna River Release Facility; (iv) complete all permitting and environmental impact studies necessary for the construction, operation, and maintenance of the Eklutna River Release Facility; (v) acquire and maintain all governmental authorizations and other necessary Approvals for the design, construction, commissioning, ownership, operation, and maintenance of the Eklutna River Release Facility; achieve all milestones to be set forth in a definitive Interconnection Agreement; (vi) construct the Eklutna River Release Facility; (vii) construct security facilities (e.g., fencing, [cameras]) surrounding the Eklutna River Release Facility; (viii) enable Service Provider to have access at all times, (ix) operate the River Release Structure, which is connected to the Isolation Valve Structure at the Delivery Point, and (x) operate the Customer Isolation Valve for maintenance in close coordination with Service Provider. Upon commissioning, the Customer will provide the Service Provider with all as-built/record drawings and operation/maintenance documentation for all constructed facilities.

b. **Service Provider Responsibilities**. Following the Effective Date, Service Provider shall be responsible to (i) provide assistance and cooperation to all reasonable requests of Customer regarding the design, engineering, permitting, construction, installation, testing, start-up and commissioning of the Eklutna River Release Facility (including timely written review and approval of Customer's design and engineering), and on obtaining and maintaining all governmental authorizations and third party owned real property interests necessary for the construction, operation, and maintenance of the AWWU Facilities to the Delivery Point, and (ii) operating the AWWU Facilities and the Isolation Valve Structure, but in such a way that allows Customer to access and operate the Customer Isolation Valve for maintenance on a coordinated basis. Service Provider shall further agree to not suspend or otherwise halt access to the AWWU Facilities during the period of construction, except to the extent needed to address reasonable security or safety issues and to avoid putting AWWU's water supply at risk of interruption or contamination. The foregoing responsibilities described in this Subsection b are referred to herein as the "***Service Provider Responsibilities***".

c. **Development Costs**. The Customer shall be solely responsible for and shall pay all costs and expenses incurred in connection with performing the responsibilities necessary to build the Eklutna River Release Facility; Customer shall reimburse Service Provider for its actual costs related to or arising out of the development and construction of the Eklutna River Release Facility and related Service Provider Responsibilities, including but not limited to documented direct and indirect costs, overhead, general and administrative costs, staff time, and all other costs related to or arising out of the planning, engineering and project management associated with Eklutna River Release Facility and Service Provider Responsibilities, provided that Service Provider shall use commercially reasonable efforts to minimize such costs.

	d. **Tie-In / Installation Costs**. Customer will be responsible for, and will pay or reimburse Service Provider, all costs required to connect the Eklutna River Release Facility to the AWWU Facilities; provided that, for any easements or other rights-of-way or land use permits required on AWWU-owned land to so connect AWWU Facilities to Eklutna River Release Facility, Service Provider shall provide such easements at a reasonable or no cost to Customer. To the extent necessary but not held by AWWU, Customer shall be solely responsible for obtaining and paying for any and all easements, rights-of-way, or land use rights from third parties which are necessary for the connection of the River Release Structure to the AWWU Facilities through the Isolation Valve Structure. Connection costs include but are not limited to engineering, soil testing, site preparation, demolition, implementation of civil work, mechanical improvements, structural upgrades, piping, electrical improvements, instrumentation and controls upgrades, communications improvements, safety, fire protection, environmental testing, equipment rentals, permitting, and construction support.
10. **Transportation Agreement**	Commencing on Commercial Operation, AWWU shall perform, and the Customer shall take, on an exclusive basis, the Water Transportation Services pursuant to the Transportation Agreement, which shall include, but are not limited to, the following terms: a. **Amount.** During the Delivery Term Service Provider shall transport Customer's water from the Injection Point to the Delivery Point commingled with and undifferentiated from Service Provider's raw water deliveries to the Eklutna Water Treatment Facility ("***EWTF***"). At the Delivery Point, Customer's water (not intended for municipal water) supply may be released to the Eklutna River through the Eklutna River Release Facility. Control valves in the Eklutna River Release Facility downstream of the Delivery Point will be used to set the rate of release of Customer water to the Eklutna River, in accordance with a predetermined dynamic delivery schedule established in the final Fish and Wildlife Program

	documentation. The total amount released will be measured by flow meters at the Delivery Point by the Delivery Point Meter (as defined below). The maximum daily rate of conveyance (the "***Contract Maximum***") will be determined based on hydraulic analysis of the AWWU Facilities and the Eklutna River Release Facility under various operating scenarios. The maximum daily flow available at the Eklutna River Release Facility will not inhibit the ability to deliver a flow rate of at least 41 MGD to the EWTF at a pressure sufficient to allow normal operation of the EWTF as currently configured, or exceed the hydraulic capacity or design criteria of the AWWU Facilities. The Contract Maximum shall be reduced as a result of any Excused Events, force majeure or other unforeseen outages or conditions. b. **Control.** The AWWU Facilities shall be solely operated, managed, and maintained by Service Provider or its designee materially in accordance with all governmental authorizations and in accordance with applicable law, prudent industry practices, the most current editions of the AWWU Design and Construction Practices Manual, Municipality of Anchorage Standard Specifications and Anchorage Municipal Code, provided that as part of such operation, management and maintenance, Service Provider shall cooperate and provide access as needed to Customer for Customer's operation, management, and maintenance of Customer Isolation Valve on a coordinated basis. c. **Costs and Exchange of Services.** All costs of water transportation, operations, management and maintenance borne by AWWU (including but not limited to the use of the AWWU Facilities, the tee and the valves described above) will be exchanged on an equal basis for AWWU's continued use of the Customer's intake, hydrotunnel and any other facilities necessary to supply water from the Eklutna Lake to the AWWU tunnel and related water transportation, operations, management and maintenance costs borne by Customer.

	d. **Operating Procedures and Coordination.** Service Provider shall, at Customer's expense, develop proposed written operating procedures for the provision of Water Transportation Services (the "***Operating Procedures***") in close coordination with the Customer as set forth in the Transportation Agreement. The Operating Procedures shall include the Parties' respective obligations for the following considerations: (i) method of day-to-day communication and reporting; (ii) key personnel lists for Service Provider and Customer; (iii) reasonable coordination regarding timing of planned outages; (iv) reporting of emergencies, planned outages and forced outages of AWWU Facilities; (v) reporting of curtailment periods; (vi) ongoing reporting of metered quantities measured at the Delivery Point and Injection Point; and (vii) reasonable coordination regarding requisite permits and all other necessary federal, state, and local Approvals; and (viii) a clear statement of operational priority of the Service Provider's public water supply.
11. **Title**	Control, custody, and risk of loss, of the Customer's water shall transfer to Service Provider between the Injection Point and the Delivery Point. Control, custody, and risk of loss, of the Customer's water shall then revert back to the Customer once the water is delivered to the Customer at the Delivery Point. For the avoidance of doubt, the Customer, as holders of water rights certificate ADL 44944, shall retain title at all times to all its water transported by Service Provider. The AWWU Facilities shall remain the property of AWWU; the Eklutna River Release Facility downstream of the Delivery Point will be owned by the Customer; the Isolation Valve Structure will be owned by AWWU, provided that Customer shall have coordinated control of the Customer Isolation Valve for maintenance throughout the Delivery Term. The Parties shall collaborate in good faith to determine the exact demarcation of ownership of the new facilities in the Interconnection Agreement.
12. **Public Water Supply Agreement and Water Rights Application**	a. **Public Water Supply Agreement.** As part of the negotiations of the Agreements, the Parties shall negotiate a new agreement to replace the Agreement for Public Water Supply and Energy

Generation from Eklutna Lake, Alaska, dated February 17, 1984 ("***1984 Agreement***"), as amended, which expires in 2025. The 1984 Agreement and the new agreement are required by Alaska state law, AS 46.15.150, which permits AWWU's preferred water use status only if AWWU agrees to compensate Customer, who holds a senior water right to AWWU, for damages sustained by the preferred use. Such new agreement replacing the 1984 Agreement shall provide that the Service Provider shall:

(i) as required under AS 46.15.150, continue to compensate the Customer (or any individual Eklutna Owner, as applicable) for water or replacement energy and use of Customer's facilities pursuant to substantially similar terms as those included in the 1984 Agreement; provided, however, that (x) AWWU's compensation shall be capped at $600,000 per year, which amount shall be adjusted annually to reflect inflationary changes as reflected in Bureau of Labor Statistics' Consumer Price Index (CPI-U) and such compensation payments shall end upon AWWU obtaining priority water rights from Customer pursuant to Subsection b of this Section 12 below or otherwise, (y) such AWWU payments shall be payable to Chugach; and (z) all other costs and losses attributable to AWWU's decreased compensation shall be netted out of the Municipality of Anchorage's (MOA's) ownership share of the water used in the Eklutna Project pursuant to provisions in the two power purchase agreements among the Eklutna Owners, effective October 30, 2020,

(ii) be entitled to continued use of the Customer's intake, hydrotunnel and any other facilities necessary to supply water to the AWWU Facilities, so long as such facilities are being used by the Eklutna Owners to generate power for the Eklutna Hydroelectric Project

(iii) receive a first right of refusal to purchase the Customer's intake, hydrotunnel and any other of the Customer's facilities necessary to supply water to the AWWU Facilities in the event Customer's power production facilities are permanently shut down, and

(iv) have the right to approve any successor to Customer as operator of the Eklutna River Release Facility, provided that such approval will not be unreasonably withheld, conditioned, or delayed.

The term of the new agreement replacing the 1984 Agreement shall begin upon approval of the Fish and Wildlife Program by the Governor of Alaska and shall continue through October 30, 2060; provided, however, that in the event that litigation or other legal challenges lead to a final Fish and Wildlife Program that does not include the use of the AWWU Facilities for instream flows as contemplated in this Term Sheet, the new agreement replacing the 1984 Agreement shall be terminated and AWWU and the Eklutna Owners shall meet in good faith to negotiate a replacement agreement with terms and conditions then deemed appropriate, including compensation, risk mitigation, transfer or purchase of priority water rights, etc.

b. **Water Permit and Certificate Application.** Customer acknowledges and agrees that Service Provider has a permit for preferred water use for up to 41 million gallons per day for public water supply pursuant to the Act of October 30, 1984, 98 Stat. 2823; Alaska Statutes 46.15.150(a), LAS 2569, and Certificate of Appropriation ADL 44944, and the 1984 Agreement and its successor agreement. Customer acknowledges that the Service Provider's water permit provides for public water supply priority and preference for Service Provider's permitted water rights. In addition, upon the earlier of October 31, 2055 or the MOA's sale of its interests in the Eklutna Project, AWWU may exercise an option to exchange its rights for preferred water use for public water supply for an equal portion of Eklutna Owners' priority state

	water rights (i.e., Certificate of Appropriation ADL 44944), but not to exceed 41 million gallons per day, by quitclaim deed (or other then-acceptable means of transfer); provided (i) AWWU must issue notice of its intention to exercise such option no later than October 30, 2050 (which date aligns with a purchase option related to the Eklutna Project in a power purchase agreement among the Eklutna Owners); (ii) no additional compensation will be due from AWWU to the Eklutna Owners; and (iii) adjustments among the Eklutna Owners to accommodate AWWU's rights will be handled separately.
13. **Measurement and Metering**	Water shall be measured at the Injection Point by an existing flow meter in the AWWU Facilities (the "***Injection Point Meter***"). Water shall be measured at the Delivery Point by a new meter installed as part of the River Release Structure (the "***Delivery Point Meter***"). Delivery Point Meter measurements shall be used to calculate the amount of water received by Customer, but both Parties shall have real-time information as to such metering measurements. Reports for both the Delivery Point Meter and Injection Point Meter shall be included in a report by the Customer for each Month throughout the Delivery Term and shared with AWWU on a monthly basis.
14. **Taxes**	Customer shall be responsible for and shall pay any sales, use, gross receipts, occupation, and other taxes (excluding income, and franchise tax imposed upon Service Provider) from time to time payable as a consequence of the Interconnection Agreement and provision of Water Transportation Services.
15. **Standard of Performance; Obligations re Facilities.**	a. During the Term, the Customer shall cause the Eklutna River Release Facility to be constructed, operated, maintained, permitted and serviced in accordance with all prudent industry practices, applicable law, and the Interconnection Agreement. During the Term, Service Provider will cause the AWWU Facilities to be constructed, operated, maintained, permitted and serviced in accordance with all prudent industry practices, applicable law, and the Transportation Agreement.

	Both Parties shall use commercially reasonable efforts to ensure that all employees and contractors engaged in connection with the maintenance, operation, service, and any future modification (to include design, construction, commissioning, and installation) to have the appropriate and necessary experience and skill, and expertise to carry out the tasks efficiently, professionally, and in accordance with prudent industry practice and applicable law. b. Customer shall, in its sole discretion, develop and implement at its own expense an alternative method, plan, or procedures for dealing with emergencies, maintenance, and other planned or unplanned shutdowns or partial shutdowns of the Eklutna River Release Facility, the AWWU Facilities, or any of the Customer's intake, hydrotunnel or other facilities needed for the public water supply, provided that Service Provider (i) in the case of all non-emergency shutdowns, follows the schedules and protocols to be developed pursuant to Subsection c, (ii) in the case of emergency shutdowns, (a) uses best efforts to first address the situation in such way that does not involve a shutdown that would affect the Water Transportation Services; (b) provides as much notice as is practicable prior to any shutdown that will affect the Water Transportation Services; and (c) uses best efforts to minimize the duration of such shutdown. c. Customer and Service Provider shall develop a schedule and protocol for routine planned shutdowns in order to allow for maintenance and inspection activities in their respective facilities to occur in a coordinated manner that minimizes impacts on Service Provider's utility water supply obligations and Customers' obligations under the Fish and Wildlife Program. Such schedule and protocol shall take into account routine hydropower operations to ensure that planned shutdowns only be scheduled at times when there is sufficient water available in Eklutna Lake to allow water releases through the maintenance gate of the diversion dam in the amounts necessary for Customer to meet its obligations under the Fish and Wildlife Program.

16. Site Access License	Service Provider shall provide Customer with a non-exclusive license for the purpose of installation, operation and maintenance of certain equipment, meters and other facilities owned by Customer and reasonable access thereto during the term of the Agreements and a reasonable right to enter upon Service Provider's property for all other purposes contemplated under the Agreements, subject to the reasonable scheduling and security requirements. Customer acknowledges that it may need to seek a site access license from one or more third parties in order to secure access the site.
17. **Road and Bridges**	Service Provider shall be responsible at its own expense for brushing, clearing and maintaining its access road along the AWWU Facilities, both above and below the Isolation Valve Structure. Customer may use such access road as part of its site license granted pursuant to Section 16. At eight (8) locations where such access road crosses the Eklutna River, and which are currently only accessible by ford-style crossings, Customer shall be responsible for installing at its own expense new bridges allowing the access road to cross the Eklutna River. Once installed, Service Provider shall perform, or cause to be performed, all maintenance of the bridges. The cost of such bridge maintenance shall be borne by Service Provider unless such cost is caused, directly or indirectly, by the Customer's negligence or intentional misconduct.
18. **EWTF Power Production**	Service Provider shall continue to be compensated for excess power it produces at the EWTF and delivers to Matanuska Electric Association ("***MEA***") pursuant to terms consistent with the terms of 1984 Agreement, as amended, and the terms of MEA's tariff for purchasing cogenerated power.
19. **Excused Events**	The Parties shall negotiate and include terms related to forced or planned outages or in response to any force majeure event, emergency, or other condition determined by Service Provider in its reasonable discretion to be a threat to any of the AWWU Facilities requiring interruption or reduction of flow to Customer. An Interruption or curtailment in these cases shall be known as an "***Excused Event***" in the Agreements. It is understood that the exercise of an Excused Event will be in accordance with Agreements, Operating Procedures, and in close coordination between Parties and (i) Customer shall not interfere with or otherwise adversely affect Service

	Provider's provision of water service as a public utility, unless any such Excused Event is closely coordinated with Service Provider, and (ii) Service Provider shall not interfere with or otherwise adversely affect Customer's provision of water for instream flows pursuant to the 1991 Agreement, unless any such Excused Event is closely coordinated with Customer or, if close coordination is not possible, coordination as soon as is reasonable under the circumstances.
20. **Force Majeure**	The Agreements shall contain customary definitions of force majeure events. Neither Party shall be liable to the other Party in the event it is prevented from performing its obligations hereunder in whole or in part due to a force majeure event. The Party rendered unable to fulfill any obligation by reason of a Force Majeure event shall take all commercially reasonable actions necessary to remove such inability with due speed and diligence. Nothing herein shall be construed as permitting that Party to continue to fail to perform after said cause has been removed. The obligation to use due speed and diligence shall not be interpreted to require acceleration of labor supply or resolution of labor disputes by acceding to demands of the opposition when such course is inadvisable in the discretion of the Party having such difficulty. Neither Party shall be considered in breach or default of the Agreements if and to the extent that any failure or delay in the Party's performance of one or more of its obligations hereunder is caused by a force majeure event. The occurrence and continuation of a force majeure event shall not suspend or excuse the obligation of a Party to make any payments due hereunder.
21. **Liability**	No party to the Agreements shall be liable for any consequential, incidental, indirect, special, or punitive damages with respect to the construction of the Eklutna River Release Facility. Except for a Party's (i) gross negligence or willful misconduct, (ii) third-party indemnity obligation, or (iii) breach of any representation or warranty, the party's maximum liability under the Agreements shall be equal to amount to be set forth in the definitive Agreements.

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22. **Governmental Approvals**	Service Provider shall be responsible for obtaining and maintaining all permits, waivers, licenses, authorizations, and governmental approvals ("***Approvals***") required for the operations, maintenance, and management of the AWWU Facilities. The Customer shall be responsible for obtaining and maintaining all Approvals required for the construction, operations, and maintenance of the Eklutna River Release Facility, and Customer shall obtain or provide evidence of lawful Certificates of Appropriation from the Alaska Department of Natural Resources for the use and transport of water as contemplated under the Transportation Agreement, including but not limited to an amendment of existing water rights or other approval(s) authorizing a change of use allowing Eklutna Owners' use of a portion of their certificated water right to establish and continue instream flows. Service Provider shall not object or interfere with Customer's application for such amendment of Customer's water rights. The Parties shall use commercially reasonable efforts to cooperate with each other in obtaining and retaining the foregoing Approvals and water rights amendment.
23. **Governing Law**	This Term Sheet and the Agreements shall be interpreted, construed, and enforced in accordance with, and otherwise governed in all respects by, the laws of the State of Alaska.
24. **Confidentiality**	a. The Parties agree that this Term Sheet, the contents therein, and negotiations of the Agreements shall remain confidential subject to the Common Interest Agreement, dated effective September 15, 2017, as amended and confirmed. Upon execution, however, the Agreements shall become non-confidential, subject to Subsections b-c below. b. The Parties agree that any public release of the Agreements and the Term Sheet, each after execution, shall be the sole responsibility of Customer, and until that date upon which the Fish and Wildlife Program is approved without any pending judicial review or appeal, any public statements to be made by AWWU about the Fish and Wildlife Program or the proposals contained therein, including but not limited to about the use of AWWU infrastructure to transport water into the Eklutna River must first be approved by the Eklutna Owners, such approval not to be unreasonably withheld or

	delayed. For the purposes of any public release of such information, the Municipality of Anchorage and not AWWU, shall represent the Municipality of Anchorage in its role as an Eklutna Owner. Notwithstanding the foregoing, Service Provider may respond to any inquiries from the Municipal Assembly, RCA, and other regulatory and judicial authorities in a manner consistent with this Term Sheet and the Agreements. c. Service Provider shall make best efforts to ensure that all of the employees, agents, contractors and consultants of AWWU do not engage in activities as employees or agents of AWWU, including making public statements, that are reasonably likely to have an adverse effect on the public's perception of the Fish and Wildlife Program and the proposals contained therein, including but not limited to about the use of AWWU infrastructure to transport water into the Eklutna River, it being understood by both AWWU and the Eklutna Owners that such negative public statements can undermine the ability of the Eklutna Owners to satisfy their obligations under the 1991 Agreement; provided, however, that Service Provider cannot restrict the rights of such people as private citizens.
25. **Representations and Warranties**	Service Provider and the Customer shall provide customary representations and warranties, including (without limitation): due organization and good standing; due authorization, execution, and delivery; enforceability; solvency; and no conflicts.
26. **Indemnification**	Service Provider and the Customer shall provide customary reciprocal third-party indemnities for (i) any breach by such party of the Agreements, or (ii) its negligence or willful misconduct. Customer shall also indemnify and defend, and hold Service Provider harmless from any damage to AWWU's infrastructure, including but not limited to its infrastructure downstream from the Eklutna River Release Facility (*i.e.*, scouring or erosion of the river bed or banks that damages AWWU's water line and/or facilities). Customer shall further be solely responsible for, and shall indemnify, defend and hold Service Provider harmless from all claims or liability of any kind directly related to fish and wildlife mitigation measures and arising out of normal operation of the AWWU Facilities, the

	Eklutna River Release Facility or any other facilities of the Service Provider, in a manner consistent with the definitive Agreements, prudent industry practices, the most current editions of the AWWU Design and Construction Practices Manual, Municipality of Anchorage Standard Specifications and Anchorage Municipal Code unless such claim or liability arose directly out of negligence, violation of law, or intentional misconduct by the Service Provider.
27. **Insurance**	During the Term, each Party shall maintain, at its own cost and expense, such insurance as shall be determined by the Parties in the Agreements. Notwithstanding the foregoing, Service Provider shall at all times during the Term maintain insurance coverage in compliance with Applicable Law in connection with the provision of Water Transportation Services.
28. **Other Terms**	The definitive Agreements will contain other usual and customary terms for transactions of a similar nature to those addressed thereby.
29. **Counterparts**	The Term Sheet may be executed by a number of counterparts, each of which shall be deemed an original, and all of which, together, shall constitute a single agreement.

[Signature page follows]

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Execution Version

SERVICE PROVIDER/AWWU:

ANCHORAGE WATER AND WASTEWATER UTILITY,
A DEPARTMENT OF THE MUNICIPALITY OF ANCHORAGE

By: Kent Kohlhase
Name: Kent Kohlhase
Title: Municipal Manager
and

By:
Name: Mark Corsentino
Title: General Manager

CUSTOMER/EKLUTNA OWNERS:

CHUGACH ELECTRIC ASSOCIATION

By: Andrew Laughlin
Name: Andrew Laughlin
Title: Chief Operating Officer

MATANUSKA ELECTRIC ASSOCIATION

By: Tony Zellers
Name: Tony R. Zellers
Title: Director, Power Supply

MUNICIPALITY OF ANCHORAGE

By:
Name: Kolby Hicker
Title: Deputy Municipal Manager

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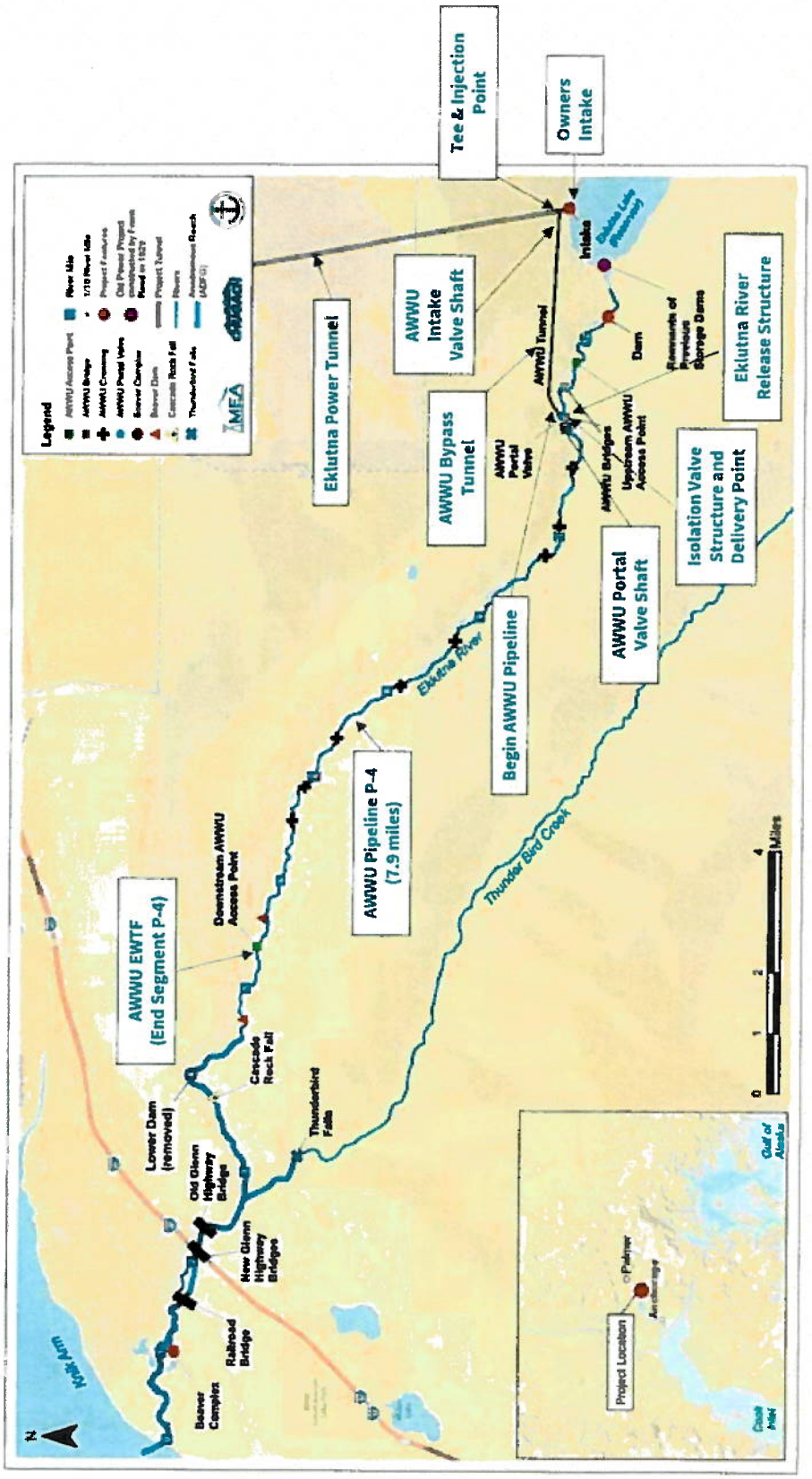
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Execution Version

EXHIBIT A

OVERVIEW OF EKLUTNA OWNERS' INSTREAM FLOW PROJECT

— Overview


Tee & Injection Point
Owners Intake
Eklutna Power Tunnel
AWWU Intake Valve Shaft
AWWU Bypass Tunnel
Eklutna River Release Structure
Isolation Valve Structure and Delivery Point
AWWU Portal Valve Shaft
Begin AWWU Pipeline
AWWU Pipeline P-4 (7.9 miles)
AWWU EWTF (End Segment P-4)
Legend
Eklutna Lake Reservoir
Intake
Dam
AWWU Tunnel
AWWU Portal Valve
AWWU Bridges
Upstream AWWU Access Point
Eklutna River
Thunder Bird Creek
Downstream AWWU Access Point
Cascade Rock Fall
Thunderbird Falls
Lower Dam (removed)
Old Glenn Highway Bridge
New Glenn Highway Bridges
Railroad Bridge
Beaver Complex
Knik Arm
Project Location
Palmer
Anchorage
Gulf of Alaska
Miles

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EXHIBIT B

EKLUTNA RIVER RELEASE FACILITY

CHUGACH
POWERING ALASKA'S FUTURE

MEA
MATANUSKA ELECTRIC ASSOCIATION

MUNICIPALITY OF ANCHORAGE

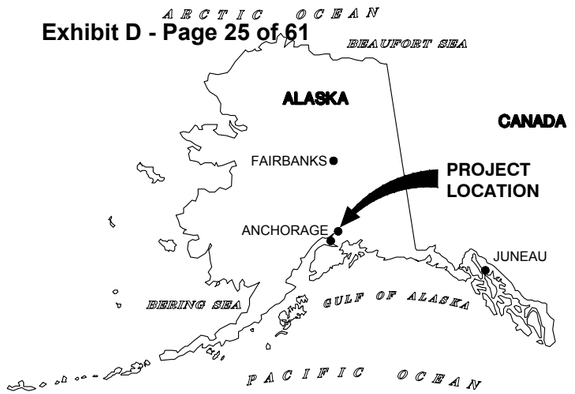
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EKLUTNA FISH & WILDLIFE PROJECT
EKLUTNA RIVER RELEASE FACILITY
ANCHORAGE, ALASKA

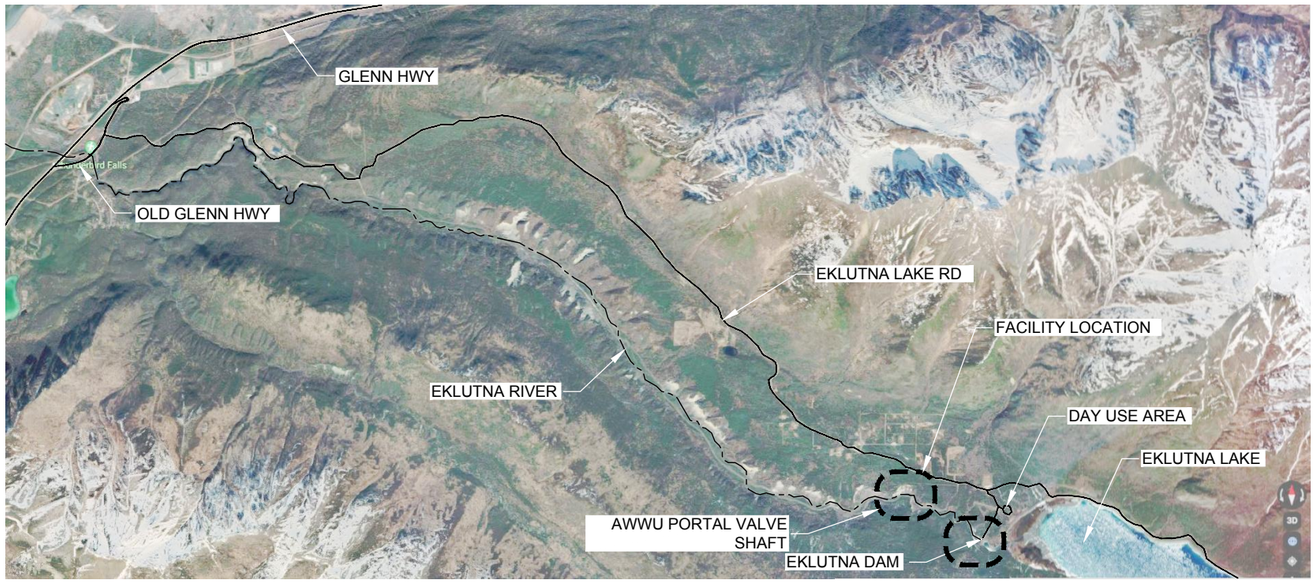
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OCTOBER 2023

EKLUTNA FISH & WILDLIFE PROJECT

EKLUTNA RIVER RELEASE FACILITY
15% DESIGN



LOCATION MAP
NTS



VICINITY MAP
NTS



FACILITY MAP
NTS

PRELIMINARY
NOT FOR CONSTRUCTION

REV	DATE	BY	DESCRIPTION
0	10/6/23	SPE	15% DESIGN

WARNING
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CHUGACH POWERING ALASKA'S FUTURE

MEA MATANUSKA ELECTRIC ASSOCIATION

MUNICIPALITY OF ANCHORAGE

EKLUTNA FISH & WILDLIFE PROJECT
EKLUTNA RIVER RELEASE FACILITY

LOCATION MAP, VICINITY MAP, AND FACILITY MAP

DESIGNED S. ELLENSON
DRAWN F. HABER
CHECKED J. BOAG
PROJECT DATE 10/6/23

DRAWING
G001

JOB NO: 000000

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DRAWING INDEX			
15% SUB*	SHEET NO.	DWG NO.	DESCRIPTION
			GENERAL
			COVER SHEET
X	1	G001	LOCATION MAP, VICINITY MAP, AND FACILITY MAP
X	2	G002	DRAWING INDEX
X	3	G003	STANDARD ABBREVIATIONS
X	4	G004	STANDARD SYMBOLS
X	5	G005	PIPING SCHEDULE
X	6	G006	INSTRUMENTATION AND EQUIPMENT LEGEND
			DEMOLITION
X	7	D001	DEMOLITION KEY PLAN
X	8	D100	PORTAL VALVE SHAFT YARD DEMOLITION PLAN
			CIVIL
X	9	GC001	CIVIL GENERAL NOTES AND STANDARD DETAILS
X	10	C001	PORTAL VALVE SHAFT YARD EXISTING SITE PLAN
X	11	C100	PORTAL VALVE SHAFT YARD GRADING PLAN
			STRUCTURAL
X	12	GS001	STRUCTURAL GENERAL NOTES
X	13	GS002	STRUCTURAL STANDARD DETAILS 1
X	14	GS003	STRUCTURAL STANDARD DETAILS 2
X	15	S001	STRUCTURAL KEY PLAN
X	16	S100	ISOLATION VALVE STRUCTURAL PLAN, SECTIONS, AND DETAILS
X	17	S101	ISOLATION VALVE STRUCTURAL SECTIONS
X	18	S200	RIVER RELEASE STRUCTURE PLAN,SECTIONS AND DETAILS
X	19	S201	RIVER RELEASE STRUCTURE SECTIONS
			MECHANICAL
X	20	GM001	MECHANICAL EQUIPMENT SCHEDULE
X	21	GM002	MECHANICAL STANDARD DETAILS
X	22	M001	MECHANICAL KEY PLAN
X	23	M100	ISOLATION VALVE STRUCTURE MECHANICAL PLAN
X	24	M101	ISOLATION VALVE STRUCTURE MECHANICAL SECTIONS
X	25	M200	RIVER RELEASE STRUCTURE MECHANICAL PLAN, SECTIONS
			ELECTRICAL
X	26	GE001	ELECTRICAL ABBREVIATIONS AND DEVICE INDEXES
X	27	GE002	ELECTRICAL STANDARD SYMBOLS 1
X	28	GE003	ELECTRICAL STANDARD SYMBOLS 2
X	29	E001	ELECTRICAL SITE AND KEY PLAN
	30	E002	COMMUNICATIONS BLOCK DIAGRAM
X	31	E003	TRANSMISSION AND COMMUNICATION UPGRADES PLAN
X	32	E100	ISOLATION VALVE STRUCTURE ELECTRICAL PLAN
X	33	E200	RIVER RELEASE STRUCTURE ELECTRICAL PLAN AND SECTION

PRELIMINARY
NOT FOR CONSTRUCTION

REV	DATE	BY	DESCRIPTION
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WARNING
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MATANUSKA ELECTRIC ASSOCIATION

MUNICIPALITY OF ANCHORAGE

EKLUTNA FISH & WILDLIFE PROJECT
EKLUTNA RIVER RELEASE FACILITY
DRAWING INDEX

DESIGNED S. ELLENSON
DRAWN F. HABER
CHECKED J. BOAG
PROJECT DATE 10/6/23

DRAWING
G002

JOB NO: 000000

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Exhibit D - Page 27 of 61

A/C	AIR CONDITIONING
A/E	ARCHITECT/ENGINEER
A	ARCHITECTURAL (DWG DISCIPLINE), AMP
AB	AGGREGATE BASE
ABC	AGGREGATE BASE COURSE
ABAN	ABANDON
AC	ALTERNATING CURRENT
ACST	ACOUSTIC
AD	ADDENDUM, AREA DRAIN
ADDL	ADDITIONAL
ADH	ADHESIVE
ADJ	ADJUSTABLE, ADJACENT
AF	AMP FRAME, AMP FUSE
AFF	ABOVE FINISH FLOOR
AFG	ABOVE FINISH GRADE
AGGR	AGGREGATE
AIC	AMPS INTERRUPTING CAPACITY
ALIG	ALIGNMENT
ALUM	ALUMINUM
ALT	ALTERNATE, ALTITUDE
AMB	AMBIENT
ANC	ANCHOR
AP	ACCESS PANEL
APRX	APPROXIMATE
APVD	APPROVED
ARCH	ARCHITECTURAL
ASSY	ASSEMBLY
AT	AMP TRIP
ATM	ATMOSPHERE
AUTO	AUTOMATIC
AUX	AUXILIARY
AVE	AVENUE
AVG	AVERAGE
AWG	AMERICAN WIRE GAGE
AWWU	ANCHORAGE WATER AND WASTEWATER UTILITY
B/B	BACK TO BACK
BAL	BALANCE
BBD	BULLETIN BOARD
BC	BASE CABINET, BOTTOM CHORD, BOLT CENTER, BOLT CIRCLE
BD	BOARD
BE	BOTH ENDS, BELL END
BF	BOTH FACES, BOTTOM FACE, BLIND FLANGE, BOARD FEET
BFV	BUTTERFLY VALVE
BITUM	BITUMINOUS
BKG	BACKING
BL	BASE LINE
BLDG	BUILDING
BLK	BLOCK
BLKG	BLOCKING
BM	BENCHMARK, BEAM
BOC	BACK OF CURB
BOD	BOTTOM OF DUCT
BOG	BOTTOM OF GRILLE
BOL	BOTTOM OF LOUVER
BOP	BOTTOM OF PIPE
BOR	BOTTOM OF REGISTER
BOT	BOTTOM
BOU	BOTTOM OF UNIT
BP	BASE PLATE
BRG	BEARING
BRGP	BEARING PLATE
BRKT	BRACKET
BS	BOTH SIDES
BTU	BRITISH THERMAL UNIT
BTW	BETWEEN
BTWLD	BUTT WELD
BV	BALL VALVE
BW	BOTH WAYS
BYP	BYPASS
C TO C	CENTER TO CENTER
C&G	CURB & GUTTER
C	CHANNEL SHAPE, CENTIGRADE, CONDUIT, CIVIL (DRAWING DISCIPLINE)
CAB	CABINET
CAP	CAPACITY
CAT	CATALOG
CAV	CAVITY
CB	CATCH BASIN
CCB	CONCRETE BLOCK
CCW	COUNTER CLOCKWISE
CF	CUBIC FEET (FOOT)
CHFR	CHAMFER
CHD	CHORD
CHH	COMMUNICATION HANDHOLE
CI	CURB INLET
CIP	CAST-IN-PLACE
CIPB	CONCRETE INTERLOCKING PAVER BALLAST
CIRC	CIRCULATION, CIRCULAR
CJ	CONSTRUCTION JOINT, CONTROL JOINT
CKT	CIRCUIT
CL	CENTERLINE, CLASS, CLOSE
CLR	CLEAR
CMH	COMMUNICATION MANHOLE
CMU	CONCRETE MASONRY UNIT
CO	CLEAN OUT, CONCRETE OPENING
COL	COLUMN
COM	COMMON
COMB	COMBINATION
COMM	COMMUNICATION
COMP	COMPOSITION, COMPRESSIBLE, COMPOSITE
CONC	CONCENTRIC, CONCRETE
CONN	CONNECTION
CONST	CONSTRUCTION
CONT	CONTINUOUS, CONTINUED
COORD	COORDINATE
CORR	CORROSIVE, CORRUGATED
CP	CHECKER PLATE, CONTROL POINT
CPLG	COUPLING
CSK	COUNTERSINK
CTR	CENTER
CTRL	CONTROL
CU	COPPER, CUBIC
CW	CLOCKWISE
CY	CUBIC YARD
d	PENNY (NAIL MEASURE)
D	DEEP, DIFFUSER
DB	DUCT BANK, DECIBEL, DRY BULB
DBA	DEFORMED BAR ANCHOR
DBL	DOUBLE
DC	DIRECT CURRENT
DEG	DEGREE
DEG C	DEGREE CENTIGRADE
DEG F	DEGREE FAHRENHEIT
DEMO	DEMOLITION
DEP	DEPRESSED
DEPT	DEPARTMENT
DET	DETAIL
DI	DROP INLET, DUCTILE IRON
DIA	DIAMETER
DIAG	DIAGONAL, DIAGRAM
DIFF	DIFFERENTIAL, DIFFERENCE
DIM	DIMENSION
DISCH	DISCHARGE
DIST	DISTANCE, DISTRIBUTION
DIV	DIVISION
DL	DEAD LOAD
DN	DOWN
DP	DEPTH
DS	DOWN SPOUT
DT	DOUBLE TEE, DRIP TRAP ASSEMBLY
DUP	DUPLICATE
DWG	DRAWING
DWL	DOWEL
E	EAST, ELECTRICAL (DWG DISCIPLINE)
EA	EACH, EXHAUST AIR
EC	ELECTRICAL CONTRACTOR
ECC	ECCENTRIC
EDB	ELECTRICAL DUCT BANK
EE	EACH END
EF	EACH FACE
EG	EXISTING GRADE
EGL	ENERGY GRADE LINE
EFF	EFFLUENT, EFFICIENCY
EHH	ELECTRICAL HANDHOLE
EIFS	EXTERIOR INSULATION & FINISH SYSTEM
EJ	EXPANSION JOINT
EL	ELBOW, ELEVATION
ELEC	ELECTRICAL
EMBD	EMBEDDED
EMER	EMERGENCY
EMH	ELECTRICAL MANHOLE
ENCL	ENCLOSURE
ENGR	ENGINEER
ENTR	ENTRANCE
EOP	EDGE OF PAVEMENT
EOW	EDGE OF WATER
EQ	EQUAL
EQUIP	EQUIPMENT
EQUIV	EQUIVALENT
ES	EACH SIDE, EQUAL SPACE, EMERGENCY SHOWER
ESEW	EMERGENCY SHOWER AND EYE WASH
EST	ESTIMATE
EW	EACH WAY, EMERGENCY EYE/FACE WASH
EWC	ELECTRIC WATER COOLER
EWEF	EACH WAY, EACH FACE
EWTB	EACH WAY, TOP AND BOTTOM
EXC	EXCAVATION
EXH	EXHAUST
EXIST	EXISTING
EXP	EXPANSION, EXPOSED
EXT	EXTERIOR, EXTERNAL, EXTENSION
F TO F	FACE TO FACE
FAB	FABRICATE
FBO	FURNISHED BY OWNER
FC	FLUSHING CONNECTION
FCA	FLANGED COUPLING ADAPTER
FCV	FIXED CONE VALVE
FD	FLOOR DRAIN
FDC	FLEXIBLE DUCT CONNECTION
FDR	FEEDER
FE	FLANGED END
FEC	FIRE EXTINGUISHER CABINET
FEXT	FIRE EXTINGUISHER
FF	FAR FACE, FACTORY FINISH, FLAT FACE
FG	FINISHED GRADE
FIG	FIGURE
FH	FIRE HYDRANT
FIN	FINISH
FL	FLOW, FLOW LINE
FLEX	FLEXIBLE
FLG	FLANGE
FLOR	FLUORESCENT
FLR	FLOOR
FLS	FLASHING, FLUSH
FND	FOUNDATION
FNC	FENCE
FO	FINISHED OPENING
FOB	FLAT ON BOTTOM
FOC	FACE OF CONCRETE, FACE OF CURB, FIBER OPTIC CABLE
FOF	FACE OF FINISH
FOM	FACE OF MASONRY
FOS	FACE OF STUDS
FOT	FLAT ON TOP
FPT	FEMALE PIPE THREAD
FR	FRAME
FRP	FIBERGLASS REINFORCED PLASTIC
FS	FLOOR SINK, FAR SIDE
FT	FEET, FOOT
FTG	FOOTING, FITTING FUR FURRED, FURRING
FURN	FURNITURE, FURNISH
FUT	FUTURE
FV	FACE VELOCITY
FW	FIELD WELD, FIRE WALL
FWD	FORWARD
FWE	FURNISHED WITH EQUIPMENT
FXTR	FIXTURE
G	GRILLE, GROUND, GENERAL (DWG DISCIPLINE)
GA	GAGE (METAL THICKNESS)
GAL	GALLON
GALV	GALVANIZED
GB	GRADE BREAK
GD	GUARD
GEN	GENERAL
GFCI	GROUND FAULT CIRCUIT INTERRUPTER
GL	GLASS
GP	GUY POLE
GR	GRADE
GRND	GROUND
GRTG	GRATING
GT	GREASE TRAP
GWB	GYPSUM WALLBOARD
GYP	GYPSUM HARDBOARD
H	HIGH
HB	HOSE BIB
HBD	HARDBOARD
HC	HANDICAPPED, HOLLOW CORE, HORIZONTAL CURVE
HC	HORIZONTAL CENTERLINE
HDR	HEADER
HDW	HARDWARE
HEX	HEXAGONAL
HH	HANDHOLE
HM	HOLLOW METAL
HORIZ	HORIZONTAL
HP	HIGH POINT, HORSEPOWER
HPC	HORIZONTAL POINT OF CURVATURE
HPS	HIGH PRESSURE SODIUM
HPT	HORIZONTAL POINT OF TANGENCY
HR	HOUR
HS	HEADED STUD, HIGH STRENGTH
HSS	HOLLOW STRUCTURAL SHAPE
HT	HEIGHT
HV	HIGH VOLTAGE
HVAC	HEATING, VENTILATION & AIR CONDITIONING
HWD	HARDWOOD
HWL	HIGH WATER LEVEL
HYD	HYDRAULIC HZ HERTZ, CYCLES PER SECOND
I	INSTRUMENTATION (DWG DISCIPLINE)
ID	INSIDE DIAMETER, INTERIOR DIMENSION
IE	INVERT ELEVATION
IF	INSIDE FACE
IH	INTAKE HOOD
IMP	IMPACT
IN	INCH
INC	INCLUDE, INCANDESCENT
INF	INFLUENT
INSTR	INSTRUMENTATION
INSUL	INSULATION
INT	INTERIOR, INTERSECTION
INTR	INTERMEDIATE, INTERIOR
INV	INVERT
IPS	IRON PIPE SIZE
IPT	INTERNAL PIPE THREAD
IRR	IRRIGATION
ISO	ISOMETRIC
JB	JUNCTION BOX
JCT	JUNCTION
JF	JOINT FILLER
JT	JOINT
K	KIP
KB	KNEE BRACE
KCMIL	THOUSAND CIRCULAR MILS
KD	KNOCK DOWN
KIUC	KAUAI ISLAND UTILITY COOPERATIVE
KO	KNOCK OUT
KSI	KIPS PER SQUARE INCH
L	ANGLE, LENGTH, LAVATORY
LAM	LAMINATE
LATL	LATERAL
LB	LAG BOLT, POUND
LDR	LEADER
LF	LINEAR FOOT
LG	LONG
LH	LEFT HAND
LIN	LINEAR
LIQ	LIQUID
LL	LIVE LOAD
LLH	LONG LEG HORIZONTAL
LLV	LONG LEG VERTICAL
LMLU	LIQUID MARKER LECTURE UNIT
LNG	LONGITUDINAL
LOC	LOCATION
LP	LOW POINT
LPS	LOW PRESSURE SODIUM
LR	LONG RADIUS
LT	LEFT
LTD	LIMITED
LTG	LIGHTING
LTL	LINTEL
LTNG	LIGHTNING
LV	LOW VOLTAGE
LVR	LOUVER
LW	LIGHTWEIGHT
LWC	LIGHTWEIGHT CONCRETE
LWL	LOW WATER LEVEL
M	MECHANICAL (DWG DISCIPLINE)
MA	MIXED AIR
MAINT	MAINTENANCE
MAN	MANUAL
MAOP	MAXIMUM ALLOWABLE OPERATING PRESSURE
MATL	MATERIAL
MAX	MAXIMUM
MB	MACHINE BOLT
MBR	MEMBER
MCJ	MASONRY CONTROL JOINT
MECH	MECHANICAL
MED	MEDIUM
MFR	MANUFACTURER
MH	MANHOLE, METAL HALIDE
MIN	MINIMUM
MIR	MIRROR
MISC	MISCELLANEOUS
MJ	MECHANICAL JOINT
MMB	MEMBRANE
MO	MASONRY OPENING
MOD	MODULAR, MODIFY
MON	MONUMENT
MPT	MALE PIPE THREAD
MSL	MEAN SEA LEVEL
MT	MOUNT
MU	MASONRY UNIT
MULL	MULLION
MV	MEDIUM VOLTAGE
MW	MONITORING WELL
N	NORTH, NEUTRAL
NA	NOT APPLICABLE
NAT	NATURAL
NC	NORMALLY CLOSED
NEG	NEGATIVE
NF	NEAR FACE, NON-FUSED
NG	NATURAL GAS
NIC	NOT IN CONTRACT
NO	NORMALLY OPEN, NUMBER
NOM	NOMINAL
NPS	NOMINAL PIPE SIZE
NPT	NATIONAL PIPE THREAD
NS	NEAR SIDE
NTS	NOT TO SCALE
NWL	NORMAL WATER LEVEL
O TO O	OUT-TO-OUT
OA	OUTSIDE AIR, OVERALL
OC	ON CENTER
OCPD	OVER CURRENT PROTECTION DEVICE
OD	OUTSIDE DIAMETER
OH	OVERHEAD
OPNG	OPENING
OPP	OPPOSITE
OPT	OPTIONAL
ORD	OVERFLOW ROOF DRAIN
ORIG	ORIGINAL
OVFL	OVERFLOW
OVHG	OVERHANG
OZ	OUNCE
P	PAINT, PROCESS (DWG DISCIPLINE)
PAR	PARALLEL, PARAPET
PB	PANIC BAR, PULL BOX
PBD	PARTICLE BOARD
PC	POINT OF CURVE, PIECE, PRECAST
PCC	POINT OF COMPOUND CURVATURE
PCF	POUNDS PER CUBIC FOOT
PCT	PERCENT
PE	PLAIN END
PED	PEDESTAL
PEN	PENETRATION
PERF	PERFORATED
PERM	PERMANENT
PERP	PERPENDICULAR
PF	POWER FACTOR
PH	PHASE
PI	POINT OF INTERSECTION
PKG	PACKAGE
PL	PLATE, PROPERTY LINE
PLBG	PLUMBING
PLF	POUNDS PER LINEAR FOOT
PNEU	PNEUMATIC
POL	POLISH
POS	POSITIVE, POSITION
PP	POLYPROPYLENE, POWER POLE
PRC	POINT OF REVERSE CURVATURE
PREF	PREFINISHED
PREFAB	PREFABRICATED
PRELIM	PRELIMINARY
PREP	PREPARE
PRES	PRESSURE
PROP	PROPERTY
PROT	PROTECTION
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PSIA	POUNDS PER SQUARE INCH ABSOLUTE
PSIG	POUNDS PER SQUARE INCH GAGE
PT	POINT, POINT OF TANGENCY
PTN	PARTITION
PVC	POLYVINYL CHLORIDE
PVMT	PAVEMENT
PWD	PLYWOOD
PZ	PIEZOMETER
Q	RATE OF FLOW
QTR	QUARTER
QTY	QUANTITY
QUAL	QUALITY
R&R	REMOVE AND REPLACE
R&S	REMOVE AND SALVAGE
R	RADIUS, REGISTER, RISER
RA	RETURN AIR
RB	RESILIENT BASE, ROCK BERM
RCPT	RECEPTACLE
RD	ROOF DRAIN
REC	RECESS
RECD	RECEIVED
RECT	RECTANGULAR
RED	REDUCER
REF	REFERENCE
REINF	REINFORCING
REQD	REQUIRED
RESIL	RESILIENT
RET	RETAINING, RETURN
REV	REVISION, REVERSE
RFL	REFLECTED, REFLECTOR
RGS	RIGID GALVANIZED STEEL
RH	RELIEF HOOD, RIGHT HAND, RELATIVE HUMIDITY
RL	REQUIRED LAP
RND	ROUND
RNG	RENEWABLE NATURAL GAS
RO	ROUGH OPENING
ROW	RIGHT-OF-WAY
RPM	REVOLUTIONS PER MINUTE
RR	RAILROAD
RT	RIGHT
S	SOUTH, SINK, STRUCTURAL (DWG DISCIPLINE)
SA	SUPPLY AIR
SAN	SANITARY
SC	SOLID CORE
SCH	SCHEDULE
SCHEM	SCHEMATIC
SCRN	SCREEN
SE	STEEL/ALUMINUM EDGE
SEC	SECONDARY, SECONDS
SECT	SECTION
SEP	SEPARATE
SF	SQUARE FOOT
SH	SHOWER
SHT	SHEET
SHTG	SHEATHING
SIM	SIMILAR
SL	SLOPE
SLTD	SLOTTED
SLV	SLEEVE
SMLS	SEAMLESS
SOG	SLAB ON GRADE
SP	SOUNDPROOF, STANDPIPE
SPC	SPACING
SPEC	SPECIFICATION
SPLY	SUPPLY
SPT	SET POINT
SQ	SQUARE
SR	SHORT RADIUS
SS	SERVICE SINK
SST	STAINLESS STEEL
ST	STREET
STA	STATION
STD	STANDARD
STIF	STIFFENER
STIR	STIRRUP
STL	STEEL
STOR	STORAGE
STR	STRUCTURAL, STRAIGHT
SUB	SUBSTITUTE
SUC	SUCTION
SUSP	SUSPENDED
SY	SQUARE YARD
SYM	SYMBOL
SYMM	SYMMETRICAL
SYN	SYNTHETIC
SYS	SYSTEM
T&B	TOP AND BOTTOM
T&G	TONGUE AND GROOVE
T	TILE, TREAD
TA	TEMPERED AIR
TAN	TANGENT
TBM	TEMPORARY BENCHMARK
TEMP	TEMPORARY, TEMPERATURE
THK	THICK
THRD	THREAD
THRU	THROUGH
TOB	TOP OF BOLT, TOP OF BANK, TOP OF BEAM
TOC	TOP OF CURB, TOP OF CONCRETE
TOD	TOP OF DUCT
TOF	TOP OF FOOTING
TOG	TOP OF GRATING
TOL	TOLERANCE, TOP OF LEDGER
TOM	TOP OF MASONRY
TOP	TOP OF PLATE
TOPO	TOPOGRAPHY
TOS	TOP OF SLAB, TOP OF STEEL
TOW	TOP OF WALL
TP	TELEPHONE POLE, TOE PLATE, TRAP PRIMER
TPG	TOPPING
TRANS	TRANSITION
TRD	TRENCH DRAIN
TYP	TYPICAL
U	URINAL
UG	UNDERGROUND
ULT	ULTIMATE
UNFN	UNFINISHED
UNO	UNLESS NOTED OTHERWISE
UTIL	UTILITY
V	VENT, VELOCITY, VOLT
VA	VOLT AMPERE
VAC	VACUUM
VAR	VARNISH, VARIABLE, VOLT AMPERES REACTIVE
VB	VAPOR BARRIER, VINYL BASE, VALVE BOX
VC	VERTICAL CURVE
VCT	VINYL COMPOSITION TILE, VERTICAL CENTERLINE
VEL	VELOCITY
VENT	VENTILATION
VERT	VERTICAL
VS	VERSES, VAPOR SEAL
VOL	VOLUME
VPC	VERTICAL POINT OF CURVATURE
VPI	VERTICAL POINT OF INTERSECTION
VPT	VERTICAL POINT OF TANGENCY
VTR	VENT THROUGH ROOF
VWC	VINYL WALL COVERING
W/	WITH
W/O	WITHOUT
W	WATT, WEST, WIDE, WINDOW, WIRE, WIDE FLANGE BEAM
WC	WATER CLOSET, WATER COLUMN
WD	WIDTH
WF	WIDE FLANGE, WASH FOUNTAIN
WG	WIRE GLASS, WATER GAGE
WH	WALL HYDRANT, WEEP HOLE
WL	WATER LEVEL
WLD	WELDED
WM	WIRE MESH
WP	WATERPROOF, WORKING POINT
WTHP	WEATHERPROOF
WS	WATERSTOP, WATER SURFACE
WSEL	WATER SURFACE ELEVATION
WT	WEIGHT, WATER TIGHT
WWF	WELDED WIRE FABRIC
XS	EXTRA STRONG
XXS	DOUBLE EXTRA STRONG
XSECT	CROSS SECTION
YH	YARD HYDRANT
YS	YIELD STRENGTH

GENERAL NOTES:

1. THESE ABBREVIATIONS APPLY TO THE ENTIRE SET OF CONTRACT DRAWINGS.
2. LISTING OF ABBREVIATIONS DOES NOT IMPLY ALL ABBREVIATIONS ARE USED IN THE CONTRACT DRAWINGS.
3. ABBREVIATIONS SHOWN ON THIS SHEET INCLUDE VARIATIONS OF THE WORD. FOR EXAMPLE, "MOD" MAY MEAN MODIFY OR MODIFICATION; "INC" MAY MEAN INCLUDED OR INCLUDING; "REINF" MAY MEAN EITHER REINFORCE OR REINFORCING.
4. SCREENING OR SHADING OF WORK IS USED TO INDICATE EXISTING COMPONENTS OR TO DE-EMPHASIZE PROPOSED IMPROVEMENTS TO HIGHLIGHT SELECTED TRADE WORK. REFER TO CONTEXT OF EACH SHEET FOR USAGE.

PRELIMINARY
NOT FOR CONSTRUCTION

REV	DATE	BY	DESCRIPTION
0	10/6/23	SPE	15% DESIGN

WARNING

0 1/2 1

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

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CHUGACH
POWERING ALASKA'S FUTURE

MEA
MATANUSKA ELECTRIC ASSOCIATION

MUNICIPALITY OF ANCHORAGE

EKLUTNA FISH & WILDLIFE PROJECT

EKLUTNA RIVER RELEASE FACILITY

STANDARD ABBREVIATIONS

DESIGNED S. ELLENSON
DRAWN F. HABER
CHECKED J. BOAG
PROJECT DATE 10/6/23

DRAWING
G003

JOB NO: 000000

Path: C:\Vault\Chugach Electric\Portal Release Structure\G003.dwg Plot date: Sep 29, 2023 01:06pm, CAD User: HaberFlavia

SHEET SYMBOLS

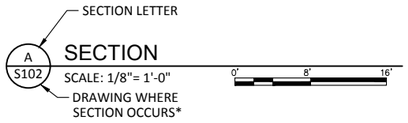
PLAN
SCALE: 1/2"= 1'-0" 0' 2' 4'

SECTION IDENTIFICATION

(1) SECTION CUT ON DRAWING C102:

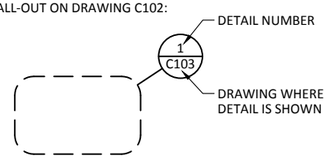


(2) ON DRAWING C103 THIS SECTION IS IDENTIFIED AS:

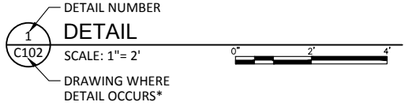


DETAIL IDENTIFICATION

(1) DETAIL CALL-OUT ON DRAWING C102:



(2) ON DRAWING C103 THIS SECTION IS IDENTIFIED AS:



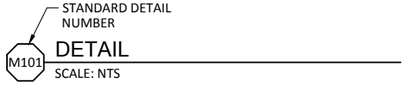
*NOTE: IF PLAN AND SECTION (OR DETAIL CALL-OUT AND DETAIL) ARE SHOWN ON SAME DRAWING. DRAWING NUMBER IS REPLACED BY A LINE.

STANDARD DETAIL IDENTIFICATION

(1) DETAIL CALL-OUT ON PLAN OR SECTION:



(2) ON DETAIL DRAWINGS, IDENTIFIED AS:



ELEVATION/IMAGE IDENTIFICATION



SITE PLAN LINE TYPES

- FENCE LINE
- OVERHEAD POWER
- MAJOR CONTOUR
- MINOR CONTOUR
- EXIST MAJOR CONTOUR
- EXIST MINOR CONTOUR
- EDGE OF WATERLINE
- TOE OF SLOPE
- TOP OF BANK
- SANITARY SEWER
- STORM DRAIN
- EDGE OF PAVEMENT
- EDGE OF GRAVEL
- WATTLE
- SILT FENCE
- CONSTRUCTION FENCE
- GAS LINE
- TURBIDITY CURTAIN
- IRRIGATION LINE
- WATER LINE
- TELEPHONE LINE
- COMMUNICATION LINE
- OVERHEAD ELECTRICAL/POWER
- UNDERGROUND ELECTRICAL
- PROPERTY LINE
- EXISTING OVERHEAD POWER LINE
- EXISTING OVERHEAD POWER & TELEPHONE LINE
- EXISTING OVERHEAD TELEPHONE LINE
- EXISTING BURIED TELEPHONE LINE EVIDENCED BY PEDESTALS & WARNING PADDLES
- EXISTING FENCE LINE
- PROJECT BOUNDARY
- TREE PROTECTION FENCE
- LIMITS OF DISTURBANCE
- SHORING

SITE PLAN SYMBOLS

- ARROW INDICATES DIRECTION OF PLAN NORTH
- CONIFER TREE: FIR, SPRUCE, LARCH OR PINE, 8" DIAMETER OR LARGER.
- DECIDUOUS TREE: COTTONWOOD, HAWTHORN, ASPEN, 8" DIAMETER OR LARGER.
- MH — MANHOLE
- EB — ELECTRIC BOX
- STORM DRAIN MANHOLE
- FH — FIRE HYDRANT
- YH-X — YARD HYDRANT
- SURVEY CONTROL POINT, AS NOTED.
- POLE ANCHOR
- POWER POLE
- LIGHT POLE
- SIGN
- SURVEY HUB
- SECTION CORNER
- BENCH MARK
- EXISTING HEADWALL
- EXISTING MONITORING STATION
- EXISTING FENCE
- STATE PLANE COORDINATE MARKER
- EXISTING TREE LINE
- EXISTING BUILDING, STRUCTURES
- EXISTING SECTION CORNER MONUMENT FOUND AS DESCRIBED
- EXISTING 5/8" REBAR CONTROL POINT MONUMENT, BORING LOCATION
- W — EXISTING HOSE BIB
- EXISTING PORTABLE IRRIGATION WATER PUMP
- WELL — EXISTING 6" WATER WELL
- EXISTING ELECTRICAL OUTLET
- P — EXISTING POWER POLE
- T — EXISTING TELEPHONE PEDESTAL
- CONTROL POINT
- PUMP
- PUMP
- TP — TEST PIT LOCATION

MISCELLANEOUS SYMBOLS

- CHANGE OF PIPE MTL
- OR — END OF PIPE
- ℄ — CENTERLINE
- Ø — DIAMETER
- ∠ — ANGLE
- PL — PLATE
- ± — PLUS/MINUS

GENERAL NOTES:

1. ALL SYMBOLS ARE NOT NECESSARILY USED. THIS IS A STANDARD DRAWING SHOWING COMMON SYMBOLS ON THIS PROJECT.
2. SCREENING OR SHADING OF WORK IS USED TO INDICATE EXISTING COMPONENTS OR TO DE-EMPHASIZE PROPOSED IMPROVEMENTS TO HIGHLIGHT SELECTED TRADE WORK. REFER TO CONTEXT OF EACH DRAWING FOR USAGE.

HATCH SYMBOLS

- ROCK, TYPE AS NOTED (PLAN/SECTION)
- BED ROCK
- EXISTING GRADE (SECTION)
- NEW SOIL (SECTION)
- CONCRETE EXISTING (SECTION/PLAN)
- CONCRETE 1ST STAGE (SECTION/PLAN)
- CONCRETE 2ND STAGE (SECTION/PLAN)
- SAND, GROUT (PLAN/SECTION)
- STEEL (SECTION)
- GRATING (PLAN)
- MASONRY (PLAN)
- WOOD, SIZE/TYPE AS NOTED (PLAN)
- WOOD, SIZE/TYPE AS NOTED (SECTION)
- RIP RAP (PLAN/SECTION)
- RIGID INSULATION (SECTION)
- ASPHALT CONCRETE PAVEMENT SURFACE (PLAN/SECTION)
- GRASS/VEGETATION (PLAN)
- BATT INSULATION (SECTION)
- NEW CONSTRUCTION
- EXISTING
- EXISTING TO BE REMOVED OR DEMOLISHED
- CLEARING AND GRUBBING
- ASPHALT
- GRASS/VEGETATION
- GRAVEL

PRELIMINARY
NOT FOR CONSTRUCTION

REV	DATE	BY	DESCRIPTION
0	10/6/23	SPE	15% DESIGN

WARNING
0 1/2 1
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DESIGNED S. ELLENSON
DRAWN F. HABER
CHECKED J. BOAG
PROJECT DATE 10/6/23

DRAWING
G004

JOB NO: 000000

Path: C:\Vault\Chugach Electric\Portal Release Structure\G004.dwg Plot date: Sep 26, 2023 03:57pm, CAD User: HaberFlavia

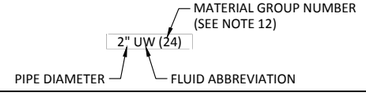
Exhibit D - Page 29 of 61

FLUID ABBREVIATION	FUNCTION THIS LIST MAY INCLUDE FLUIDS NOT USED IN THIS PROJECT	ALLOWABLE PIPING MATERIAL GROUP NO. (SEE NOTE 1 AND 4)				FIELD TEST REQUIREMENTS (SEE NOTE 3 AND NOTE 4)		
		EXPOSED PIPING (SEE NOTE 14)		BURIED PIPING (SEE NOTE 13)		MINIMUM TEST PRESSURE PSI	TEST MEDIUM	LEAKAGE ALLOWANCE (SEE NOTE 2)
		3" DIA AND SMALLER	4" DIA AND LARGER	3" DIA AND SMALLER	4" DIA AND LARGER			
COMMONLY USED FUNCTIONS								
DR	DRAIN	2	2	2	2	NOTE 6	WATER	(D)
RW	RAW WATER	2,8	2,8	8	8	150	WATER	(A)

PIPING MATERIAL SCHEDULE (SEE NOTE 1)

GROUP NO.	PIPE MATERIAL	FITTINGS / JOINTS	LININGS AND COATINGS (SEE NOTE 13)
2	STEEL, ASTM A53, SCHEDULE 40, BLACK WELDED, GALVANIZED	2 1/2" AND SMALLER, MALLEABLE IRON, ASME B16.3, THREADED, BANDED, GALVANIZED 150 PSI. 3" AND LARGER, CAST IRON, ASME B16.1, 125 PSI FLANGED OR MECHANICAL COUPLING.	SEE SECTION 40 23 15
8	WELDED STEEL PIPE (AWWA C200 & MODIFIED PER SECTION 331111) (ALL PIPE CALLOUT DIAMETERS ARE 'ID' OF MORTAR LINING)	WELDED STEEL, AWWA C208 MODIFIED PER SECTION 331111, FABRICATED.	SEE SECTION 33 11 11

TYPICAL PIPE DESIGNATION:



NOTES:

NOTE 1
ALTHOUGH SEVERAL PIPE MATERIAL GROUPS MAY BE LISTED ON THIS SHEET FOR A GIVEN FLUID SERVICE, CONTRACTOR SHALL PROVIDE ONLY THE PIPE MATERIAL GROUP SHOWN ON THE DRAWINGS AND SPECIFIED FOR THAT FLUID SERVICE.

NOTE 2
LEAKAGE ALLOWANCE IS AS FOLLOWS
A. PIPES SO DESIGNATED SHALL SHOW ZERO LEAKAGE.
B. PIPES SO DESIGNATED SHALL SHOW ZERO LEAKAGE FOR UNBURIED PIPE AND NOT MORE THAN 0.02 GALLON PER HOUR PER INCH DIAMETER PER 100 FEET OF BURIED PIPE.
C. PIPES SO DESIGNATED SHALL NOT SHOW A LEAKAGE OF MORE THAN 0.15 GALLON PER HOUR PER INCH OF DIAMETER PER 100 FEET OF PIPE.
D. PIPES SO DESIGNATED SHALL NOT SHOW A LOSS OF PRESSURE OF MORE THAN 5 PERCENT.
E. PIPE SO DESIGNATED SHALL NOT SHOW A LOSS OF VACUUM OF MORE THAN 4 INCHES MERCURY COLUMN.

NOTE 3
FOR FIELD TEST PROCEDURES AND ADDITIONAL TEST REQUIREMENTS, SEE PIPING SECTION OF SPECIFICATIONS.

NOTE 4
NO SUBSTITUTIONS U.N.O. IN THE SPECIFICATIONS.

NOTE 5
NOT USED

NOTE 6
STATIC WATER TEST WITH SURFACE 5 FEET ABOVE HIGH POINT OF PIPE.

NOTE 7
INSPECTION AND TESTING SHALL BE IN ACCORDANCE WITH APPLICABLE PLUMBING CODE.

NOTE 8
NOT USED

NOTE 9
NOT USED

NOTE 10
NOT USED

NOTE 11
NOT USED

NOTE 12
CHANGE IN PIPING MATERIAL GROUP NUMBER IS INDICATED THUS: ——◆

NOTE 13
FOR FULL PIPE LINING AND COATING REQUIREMENTS, SEE SPECIFICATIONS.

NOTE 14
EXPOSED OUTDOOR PIPING SHALL BE PAINTED IN ACCORDANCE WITH SPECIFICATIONS. COLORS TO BE SELECTED BY OWNER.

NOTE 15
NOT USED

NOTE 16
NOT USED

NOTE 17
NOT USED

PRELIMINARY
NOT FOR CONSTRUCTION

REV	DATE	BY	DESCRIPTION
0	10/6/23	SPE	15% DESIGN

WARNING
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

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MUNICIPALITY OF ANCHORAGE

EKLUTNA FISH & WILDLIFE PROJECT
EKLUTNA RIVER RELEASE FACILITY
PIPING SCHEDULE

DESIGNED S. ELLENSON
DRAWN F. HABER
CHECKED J. BOAG
PROJECT DATE 10/6/23

DRAWING
G005

JOB NO: 0000000

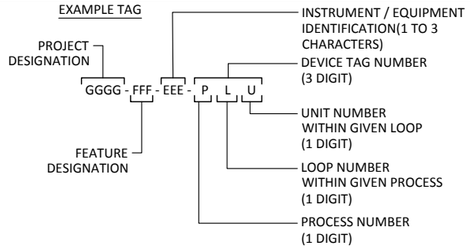
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INSTRUMENTATION / EQUIPMENT TAGS

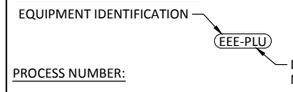
EXAMPLE INSTRUMENT CALLOUT



EXAMPLE TAG



EXAMPLE EQUIPMENT CALLOUT



PROCESS NUMBER:

0 MPH COMMON
1 TURBINE/GENERATOR
2 PUMPS/MOTORS
3 TIV
4 HVAC
5 LUBE/WATER COOLING
6 HPU
7 PLUMBING
8 VFD
9 CONTROLS INSTRUMENTATION

NOTE:

PROJECT AND FEATURE DESIGNATION FOR ALL COMPONENTS ON THIS FEATURE SET SHALL BE "EFWP-DOM" FOR "EKLUTNA FISH & WILDLIFE PROJECT - EKLUTNA RIVER RELEASE FACILITY". THIS HAS BEEN OMITTED ON THE DRAWINGS FOR BREVITY.

GENERAL INSTRUMENT OR FUNCTIONAL SYMBOLS

	FIELD MOUNTED	PRIMARY OR PANEL MOUNTED - ACCESSIBLE (1)	PRIMARY OR PANEL MOUNTED - INACCESSIBLE (2)	SECONDARY OR MCC MOUNTED - ACCESSIBLE (1)	SECONDARY OR MCC MOUNTED - INACCESSIBLE (2)
INSTRUMENT	EEE / PLU	EEE / PLU	EEE / PLU	EEE / PLU	EEE / PLU
SHARED DISPLAY SHARED CONTROL OR HMI	EEE / PLU	EEE / PLU	EEE / PLU	EEE / PLU	EEE / PLU
INDICATING LIGHTS	EEE / PLU	EEE / PLU	N/A	EEE / PLU	N/A

(1) NORMALLY ACCESSIBLE TO OPERATOR
(2) NORMALLY INACCESSIBLE TO OPERATOR (BEHIND-THE-PANEL)

SPECIAL CASE INSTRUMENT OR FUNCTIONAL SYMBOLS

- SINGLE INSTRUMENT OR OTHER COMPONENT HAVING MULTIPLE FUNCTIONS
- RELAY INTERLOCK LOGIC - SEE SCHEMATICS OR SPECIFICATIONS FOR MORE INFORMATION
- LSH / PLU — LEVEL (FLOAT)
- LE / PLU — LEVEL (ULTRASONIC)
- 24 VDC — POWER SUPPLY (SIZE AS NOTED)
- AS — AIR SUPPLY
- PRIMARY ELECTRICAL POWER (120V / 60 HZ UNLESS INDICATED OTHERWISE)
- INDICATES VENDOR PACKAGE
- CR — CONTROL RELAY
- LIGHTNING SURGE ARRESTOR
- M — MOTOR

SIGNAL SYSTEM INTERFACES

- AA / PLU — ANALOG INPUT
- AA / PLU — ANALOG OUTPUT
- AA / PLU — DISCRETE INPUT (X)
- AA / PLU — DISCRETE OUTPUT (X)
- AA / PLU / YY — DIGITAL DATA SIGNAL

AA = I/O DESIGNATION (MV = MULTIVARIABLE)

YY = DIGITAL PROTOCOL

X: H-MAINTAINED/LATCHING
M = MOMENTARY/FOLLOWER

ANALOG I/O DESIGNATORS

CR	CHLORINE RESIDUAL
DP	DIFFERENTIAL PRESSURE
FL	FLOW
LE	LOWER EXPLOSIVE LIMIT
LV	LEVEL
MO	MANIPULATED OUTPUT
PH	ACIDITY
PO	POSITION
PR	PRESSURE
PV	PROCESS VARIABLE
SP	SPEED
TE	TEMPERATURE
TU	TURBIDITY

DIGITAL PROTOCOL DESIGNATORS

DN	DEVICENET
IP	ETHERNET /IP
MB	MODBUS RTU
PB	PROFIBUS
PL	PARALLEL
SL	SERIAL
TC	MODBUS TCP

DISCRETE I/O DESIGNATORS

AM	AUTO-MANUAL
AU	AUTO
CL	CLOSED
EN	ENABLE
EL	POWER AVAILABLE
FA	FIRE ALARM
FW	FORWARD / REVERSE
HH	HI-HI LEVEL
HI	HI LEVEL
LL	LOW-LOW LEVEL
LO	LOW LEVEL
MN	MANUAL
OO	ON-OFF
OP	OPEN
RB	RUN BOOSTER
RC	RUN CLOSED
RE	REMOTE
RF	RUN FORWARD
RG	RUNNING
RN	RUN-STOP
RO	RUN-OPEN
RR	RUN-REVERSE
RV	REVERSE
YA	FAULT
SU	SUPERVISORY
SW	SELECTION
TR	TROUBLE

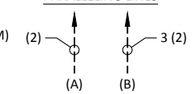
INSTRUMENTATION IDENTIFICATION TABLE (ISA)

FIRST LETTER			SUCCEEDING LETTER(S)		
LETTER	MEASURED INITIATING VARIABLE	VARIABLE MODIFIER	READOUT OR PASSIVE FUNCTION	OUTPUT OR ACTIVE FUNCTION	FUNCTION MODIFIER
A	ANALYSIS (+)		ALARM		
B	BURNER, COMBUSTION				
C	CONDUCTIVITY			CONTROL	CLOSED
D	DENSITY (S.G.)	DIFFERENTIAL			
E	VOLTAGE		SENSOR (PRIMARY ELEMENT)		
F	FLOW RATE	RATIO (FRACTION)			
G	GAUGE		GLASS, GAUGE, VIEWING DEVICE	GATE	
H	HAND (MANUAL)				HIGH
I	CURRENT (ELECTRICAL)		INDICATE		
J	POWER	SCAN			
K	TIME, TIME SCHEDULE	TIME RATE OF CHANGE		CONTROL STATION	
L	LEVEL		LIGHT (PILOT)		LOW
M	MOTION	MOMENTARY			MIDDLE, INTERMEDIATE
N	TORQUE		ISOLATE	ISOLATOR	
O	USER CHOICE		ORIFICE, RESTRICTION		OPEN
P	PRESSURE (VACUUM), PNEUMATIC		POINT (TEST) CONNECTION		
Q	QUANTITY	INTEGRATE, TOTALIZE			
R	RADIATION/ RESISTANCE (ELECTRICAL)		RECORD OR PRINT		
S	SPEED, FREQUENCY	SAFETY		SWITCH	
T	TEMPERATURE			TRANSMIT	
U	MULTI VARIABLE		MULTIFUNCTION	MULTIFUNCTION	MULTIFUNCTION
V	VIBRATION, MECHANICAL ANALYSIS			VALVE, DAMPER, LOUVER	
W	WEIGHT, FORCE		WELL		
X	INTRUSION	X-AXIS			
Y	EVENT, STATE OR PRESENCE	Y-AXIS		RELAY, COMPUTE, CONVERT	
Z	POSITION, DIMENSION	Z-AXIS		DRIVER, ACTUATOR, FINAL CONTROL ELEMENT	

INSTRUMENTATION LINE SYMBOLOGY

- PRIMARY PROCESS (CLOSED CONDUIT, DASHED LINE INDICATES ALTERNATE FLOW STREAM)
- PRIMARY PROCESS (OPEN CHANNEL)
- ANALOG SIGNAL, (4 TO 20 mAdc, ECT)
- DISCRETE SIGNAL, (ON/OFF, ECT)
- PNEUMATIC SIGNAL
- FILLED SYSTEM SIGNAL
- HYDRAULIC SYSTEM SIGNAL
- DIGITAL DATA LINK
- PACKAGE SYSTEM EQUIPMENT
- STRUCTURE/FACILITY BOUNDARY
- CABLE FURNISHED WITH EQUIPMENT
- M — MECHANICAL POWER/LINKAGE
- E — ELECTRICAL POWER

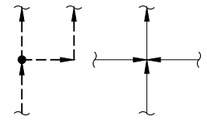
PARALLELING LINES



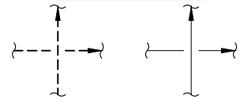
(A) TOTAL OF 2 SIGNALS

(B) 3 TYPICAL SETS OF 2 SIGNALS EACH. TOTAL OF 6 SIGNALS.

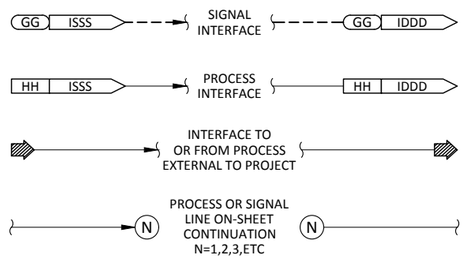
CONNECTING LINES



NON-CONNECTING LINES



SYSTEM CONTINUATION INTERFACES



GG SIGNAL INTERFACE NO.
HH PROCESS INTERFACE NO.
DDD DESTINATION DRAWING NO.
SSS SOURCE DRAWING NO.

P&ID ABBREVIATIONS

AC	ALTERNATING CURRENT
AM	AUTO-MANUAL
COD	CHEMICAL OXYGEN DEMAND
DEV	DEVIATION
DC	DIRECT CURRENT
DCS	DISTRIBUTED CONTROL SYSTEM
ECS	ENVIRONMENTAL CONTROL SYSTEM (HVAC)
EPO	EMERGENCY POWER OFF
FOC	FIBER OPTIC CABLE
FOS	FAST-OFF-SLOW
FOSA	FAST-OFF-SLOW-AUTO
FOSR	FAST-OFF-SLOW-REMOTE
HI	HIGH
HML	HIGH-MID-LOW
HOA	HAND-OFF-AUTO
HOR	HAND-OFF-REMOTE
ISR	INTRINSICALLY SAFE RELAY
LEL	LOWER EXPLOSIVE LIMIT
LO	LOW
LOR	LOCAL-OFF-REMOTE
LOS	LOCKOUT STOP
LR	LOCAL-REMOTE
MC	MODULATE-CLOSE
MOA	MANUAL-OFF-AUTO
MSC	MANUFACTURER SUPPLIED CABLE
NC	NORMALLY CLOSED
NO	NORMALLY OPEN
OC	OPEN-CLOSE(D)
OCA	OPEN-CLOSE-AUTO
OCR	OPEN-CLOSE-REMOTE
OI	OPERATOR INTERFACE
OO	ON-OFF
OOA	ON-OFF-AUTO
OOR	ON-OFF-REMOTE
ORP	OXIDATION REDUCTION POTENTIAL
OSC	OPEN-STOP-CLOSE
PC	PERSONAL COMPUTER
PCS	PLANT CONTROL SYSTEM
pH	HYDROGEN ION CONCENTRATION
PID	PROPORTIONAL INTEGRAL DERIVATIVE CONTROL
POT	POTENTIOMETER
RC	RUN CLOSE
RO	RUN OPEN
RL	RAISE-LOWER
RM	REMOTE MULTIPLEXING MODULE
RSL	RAISE-STOP-LOWER
RVSS	REDUCED VOLTAGE SOLID-STATE STARTER
SCADA	SUPERVISORY CONTROL AND DATA ACQUISITION
SEL	SELECT
SET	SET POINT
SF	SLOWER-FASTER
SHC	SODIUM HYPOCHLORITE
SR	START-RESET
SS	START-STOP
SSC	SUPERVISORY SET POINT CONTROL
ST	START
SW	SEAL WATER
TC	THERMOCOUPLE
TCR	TOTAL CHLORINE RESIDUAL
TEMP	TEMPERATURE
TSP	TWISTED SHIELD PAIR
TURB	TURBIDITY
VHC	VOLATILE HYDROCARBONS
VIB	VIBRATION
VSP	VENDOR SUPPLIED PANEL
VTO	VENT TO OUTSIDE
WSEL	WATER SURFACE ELEVATION

EQUIPMENT IDENTIFICATION TABLE

AC	AIR COMPRESSOR	GEN	GENERATOR	PV	PHOTOVOLTAIC
ACC	ACCUMULATOR	GSU	GENERATOR STEP-UP TRANSFORMER	RCT	RECTIFIER
ACT	ACTUATOR	GTC	GENERATOR POWER TERMINAL CABINET	RIO	REMOTE I/O UNIT
AF	AIR FILTER	HB	HOSE BIB	RTD	RESISTANCE TEMPERATURE DETECTOR
AFD	ADJUSTABLE FREQUENCY DRIVE	HMI	HUMAN-MACHINE INTERFACE	RTU	REMOTE TELEMETRY UNIT
AH	AIR HANDLING UNIT	HOI	HOIST/CRANE	SEC	SECURITY CONTROL PANEL
ARC	ARC PLENUM AND EXHAUST DUCT	HPU	HYDRAULIC POWER UNIT	SEP	SEPTIC SYSTEM
ATS	AUTOMATIC TRANSFER SWITCH	HTR	HEATER	SHG	SODIUM HYPOCHLORITE GENERATOR
BAT	BATTERY	INV	INVERTER	SNK	SINK
BC	BATTERY CHARGER	LCP	LOCAL CONTROL PANEL	SPU	SPEED PICKUP SENSOR
BRG	BEARING	LCS	LOCAL CONTROL STATION	STR	STRAINER
BRK	BREAKER	LPU	LUBRICATING OIL PUMP CONTROL UNIT	SVR	SERVER
CAM	CAMERA	MB	METER BASE	SWG	SWITCHGEAR
CSE	COMBINATION SERVICE ENCLOSURE	MC	MECHANICAL COUPLING	TIV	TURBINE INLET VALVE
CV	CHECK VALVE	MCC	MOTOR CONTROL CENTER	TNK	TANK
D	DAMPER	MCP	MAIN CONTROL PANEL	TOI	WATER CLOSET
DCU	DISTRIBUTED CONTROL UNIT	MES	MANAGED ETHERNET SWITCH	TRS	TRAVELING SCREEN
DS	DISCONNECT	MOV	MOTOR OPERATED VALVE	TUR	TURBINE
EAP	ENGINEERING ACCESS POINT	MS	MOTOR STARTER	UPS	UNINTERRUPTABLE POWER SUPPLY
ECP	ENVIRONMENTAL CONTROL PANEL (HVAC)	MTR	MOTOR	UVR	UV REACTOR
EEW	EMERGENCY EYEWASH STATION	MTS	MANUAL TRANSFER SWITCH	V	VALVE
EF	EXHAUST FAN	NET	NETWORK / COMMUNICATIONS RACK	VCP	VENDOR CONTROL PANEL
EXC	EXCITER	OWS	OIL WATER SEPARATOR	VFD	VARIABLE FREQUENCY DRIVE
FAS	FIRE ALARM SYSTEM	P	PUMP	VL	VENTILATION LOUVER
FD	FLOOR DRAIN	PB	PANELBOARD / LOAD CENTER	VSP	VENDOR SUPPLIED PANEL
FIL	FILTER	PCP	PLANT CONTROL PANEL	WS	WATER SOFTENER
FOR	FIBER OPTIC REPEATER	PCU	POWER CONTROL UNIT	XFR	TRANSFORMER
FOT	FIBER OPTIC TRANSCEIVER	PFL	PRE-FILTER	XVR	TRANSCEIVER
FPP	FIBER PATCH PANEL / CONNECTOR HOUSING	PLC	PROGRAMMABLE LOGIC CONTROLLER	YLT	EVENT PILOT LIGHT
G	GATE	PRV	PRESSURE REDUCING VALVE	ZZK	SECURITY GATE INTERFACE
GBK	GENERATOR BRAKE	PS	POWER SUPPLY / ISOLATOR / CONVERTER		

NOTES:

1. FOR MECHANICAL ELEMENT SYMBOLS, SEE MECHANICAL LEGEND.
2. FOR ELECTRICAL ELEMENT SYMBOLS, SEE ELECTRICAL LEGEND.

PRELIMINARY
NOT FOR CONSTRUCTION

REV	DATE	BY	DESCRIPTION
0	10/6/23	SPE	15% DESIGN

WARNING

0 1/2 1

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

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MEA MATANUSKA ELECTRIC ASSOCIATION

MUNICIPALITY OF ANCHORAGE

EKLUTNA FISH & WILDLIFE PROJECT

EKLUTNA RIVER RELEASE FACILITY

INSTRUMENTATION AND EQUIPMENT LEGEND

DESIGNED S. ELLENSON
DRAWN F. HABER
CHECKED J. BOAG
PROJECT DATE 10/6/23

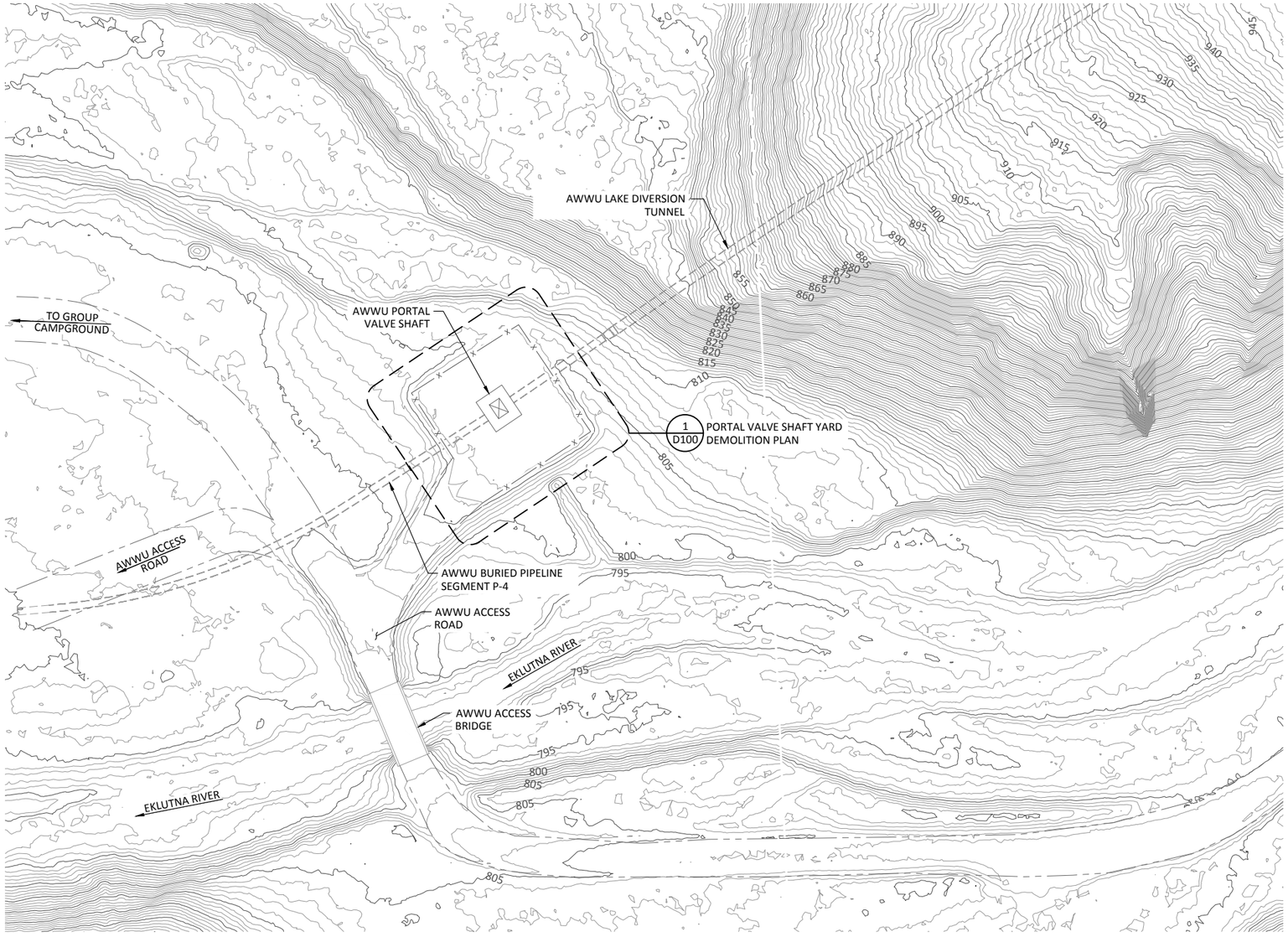
DRAWING
G006

JOB NO: 000000

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SHEET NOTES:

1. ELEVATIONS SHOWN ARE IN NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).



DEMOLITION KEY PLAN

SCALE: 1"= 40'

0" 40' 80'

N

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EKLUTNA RIVER RELEASE FACILITY

DEMOLITION KEY PLAN

DESIGNED S. ELLENSON
DRAWN F. HABER
CHECKED J. BOAG
PROJECT DATE 10/6/23

DRAWING
D001

JOB NO: 000000

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SHEET NOTES:

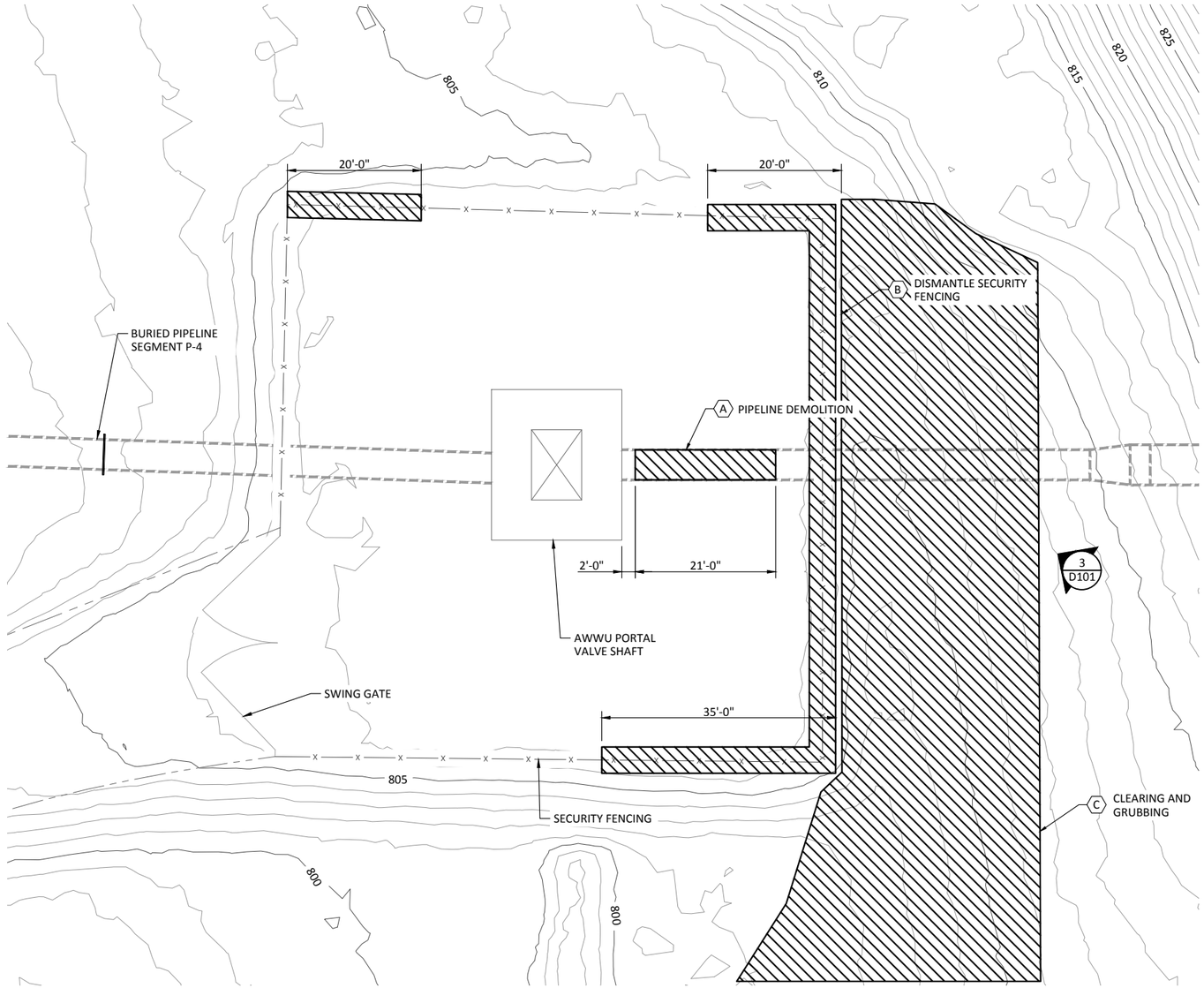
1. ELEVATIONS SHOWN ARE IN NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).

SHEET KEY NOTES:

A. EXCAVATE AND EXPOSE BURIED STEEL PIPELINE UPSTREAM OF PORTAL VALVE SHAFT. DEMOLISH AND DISPOSE OF 21-FT SEGMENT OF PIPELINE.

B. DISMANTLE SECURITY FENCING TO EXTENTS SHOWN. PRESERVE AND PROTECT FOR RE-INSTALLATION FOLLOWING PROJECT CONSTRUCTION.

C. CLEAR AND GRUB LAND NORTHEAST OF PORTAL VALVE SHAFT TO EXTENTS SHOWN .



PORTAL VALVE SHAFT YARD DEMOLITION PLAN

SCALE: 1"= 10'

0" 10' 20'

PRELIMINARY
NOT FOR CONSTRUCTION

REV	DATE	BY	DESCRIPTION
0	10/6/23	SPE	15% DESIGN

WARNING

0 1/2 1

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

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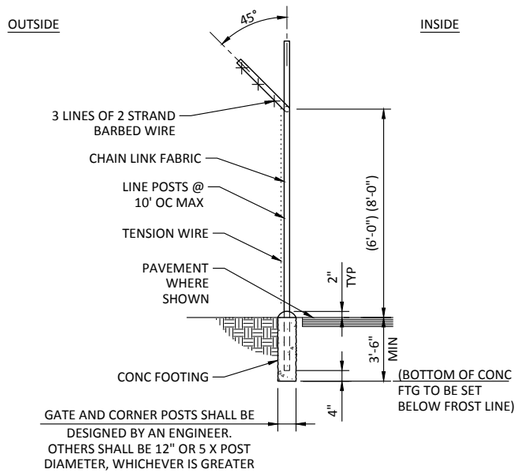
PORTAL VALVE SHAFT YARD DEMOLITION PLAN

DESIGNED S. ELLENSON
DRAWN F. HABER
CHECKED J. BOAG
PROJECT DATE 10/6/23

DRAWING
D100

JOB NO: 000000

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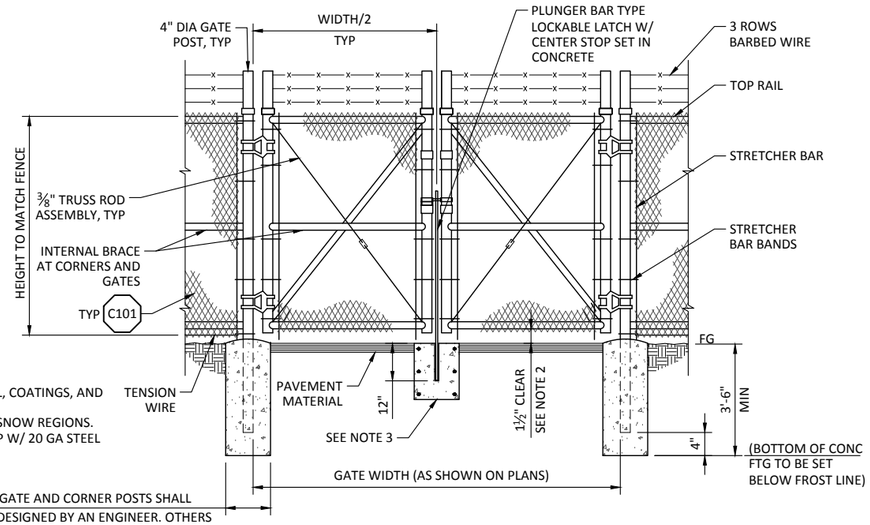


NOTES:
1. SEE SPECIFICATIONS FOR FENCE MATERIAL, COATINGS, AND INSTALLATION REQUIREMENTS.
2. EXTENSION ARM MAY BE TURNED IN AT OPTION OF OWNER.

CHAIN LINK FENCE

SCALE: NTS

C101



NOTES:
1. SEE SPECIFICATIONS FOR FENCE MATERIAL, COATINGS, AND INSTALLATION REQUIREMENTS.
2. SEE SPECIFICATIONS FOR CLEARANCES IN SNOW REGIONS.
3. 12" DIAMETER x 18" DEEP CONCRETE STOP W/ 20 GA STEEL PLUNGER SLEEVE, DIA = ROD O.D. +½".

DOUBLE LEAF GATE

SCALE: NTS

C102

PRELIMINARY
NOT FOR CONSTRUCTION

REV	DATE	BY	DESCRIPTION
0	10/6/23	SPE	15% DESIGN

WARNING
0 1/2 1
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EKLUTNA FISH & WILDLIFE PROJECT

EKLUTNA RIVER RELEASE FACILITY

CIVIL GENERAL NOTES AND STANDARD DETAILS

DESIGNED S. ELLENSON
DRAWN F. HABER
CHECKED J. BOAG
PROJECT DATE 10/6/23

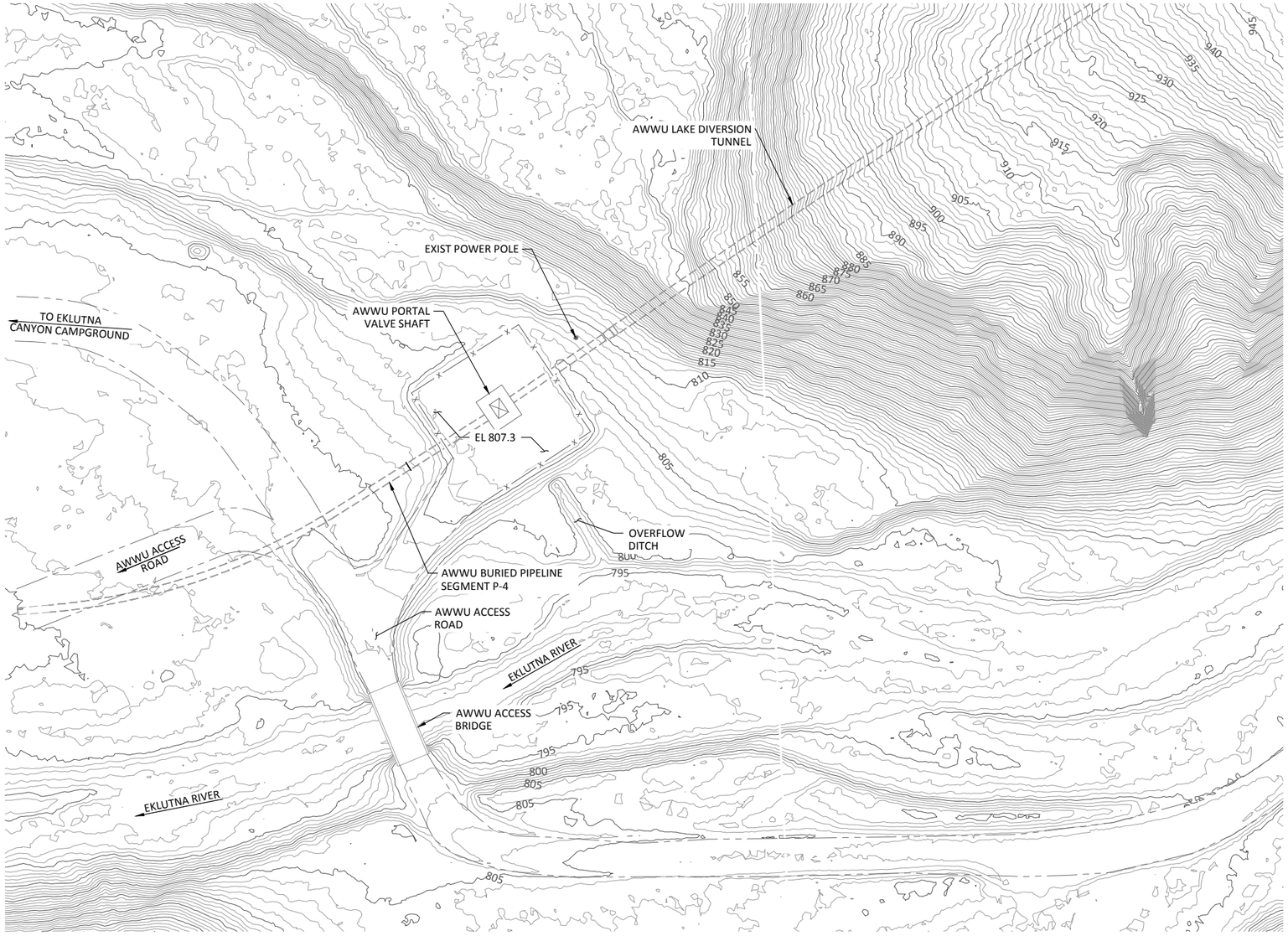
DRAWING
GC001

JOB NO: 000000

Path: C:\Vault\Chugach Electric\Portal Release Structure\GC001.dwg Plot date: Sep 28, 2023 01:12pm, CAD User: HaberFlavia

SHEET NOTES:

1. ELEVATIONS SHOWN ARE IN NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).



PORTAL VALVE SHAFT YARD EXISTING SITE PLAN

SCALE: 1"= 40'

0" 40' 80'

PRELIMINARY
NOT FOR CONSTRUCTION

REV	DATE	BY	DESCRIPTION
0	10/6/23	SPE	15% DESIGN

WARNING

0 1/2 1

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

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CHUGACH
POWERING ALASKA'S FUTURE

MEA
MATANUSKA ELECTRIC ASSOCIATION

MUNICIPALITY OF ANCHORAGE

EKLUTNA FISH & WILDLIFE PROJECT

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PORTAL VALVE SHAFT YARD
EXISTING SITE PLAN

DESIGNED S. ELLENSON
DRAWN F. HABER
CHECKED J. BOAG
PROJECT DATE 10/6/23

DRAWING
C001

JOB NO: 000000

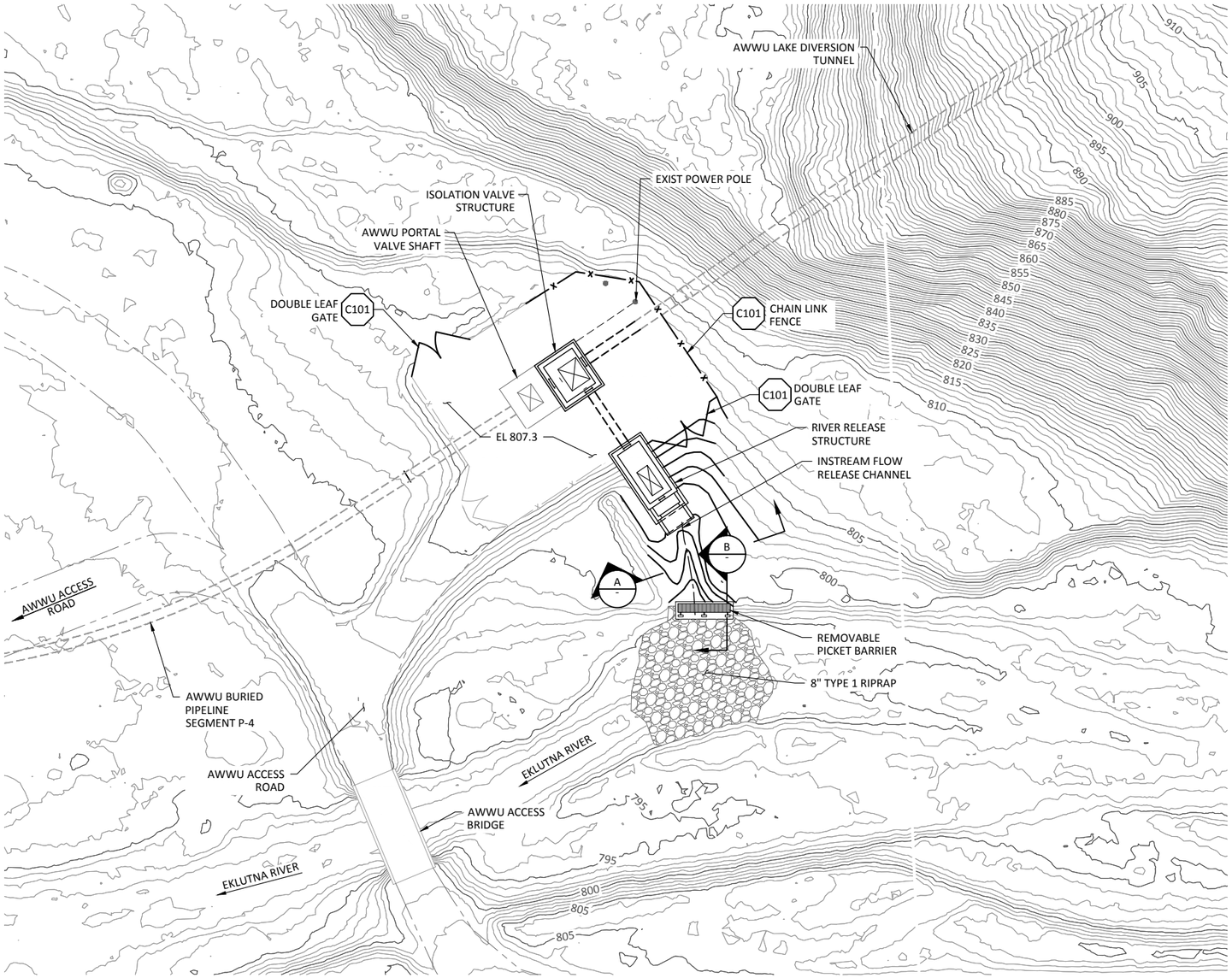
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GENERAL NOTES:

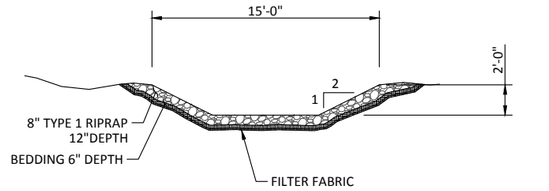
1. SURVEY BASED ON LIGHT DETECTION AND RANGING (LIDAR) AERIAL IMAGERY DATA CAPTURED IN MAY 2022.

PROJECTION: UTM ZONE 6 NORTH
HORIZONTAL DATUM: NAD83 (2011)
VERTICAL DATUM: NAVD88 (GEOID 12B)

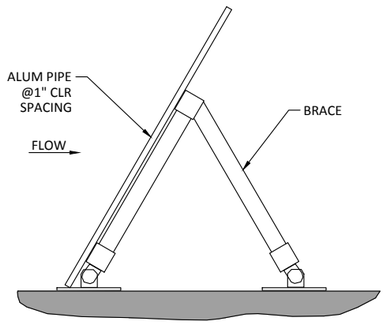
2. ELEVATIONS ARE TO FINISHED GRADE UNLESS OTHERWISE SHOWN.
3. SLOPE UNIFORMLY BETWEEN CONTOURS AND SPOT ELEVATIONS SHOWN



PORTAL VALVE SHAFT YARD EXISTING SITE PLAN
SCALE: 1"= 30'
0" 30' 60'
N



A
-
SECTION
SCALE: 1"= 5'
0" 5' 10'



B
-
SECTION
SCALE: NTS

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WARNING
0 1/2 1
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EKLUTNA FISH & WILDLIFE PROJECT
EKLUTNA RIVER RELEASE FACILITY

PORTAL VALVE SHAFT YARD
GRADING PLAN

DESIGNED S. ELLENSON
DRAWN F. HABER
CHECKED J. BOAG
PROJECT DATE 10/6/23

DRAWING
C100

JOB NO: 000000

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GENERAL STRUCTURAL NOTES:
THE FOLLOWING NOTES ARE GENERAL AND APPLY TO THE ENTIRE PROJECT, UNLESS SPECIFICALLY NOTED OTHERWISE (UNO)

1) GENERAL:

A. CONSTRUCTION DOCUMENTS:
   1. THE CONTRACTOR SHALL REVIEW THE APPROVED CONTRACT DOCUMENTS AND NOTIFY THE ENGINEER OF ANY ERRORS OR DISCREPANCIES PRIOR TO THE START OF CONSTRUCTION.
   2. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY IF ANY UNIDENTIFIED EXISTING UNDERGROUND UTILITIES ARE DISCOVERED.
   3. THE STRUCTURAL CONTRACT DRAWINGS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY TO PROTECT THE STRUCTURE DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT ARE NOT LIMITED TO, BRACING AND/OR SHORING FOR LOADS DUE TO CONSTRUCTION EQUIPMENT, ETC.
   4. UNDER NO CIRCUMSTANCES CAN STRUCTURAL COMPONENTS BE SUBSTITUTED, OMITTED, OR ALTERED FROM THE APPROVED SET OF CONSTRUCTION DOCUMENTS WITHOUT WRITTEN APPROVAL FROM THE ENGINEER.
B. DIMENSIONS AND NOTATIONS:
   1. WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS. DO NOT SCALE DRAWINGS.
   2. ABBREVIATIONS USED ON THE APPROVED CONSTRUCTION DOCUMENTS SHALL BE CONSIDERED TYPICAL ABBREVIATIONS FOR THE INDUSTRY. THE CONTRACTOR SHALL BE RESPONSIBLE TO NOTIFY THE ENGINEER IMMEDIATELY OF ANY ABBREVIATIONS THAT ARE UNKNOWN TO THE CONTRACTOR.
C. TYPICAL NOTES AND DETAILS:
   1. SPECIFIC NOTES AND DETAILS SHALL TAKE PRECEDENCE OVER STANDARD TYPICAL NOTES AND DETAILS.
   2. STANDARD TYPICAL NOTES AND DETAILS ARE TO BE USED WHEN REFERRED TO OR WHEN NO OTHER MORE RESTRICTIVE OR DIFFERENT DETAILS ARE SHOWN ON THE DRAWINGS.
   3. WORK NOT PARTICULARLY SHOWN OR SPECIFIED SHALL BE THE SAME AS SIMILAR PARTS THAT ARE SHOWN OR SPECIFIED.
D. CODE REQUIREMENTS:
   1. ALL WORK SHALL CONFORM TO THE MINIMUM STANDARDS OF REGULATING AGENCIES WHICH MAY HAVE AUTHORITY OVER ANY PORTION OF THE WORK.
   2. SPECIFICATIONS, CODES AND STANDARDS NOTED SHALL BE OF THE LATEST APPROVED ISSUE, INCLUDING SUPPLEMENTS, UNLESS NOTED OTHERWISE.
   3. MINIMUM UNIFORM (BLANKET) ROOF SNOW LOAD, AS DEFINED BY LOCAL BUILDING OFFICIAL OR STATE, SHALL BE DESIGNED FOR, AND IT IS THE RESPONSIBILITY OF THE ENGINEER TO CONFIRM IF ONE EXISTS BY CONTACTING THE LOCAL BUILDING OFFICIAL.
E. DEFERRED SUBMITTALS:
   1. DEFERRED STRUCTURE SUBMITTAL ITEMS HAVE NOT BEEN PERMITTED UNDER THE BASE BUILDING APPLICATION.
   2. THE CONTRACTOR SHALL SUBMIT COMPONENT SYSTEM DOCUMENTS FOR DEFERRED SUBMITTAL ITEMS, STAMPED BY A PROFESSIONAL ENGINEER LICENSED IN THE JURISDICTION HAVING AUTHORITY, TO THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE FOR REVIEW AND FORWARD THE REVIEWED DOCUMENTS TO THE BUILDING OFFICIAL IN COMPLIANCE WITH SECTION 107.3.4.1 OF THE CBC.
   3. DEFERRED SUBMITTAL ITEMS SHALL NOT BE INSTALLED UNTIL THE COMPONENT SYSTEM DOCUMENTS HAVE BEEN APPROVED BY THE BUILDING OFFICIAL.
   4. THE FOLLOWING CONTRACTOR-DESIGNED PROJECT ELEMENTS ARE DEFINED AS DEFERRED STRUCTURAL SUBMITTAL ITEMS:

      PRE-ENGINEERED METAL BUILDINGS

2) CODES, STANDARDS, AND REFERENCES:

A. ASCE 7-16: MINIMUM DESIGN LOADS AND ASSOCIATED CRITERIA FOR BUILDINGS AND OTHER STRUCTURES.
B. ACI 318-14: BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE.
C. ACI 350-06: CODE REQUIREMENTS FOR ENVIRONMENTAL ENGINEERING CONCRETE STRUCTURES.
D. AISC 360-16 SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS.

3) FOUNDATIONS AND GEOTECHNICAL:

A. GEOTECHNICAL DESIGN CRITERIA IS BASED ON THE RECOMMENDATIONS DOCUMENTED IN THE DESIGN DOCUMENTATION REPORT:

4) GRATING:

A. WEIGHT OF GRATING SECTION SHALL NOT EXCEED 80 LBS.
B. PROVIDE A MINIMUM OF 4 CLIPS PER GRATING PANEL, APPROX 4" FROM PANEL CORNERS.
C. WIDTH OF GRATING SECTIONS SHALL NOT EXCEED 3'-0".
D. SHOP DRAWINGS BASED ON FIELD DIMENSIONS SHALL BE SUBMITTED TO THE ENGINEER PRIOR TO FABRICATION.
E. PROVIDE GRATING FASTENERS AS REQUIRED.
F. THE HORIZONTAL CLEARANCE BETWEEN THE GRATING AND GRATING SUPPORTS SHALL NOT BE LESS THAN ¼" NOR GREATER THAN ½"
G. ALL GRATING SECTIONS, WHEN IN PLACE, SHALL ALWAYS BE FIRMLY ANCHORED TO THEIR SUPPORTS.
H. PROVIDE MINIMUM BEARING PER MANUFACTURERS RECOMMENDATIONS FOR ALL GRATING.

5) NON-SHRINK GROUT:
1. ALL GROUT WORK SHALL CONFORM TO THE LATEST EDITION OF ACI 301.
2. FORMWORK: DESIGN, ERECT, SUPPORT, BRACE AND MAINTAIN FORMWORK TO SUPPORT VERTICAL, LATERAL, STATIC AND DYNAMIC LOADS THAT MIGHT BE APPLIED UNTIL STRUCTURE CAN SUPPORT SUCH LOADS.

6) STRUCTURAL AND MISCELLANEOUS STEEL:

A. STRUCTURAL STEEL SHALL CONFORM TO THE FOLLOWING ASTM STANDARDS:
   a) WIDE FLANGE SHAPES — A992, GR 50 GALV
   b) OTHER SHAPES, PLATES, ANGLES AND BARS — A36 GALV
   c) STEEL PIPE — A53, GRADE B GALV
   d) HOLLOW STRUCTURAL SECTIONS — A500, GRADE B GALV
C. WELDS: PROVIDE 70KSI LOW HYDROGEN ELECTRODE OR PROCESS IN ACCORDANCE WITH AWS A5.1.
D. BOLTS, U.N.O.:
   1. STAINLESS STEEL: ASTM A193, GRADE 8, CLASS 2, AISI TYPE 316
H. DRILL AND EPOXY ANCHOR BOLTS:
   1. STAINLESS STEEL ASTM A193, GRADE 8, CLASS 2, AISI TYPE 316 OR EQUAL APPROVED BY ENGINEER
I. EPOXY BOLT OR EXPANSION BOLT SUBSTITUTIONS FOR EMBEDDED BOLTS IS PROHIBITED WITHOUT WRITTEN CONSENT FROM THE ENGINEER.
J. UNLESS NOTED OTHERWISE ON THE DRAWINGS, ALL EPOXY BOLTS SHALL BE AS SPECIFIED.
K. ALL STRUCTURAL STEEL SHALL BE DETAILED, FABRICATED, AND ERECTED IN ACCORDANCE WITH THE AISC CODE OF STANDARD PRACTICE, EXCEPT AS MODIFIED IN THESE NOTES AND THE PROJECT SPECIFICATIONS.
L. ALL STAINLESS STEEL SHALL BE TYPE 316.
M. SPLICING OF STEEL MEMBERS, UNLESS SHOWN ON THE DRAWINGS, IS PROHIBITED WITHOUT WRITTEN APPROVAL OF THE PROJECT ENGINEER.
N. GALVANIC PROTECTION SHALL BE PROVIDED BETWEEN DISSIMILAR METALS.
O. WELDING SHOWN FOR STAINLESS STEEL ELEMENTS SHALL COMPLY WITH AWS D1.6/D1.6M.

7) CONCRETE:

A. ALL CONCRETE WORK SHALL CONFORM TO THE LATEST EDITION OF ACI 301 AND ACI 117, EXCEPT AS MODIFIED BY THE FOLLOWING SUPPLEMENTAL REQUIREMENTS:
B. ALL CONCRETE SHALL BE NORMAL WEIGHT CONCRETE.
C. CONCRETE MIX DESIGN SHALL BE ESTABLISHED IN ACCORDANCE WITH CHAPTER 5 OF ACI 350.
D. COMPRESSIVE STRENGTH (28 DAYS)
   F'C — 4,500 PSI
E. REINFORCEMENT FOR CONCRETE:
1. ALL REINFORCING SHALL BE SUPPORTED IN FORMS SPACED WITH NECESSARY ACCESSORIES AND SHALL BE SECURELY WIRED TOGETHER IN ACCORDANCE WITH THE LATEST EDITION OF THE CRSI "MANUAL OF STANDARD PRACTICE"
2. CLEAR COVER
   a) CONCRETE CAST AGAINST EARTH = 3"
   b) ALL OTHER CONCRETE, UNO = 2"
F. SLAB-ON-GRADE REINFORCEMENT SHALL BE PLACED AT THE MID-DEPTH OF THE SLAB, UNO.
G. FORMWORK: DESIGN, ERECT, SUPPORT, BRACE AND MAINTAIN FORMWORK TO SUPPORT VERTICAL, LATERAL, STATIC AND DYNAMIC LOADS THAT MIGHT BE APPLIED UNTIL STRUCTURE CAN SUPPORT SUCH LOADS.

8) ALUMINUM:

A. ALL ALUMINUM WORK SHALL CONFORM TO THE LATEST EDITION OF THE ALUMINUM DESIGN MANUAL BY THE ALUMINUM ASSOCIATION.
B. UNLESS OTHERWISE INDICATED, ALUMINUM METALWORK SHALL BE FABRICATED FROM ALLOY 6061-T6, EXCEPT GRATING WHICH SHALL BE PER DESIGN.

9) REINFORCEMENT:

A. ASTM A615 - FY = 60,000 PSI
B. SEE SPECIFICATIONS FOR REINFORCING PLACEMENT REQUIREMENTS.
C. ABSOLUTELY NO WELDING OF REINFORCING BARS OR TORCHING TO BEND REINFORCING BARS SHALL BE ALLOWED WITHOUT SPECIFIC APPROVAL FROM THE STRUCTURAL ENGINEER.

10) TESTS AND INSPECTIONS:

A. INSPECTIONS
   1. CONSTRUCTION SHALL BE SUBJECT TO INSPECTION BY THE BUILDING OFFICIAL OR THE AUTHORITY HAVING JURISDICTION AND SUCH CONSTRUCTION OR WORK SHALL REMAIN ACCESSIBLE AND EXPOSED FOR INSPECTION PURPOSES UNTIL APPROVED.
   2. THE CONTRACTOR IS RESPONSIBLE TO NOTIFY THE BUILDING OFFICIAL OR THE AUTHORITY HAVING JURISDICTION WHEN WORK IS READY FOR INSPECTION. IN ADDITION, THE CONTRACTOR IS RESPONSIBLE TO PROVIDE ACCESS TO AND MEANS FOR INSPECTIONS OF SUCH WORK THAT ARE REQUIRED BY THE BUILDING OFFICIAL OR AUTHORITY HAVING JURISDICTION.

B. STATEMENT OF SPECIAL INSPECTIONS
   1. THE DESIGN ENGINEER HAS PREPARED AND SUBMITTED A STATEMENT OF SPECIAL INSPECTIONS TO THE BUILDING OFFICIAL SPECIFYING THE SCOPE OF WORK TO BE INSPECTED BY A SPECIAL INSPECTION AGENCY (IN ADDITION TO THE INSPECTIONS BY THE BUILDING OFFICIAL OR AUTHORITY HAVING JURISDICTION) TO SATISFY THE REQUIREMENTS OF THE CALIFORNIA BUILDING CODE, SECTION 1704. THE CONTRACTOR SHALL REVIEW THIS DOCUMENT AND SUBMIT A WRITTEN STATEMENT OF RESPONSIBILITY TO THE BUILDING OFFICIAL AND OWNER (OR THE OWNER'S AUTHORIZED AGENT) PRIOR TO COMMENCEMENT OF THE WORK THAT ACKNOWLEDGES AWARENESS OF THE REQUIREMENTS CONTAINED IN THE STATEMENT OF SPECIAL INSPECTIONS.
   2. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING THEIR WORK WITH THE SPECIAL INSPECTION AGENCY. THE CONSTRUCTION OR WORK FOR WHICH SPECIAL INSPECTION OR TESTING IS REQUIRED SHALL REMAIN ACCESSIBLE AND EXPOSED FOR SPECIAL INSPECTION AND TESTING PURPOSES UNTIL COMPLETION OF THE REQUIRED SPECIAL INSPECTIONS OR TESTS.

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WARNING
0 1/2 1
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EKLUTNA RIVER RELEASE FACILITY

STRUCTURAL GENERAL NOTES

DESIGNED K. HEINDEL
DRAWN D. JOHNSTON
CHECKED M. MERKLEIN
PROJECT DATE 10/6/23

DRAWING
GS001

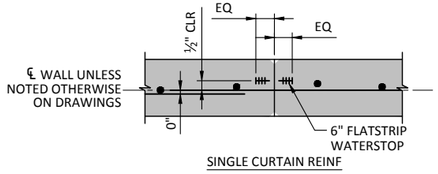
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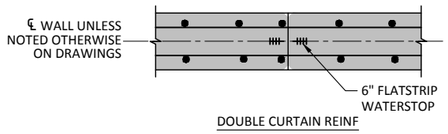

VERTICAL ELL


VERTICAL TEE


VERTICAL CROSS



SINGLE CURTAIN REINF



DOUBLE CURTAIN REINF

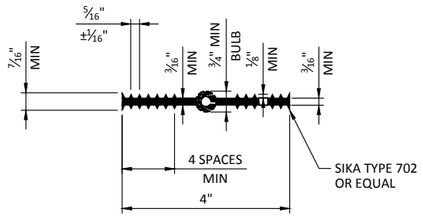
S121 WITH WATERSTOP
SCALE: NTS

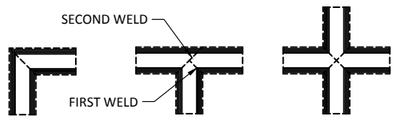
S122 NO WATERSTOP
SCALE: NTS

S123 WITH WATERSTOP
SCALE: NTS

S124 NO WATERSTOP
SCALE: NTS

NOTES:
1. WHERE WATERSTOP IS REQUIRED IN SINGLE CURTAIN WALL REINFORCEMENT, PLACE WATERSTOP ON WATER SIDE OF WALL.
2. STAGGER SPLICES UNLESS NOTED OTHERWISE.



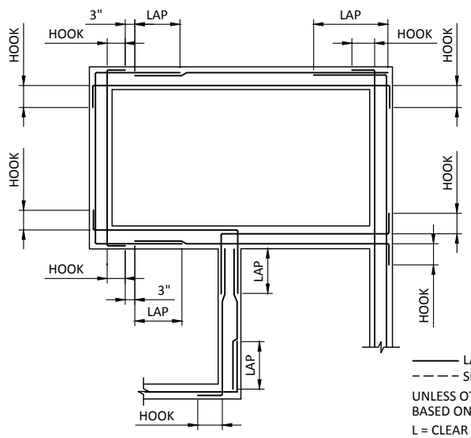


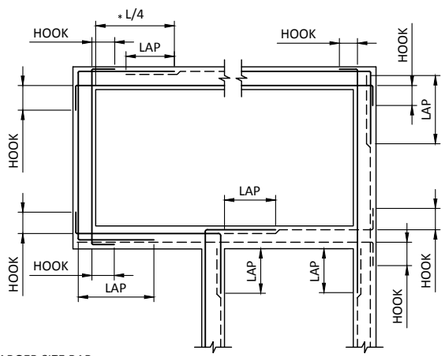
FLAT ELL

FLAT TEE

FLAT CROSS

S107 4" CENTER-BULB WATERSTOP
SCALE: NTS





S108 PREFABRICATED WATERSTOP JOINTS
SCALE: NTS

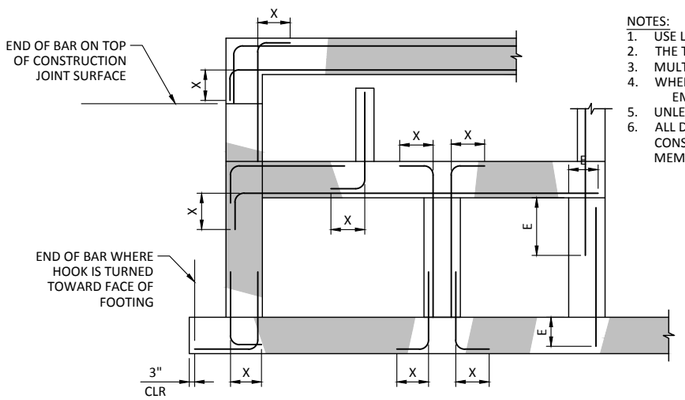
——— LARGER SIZE BAR
– – – – SMALLER SIZE BAR

UNLESS OTHERWISE NOTED LAPS ARE BASED ON THE SMALLER SIZE BARS

L = CLEAR SPAN

*USE THIS DETAILING PROCEDURE WHEN LARGER OR CLOSER SPACED BARS ARE CALLED OUT FOR CORNERS

VERTICAL WALL CONSTRUCTION JOINT
SCALE: NTS



SECTION

NOTES:
1. USE LAP LENGTHS AS DETERMINED FROM THESE TABLES UNLESS SHOWN OTHERWISE.
2. THE TABLES SHOWN ARE FOR f'c=4000psi, fy=60,000psi, 1.5" MIN CONCRETE COVER AND 3" MIN BAR SPACING.
3. MULTIPLY THE LAP AND E SHOWN IN THESE TABLES BY 1.5 FOR EPOXY COATED REINFORCING.
4. WHEN BARS OF DIFFERENT SIZES ARE LAP SPLICED, LAP LENGTH SHALL BE THE LARGER OF: EMBEDMENT LENGTH OF LARGER BAR LAP OR LENGTH OF SMALLER BAR.
5. UNLESS NOTED OTHERWISE USE REBAR COUPLERS FOR SPLICES OF #11 AND LARGER BARS.
6. ALL DOWEL BARS SHALL EXTEND AN EMBEDMENT LENGTH E INTO ANOTHER MEMBER OR ACROSS A CONSTRUCTION JOINT UNLESS SHOWN TO SPLICE WITH OTHER BARS OR TO EXTEND TO THE FAR FACE OF THE MEMBER AND END WITH A STANDARD HOOK.

	LENGTH (*)		
BAR SIZE	HOOK X	LAP	EMBEDMENT E
#3	6"	16" (21")	12" (16")
#4	8"	16" (21")	12" (16")
#5	10"	20" (26")	15" (20")
#6	12"	28" (37")	22" (28")
#7	14"	48" (62")	37" (48")
#8	16"	62" (81")	48" (62")
#9	19"	79" (102")	61" (79")
#10	22"	100" (130")	77" (100")
#11	24"	123" (160")	95" (123")

* USE LENGTH IN PARENTHESIS FOR WALL HORIZONTAL REBARS AND SLAB BARS WITH 12" OR MORE OF FRESH CONCRETE UNDERNEATH

S141 HORIZONTAL REINFORCEMENT AT WALL INTERSECTIONS
SCALE: NTS

S143 STANDARD 90° BAR HOOKS, EMBEDMENT LENGTHS AND LAP LENGTHS
SCALE: NTS

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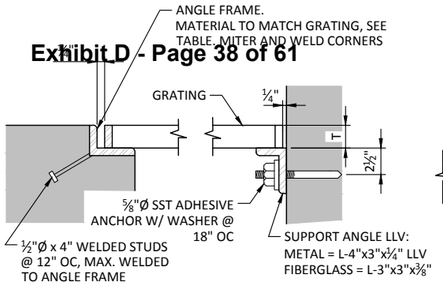
EKLUTNA FISH & WILDLIFE PROJECT
EKLUTNA RIVER RELEASE FACILITY
STRUCTURAL STANDARD DETAILS 1

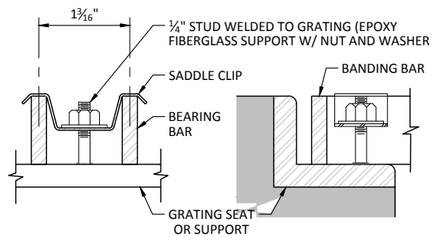
DESIGNED K. HEINDEL
DRAWN D. JOHNSTON
CHECKED M. MERKLEIN
PROJECT DATE 10/6/23

DRAWING
GS002

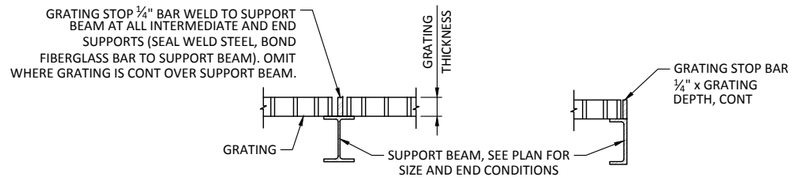
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GRATING CLIP DETAIL



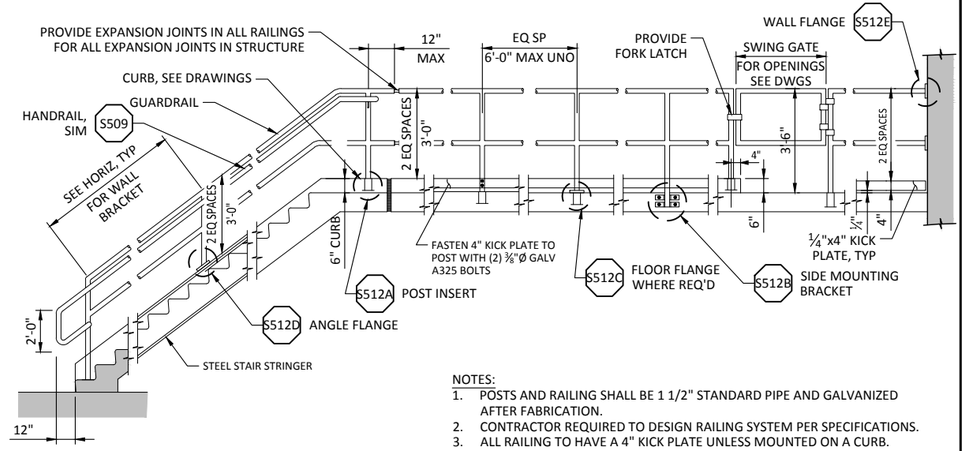
GRATING STOP DETAIL

NOTES:
1. UNLESS INDICATED OTHERWISE, ALL GRATING SHALL BE ALUM.
2. GRATING DEPTH TO BE DETERMINED BY MANUFACTURER AND APPROVED BY ENGINEER, UNO.
3. ALL ENDS AND OPENINGS SHALL BE BANDED.
4. WEIGHT OF GRATING SECTION SHALL NOT EXCEED 80 LBS.
5. METAL BEARING BARS SHALL BE DEPTH T x 3/16" @ 1 3/16" OC.. CROSS BARS SHALL BE @ 4" OC.
6. PROVIDE A MINIMUM OF 4 CLIPS PER GRATING PANEL, APPROX 4" FROM PANEL CORNERS. MAXIMUM CLIP SPACING AT 36" OC.
7. MATERIALS:
   - A. ALUM GRATING - USE ALUM ANGLE SUPPORTS AND SST BOLTS AND CLIPS. IF SUPPORTED BY STEEL BEAMS, USE STEEL STOP BARS. ALUM IN CONTACT WITH CONC OR STEEL SHALL BE COATED PER THE PROTECTIVE COATING SPECS.
   - B. GALV STEEL GRATING - USE STEEL ANGLE SUPPORTS, BOLTS AND CLIPS. GALV AFTER FABRICATION.
   - C. SST GRATING - USE SST ANGLE SUPPORTS, BOLTS AND CLIPS
   - D. FIBERGLASS GRATING - USE FIBERGLASS FOR ALL COMPONENTS EXCEPT DRILLED ANCHORS; ALL CUT EDGES SHALL BE SEALED WITH RESIN; BONDING: USE EPOXY ADHESIVE BONDING AGENT

GRATING FRAME TABLE SIZED TO MATCH GRATING (FOR FIBERGLASS USE CONTINUOUS PROTRUDED FIBERGLASS SEAT & ANCHOR)			
GRATING DEPTH (T)	STEEL ANGLE (STEEL)	GRATING DEPTH (T)	STEEL ANGLE (STEEL)
1"	1¾ x 1¼ x ¼ (1¼ x 1¼ x ¼)	2"	*2½ x 2½ x ½
1¼"	2 x 1½ x ¼ (1½ x 1½ x ¼)	2¼"	2½ x 2½ x ¼
1½"	1¾ x 1¾ x ¼	2½"	3 x 3 x ½
1¾"	2 x 2 x ¼		

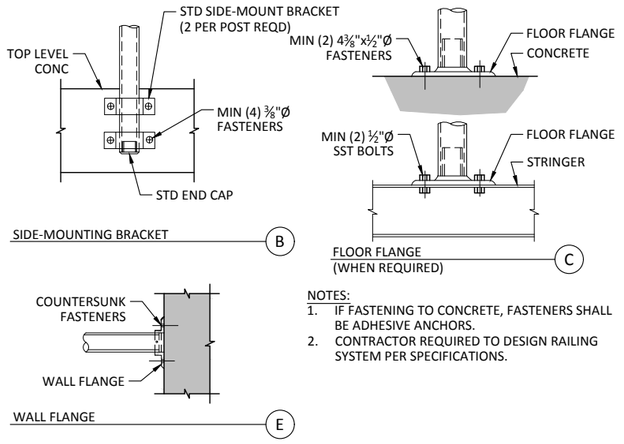
* OR USE 2½"x2½"x¼" W/ ¼" SHIM PLATE WELDED TO BOTTOM

S501 GRATING
SCALE: NTS



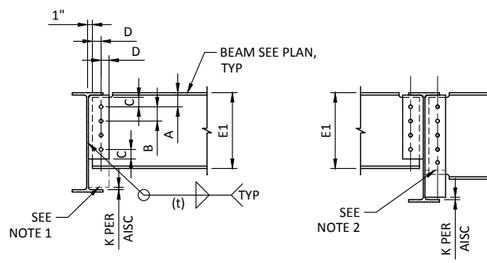
NOTES:
1. POSTS AND RAILING SHALL BE 1 1/2" STANDARD PIPE AND GALVANIZED AFTER FABRICATION.
2. CONTRACTOR REQUIRED TO DESIGN RAILING SYSTEM PER SPECIFICATIONS.
3. ALL RAILING TO HAVE A 4" KICK PLATE UNLESS MOUNTED ON A CURB.

S510 TWO-RAIL RAILING GUARDRAIL DETAIL
SCALE: NTS

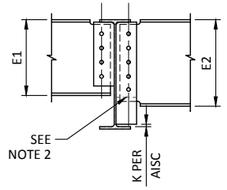


NOTES:
1. IF FASTENING TO CONCRETE, FASTENERS SHALL BE ADHESIVE ANCHORS.
2. CONTRACTOR REQUIRED TO DESIGN RAILING SYSTEM PER SPECIFICATIONS.

S512 RAILING, GUARDRAIL AND HANDRAIL SUPPORT DETAIL
SCALE: NTS



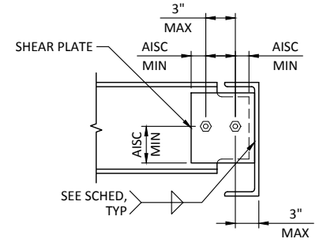
BEAM: ONE SIDE ONLY



BEAM: BOTH SIDES

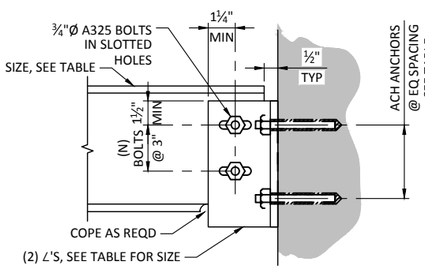
BEAM TO BEAM CONNECTION SCHEDULE								
BEAM SIZE	NO OF A325N BOLTS REQ'D		CONN PLATE THICKNESS (IN)	WELD SIZE (t)	A (IN)	B (IN)	C (IN)	D (IN)
	¾" Ø	1" Ø						
W8	2		5/16	3/16	2½"	2½"	1½"	1½"
W10	2		5/16	3/16	3	3	1½"	1½"

S562 BEAM TO BEAM CONNECTION - PLATE CONNECTION
SCALE: NTS



6" OR LESS CONNECTION

NOTES:
1. EXTEND CONN PLATE WHEN E1 IS GREATER THAN OR EQUAL TO W12 BM.
2. LIMIT OF CONN PLATE WHEN E2-E1 IS LESS THAN OR EQUAL TO 6 INCHES.



BEAM TO CONC CONNECTION SCHEDULE			
BEAM SIZE	DOUBLE ANGLE SIZE	# OF BOLTS (N)	ADHESIVE ANCHORS NUMBER AND SIZE

S563 BEAM TO CONC CONNECTION
SCALE: NTS

PRELIMINARY
NOT FOR CONSTRUCTION

REV	DATE	BY	DESCRIPTION
0	10/6/23	SPE	15% DESIGN

WARNING
0 1/2 1
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CHUGACH POWERING ALASKA'S FUTURE

MEA MATANUSKA ELECTRIC ASSOCIATION

MUNICIPALITY OF ANCHORAGE

EKLUTNA FISH & WILDLIFE PROJECT
EKLUTNA RIVER RELEASE FACILITY
STRUCTURAL STANDARD DETAILS 2

DESIGNED K. HEINDEL
DRAWN D. JOHNSTON
CHECKED M. MERKLEIN
PROJECT DATE 10/6/23

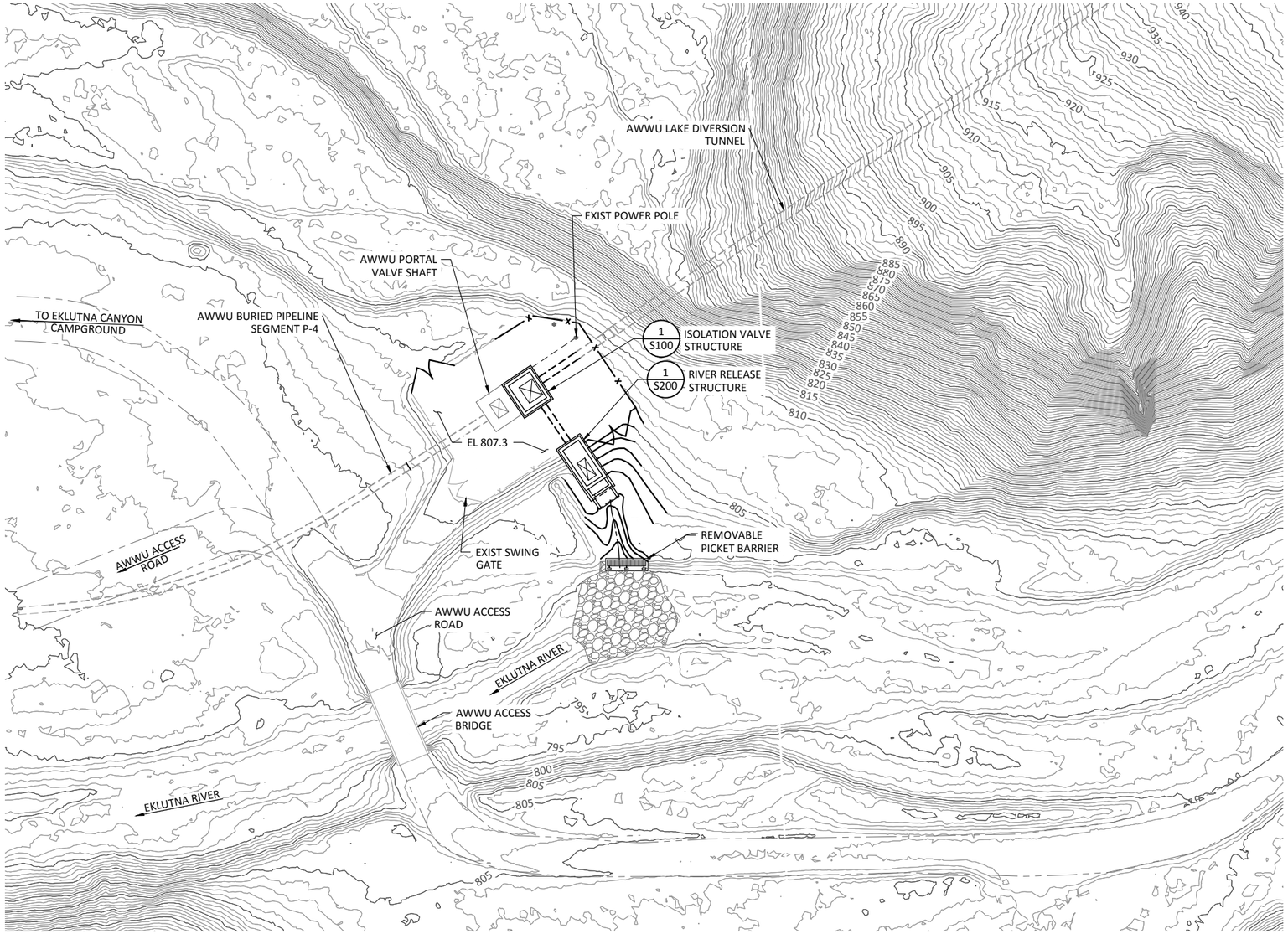
DRAWING
GS003

JOB NO: 000000

Path: C:\Vault\Chugach Electric\Portal Release Structure\GS003.dwg Plot date: Sep 26, 2023 04:39pm, CAD User: HaberFlavia

SHEET NOTES:

1. ELEVATIONS SHOWN ARE IN NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).



STRUCTURAL KEY PLAN

SCALE: 1"= 40'

0" 40' 80'

PRELIMINARY
NOT FOR CONSTRUCTION

REV	DATE	BY	DESCRIPTION
0	10/6/23	SPE	15% DESIGN

WARNING

0 1/2 1

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MUNICIPALITY OF ANCHORAGE

EKLUTNA FISH & WILDLIFE PROJECT

EKLUTNA RIVER RELEASE FACILITY

STRUCTURAL KEY PLAN

DESIGNED S. ELLENSON
DRAWN J. HOLT
CHECKED J. BOAG
PROJECT DATE 10/6/23

DRAWING

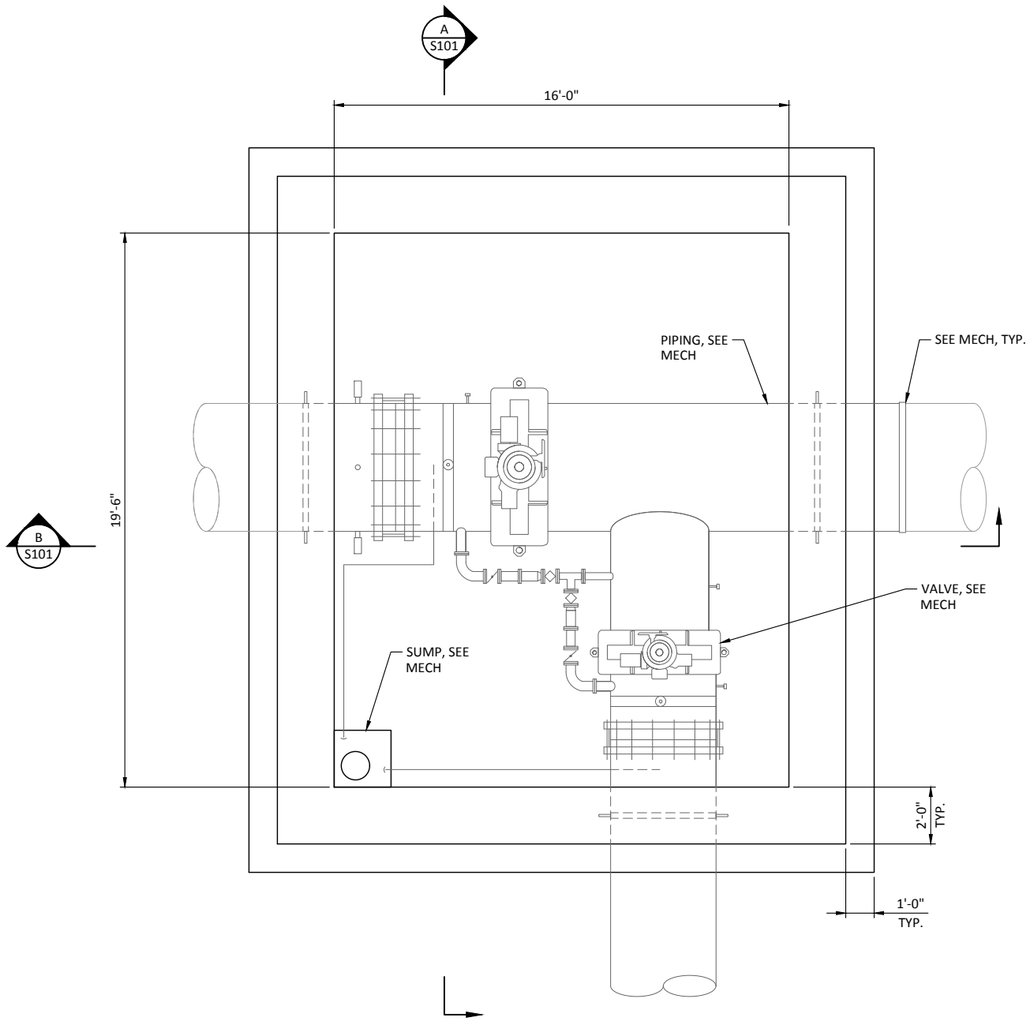
S001

JOB NO: 000000

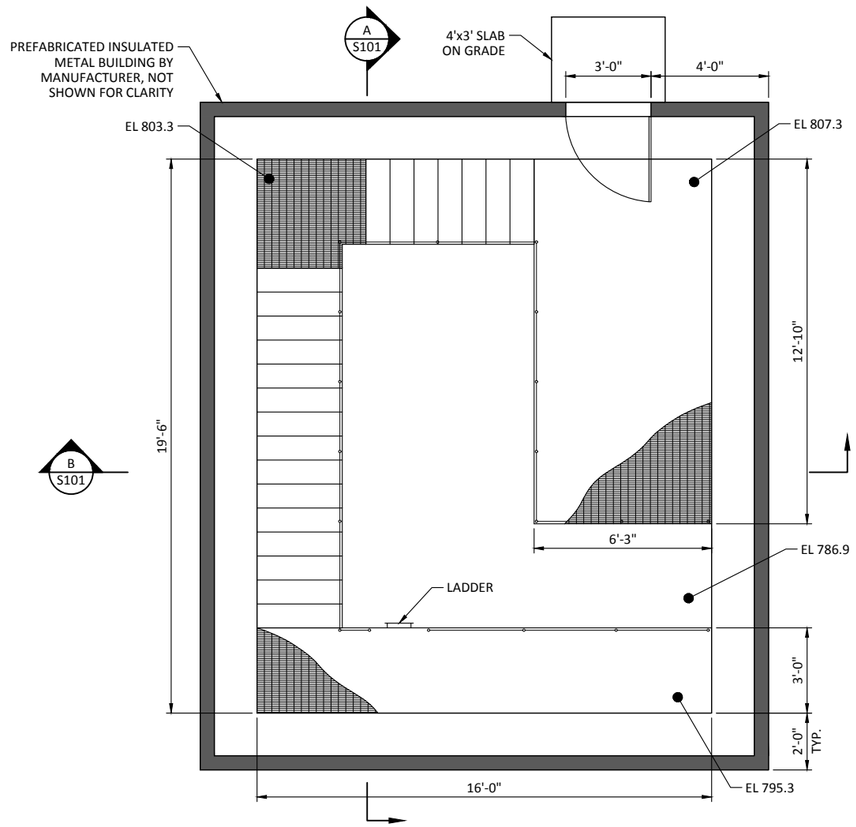
Path: C:\Vault\Chugach Electric\Portal Release Structure\S001.dwg Plot date: Sep 28, 2023 01:32pm, CAD User: HaberFlavia

SHEET NOTES:

1. ELEVATIONS SHOWN ARE IN NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).



A S001 ISOLATION VALVE STRUCTURE FOUNDATION PLAN
SCALE: 3/8"= 1'-0"



A S001 ISOLATION VALVE STRUCTURE TOP PLAN
SCALE: 3/8"= 1'-0"

PRELIMINARY
NOT FOR CONSTRUCTION

REV	DATE	BY	DESCRIPTION
0	10/6/23	SPE	15% DESIGN

WARNING
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

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MUNICIPALITY OF ANCHORAGE

EKLUTNA FISH & WILDLIFE PROJECT
EKLUTNA RIVER RELEASE FACILITY

ISOLATION VALVE STRUCTURE PLAN, SECTIONS AND DETAILS

DESIGNED K. HEINDEL
DRAWN J. HOLT
CHECKED M. MERKLEIN
PROJECT DATE 10/6/23

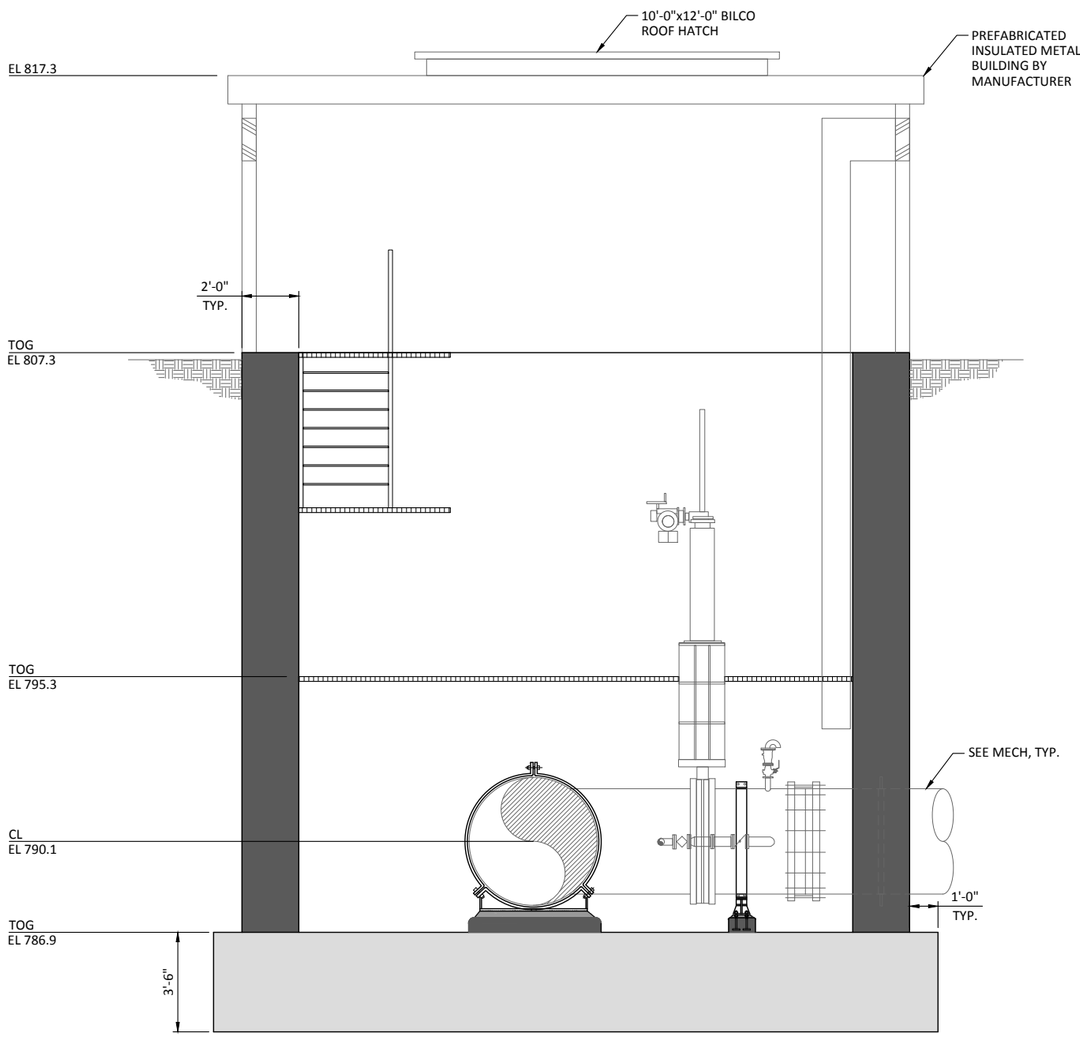
DRAWING
S100

JOB NO: 000000

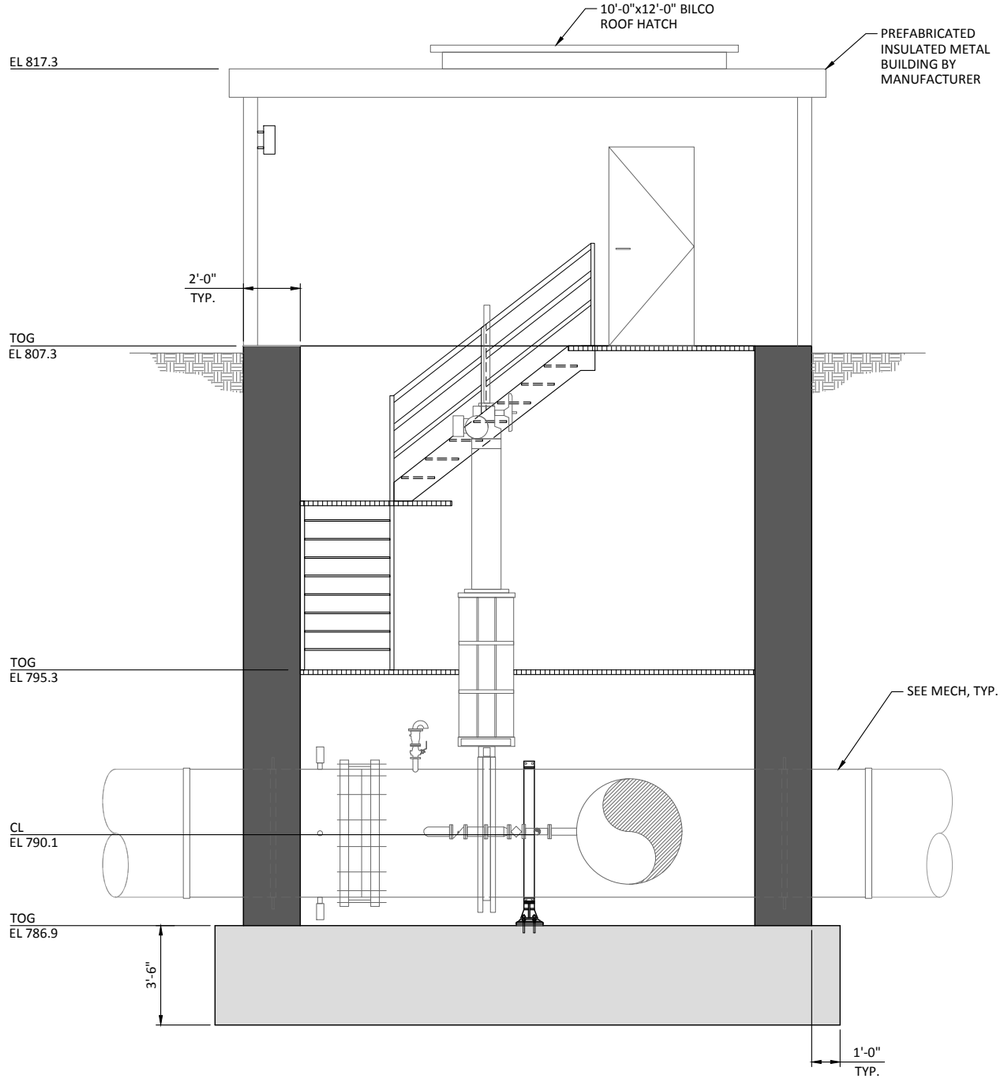
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SHEET NOTES:

1. ELEVATIONS SHOWN ARE IN NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).



A S100 SECTION
SCALE: 3/8"= 1'-0"
0' 2' 4'



B S100 SECTION
SCALE: 3/8"= 1'-0"
0' 2' 4'

PRELIMINARY
NOT FOR CONSTRUCTION

REV	DATE	BY	DESCRIPTION
0	10/6/23	SPE	15% DESIGN

WARNING
0 1/2 1
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MUNICIPALITY OF ANCHORAGE

EKLUTNA FISH & WILDLIFE PROJECT
EKLUTNA RIVER RELEASE FACILITY

ISOLATION VALVE STRUCTURE SECTIONS

DESIGNED K. HEINDEL
DRAWN J. HOLT
CHECKED M. MERKLEIN
PROJECT DATE 10/6/23

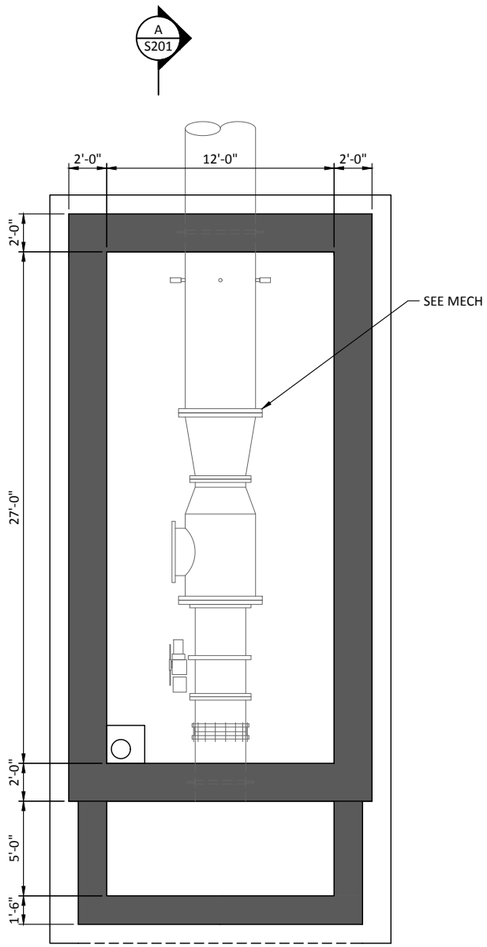
DRAWING
S101

JOB NO: 000000

Path: C:\Vault\Chugach Electric\Portal Release Structure\S101.dwg Plot date: Sep 26, 2023 04:42pm, CAD User: HaberFlavia

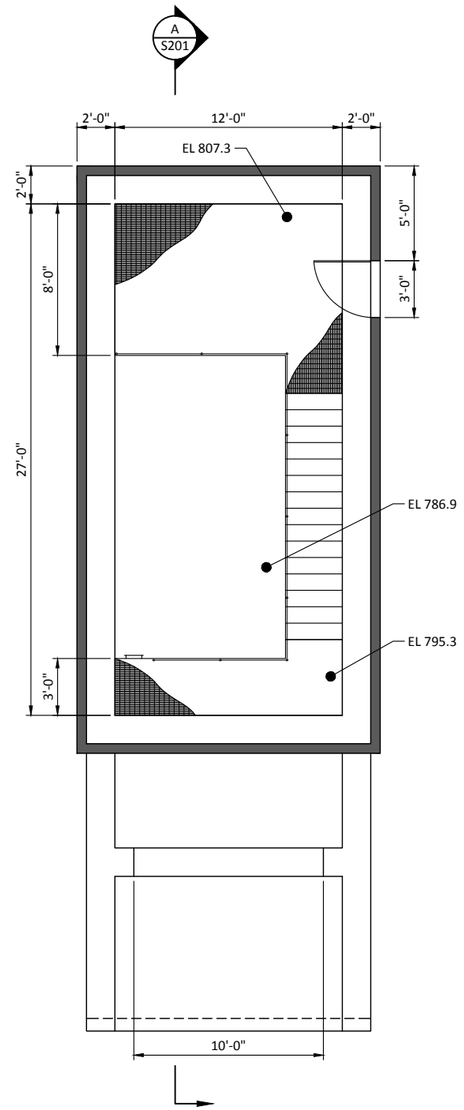
SHEET NOTES:

1. ELEVATIONS SHOWN ARE IN NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).



B S001 RIVER RELEASE STRUCTURE FOUNDATION PLAN

SCALE: 1/4"= 1'-0"



B S001 RIVER RELEASE STRUCTURE TOP PLAN

SCALE: 1/4"= 1'-0"

PRELIMINARY
NOT FOR CONSTRUCTION

REV	DATE	BY	DESCRIPTION
0	10/6/23	SPE	15% DESIGN

WARNING

0 1/2 1

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

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EKLUTNA FISH & WILDLIFE PROJECT

EKLUTNA RIVER RELEASE FACILITY

RIVER RELEASE STRUCTURE PLAN, SECTIONS AND DETAILS

DESIGNED K. HEINDEL
DRAWN J. HOLT
CHECKED M. MERKLEIN
PROJECT DATE 10/6/23

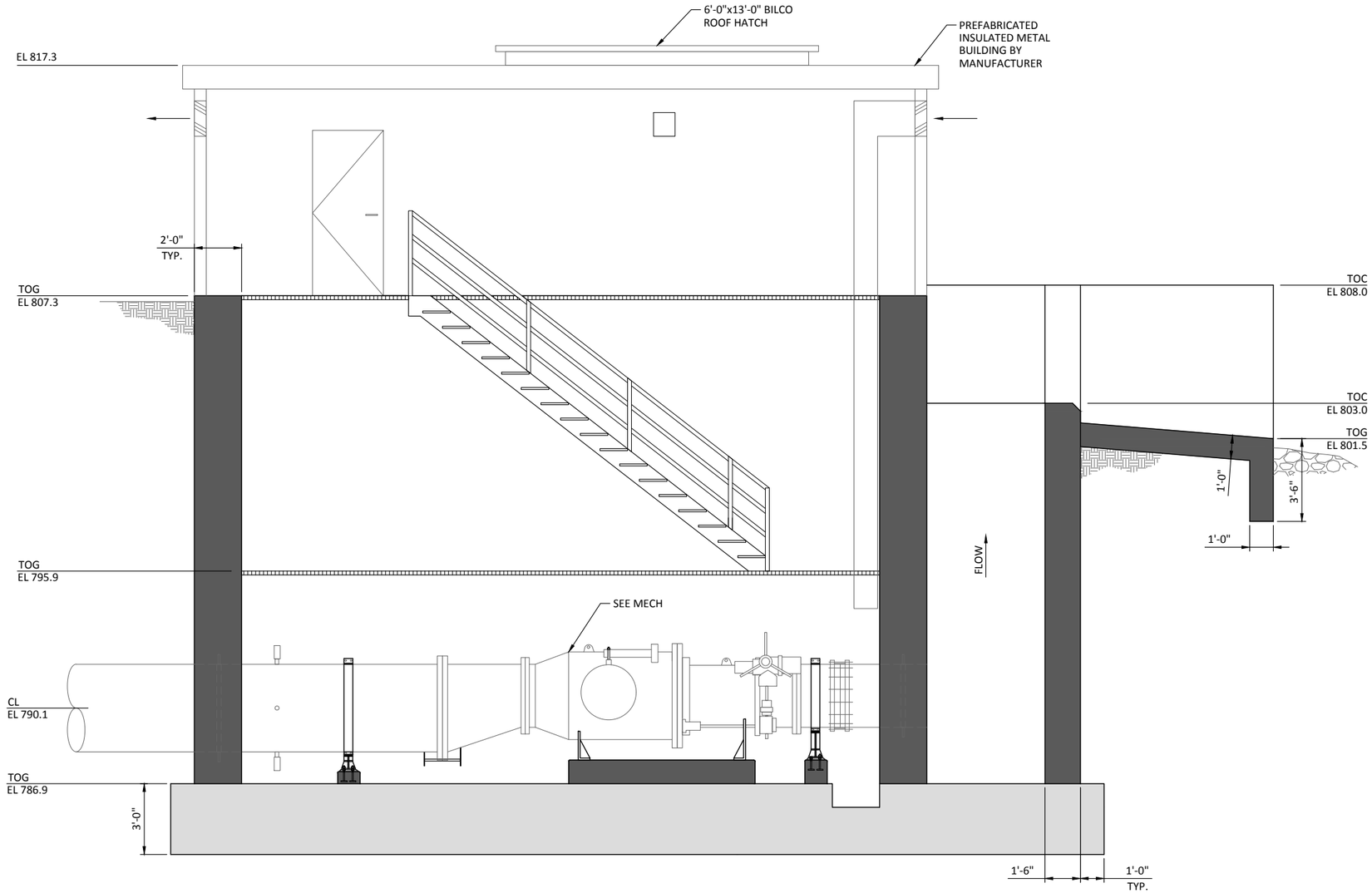
DRAWING
S200

JOB NO: 000000

Path: C:\Vault\Chugach Electric\Portal Release Structure\S200.dwg Plot date: Sep 26, 2023 04:43pm, CAD User: HaberFlavia

SHEET NOTES:

1. ELEVATIONS SHOWN ARE IN NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).



A S200 SECTION
SCALE: 3/8"= 1'-0"

0' 2' 4'

PRELIMINARY
NOT FOR CONSTRUCTION

REV	DATE	BY	DESCRIPTION
0	10/6/23	SPE	15% DESIGN

WARNING
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

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MUNICIPALITY OF ANCHORAGE

EKLUTNA FISH & WILDLIFE PROJECT
EKLUTNA RIVER RELEASE FACILITY
RIVER RELEASE STRUCTURE SECTIONS

DESIGNED K. HEINDEL
DRAWN J. HOLT
CHECKED M. MERKLEIN
PROJECT DATE 10/6/23

DRAWING
S201

JOB NO: 0000000

Path: C:\Vault\Chugach Electric\Portal Release Structure\S201.dwg Plot date: Sep 28, 2023 01:41pm, CAD User: HaberFlavia

VALVE SCHEDULE

EQUIPMENT NUMBER	LOCATION	SERVICE	FLUID	TYPE	DIAMETER (IN)	ASME PRESSURE CLASS	ENDS	ACTUATOR TYPE (NORMAL POSITION)	MATERIAL	SPEC SECTION	COMMENTS
V-100	ISOLATION GATE STRUCTURE	ISOLATION VALVE	RAW WATER	GATE	54	150	FLXFL	ELECTRIC (OPEN)			
V-101	ISOLATION GATE STRUCTURE	BYPASS/FILLING	RAW WATER	ECC. PLUG	3	150	FLXFL	MANUAL (HANDWHEEL)			
V-102	ISOLATION GATE STRUCTURE	PRESSURE REDUCTION	RAW WATER	ORIFICE	3	150	FLXFL	N/A			
V-103	ISOLATION GATE STRUCTURE	BYPASS/ISOLATION	RAW WATER	BUTTERFLY	4	150	FLXFL	MANUAL (HANDWHEEL)			
V-104	ISOLATION GATE STRUCTURE	AIR RELEASE/VACUUM	RAW WATER	COMBO AIR VENT	2	150	FLXFL	N/A			
V-110	ISOLATION GATE STRUCTURE	ISOLATION VALVE	RAW WATER	GATE	42	150	FLXFL	ELECTRIC (OPEN)			
V-111	ISOLATION GATE STRUCTURE	BYPASS/FILLING	RAW WATER	ECC. PLUG	3	150	FLXFL	MANUAL (HANDWHEEL)			
V-112	ISOLATION GATE STRUCTURE	PRESSURE REDUCTION	RAW WATER	ORIFICE	3	150	FLXFL	N/A			
V-113	ISOLATION GATE STRUCTURE	BYPASS/ISOLATION	RAW WATER	BUTTERFLY	4	150	FLXFL	MANUAL (HANDWHEEL)			
V-114	ISOLATION GATE STRUCTURE	AIR RELEASE/VACUUM	RAW WATER	COMBO AIR VENT	2	150	FLXFL	N/A			
V-200	EKLUTNA RIVER RELEASE STRUCTURE	FLOW CONTROL	RAW WATER	SLEEVE	30	150	FLXFL	ELECTRIC (OPEN)			BAILEY MODEL B-10 OR EQUIVALENT

PUMP SCHEDULE

EQUIPMENT NUMBER	LOCATION	SERVICE	EQUIPMENT DESCRIPTION	FLUID	FLOW CAPACITY (GPM) AND TDH (FT)	MOTOR SIZE (HP)	ELECTRICAL SERVICE (V/PH/CY)	SPEC SECTION	COMMENTS
P-100	ISOLATION GATE STRUCTURE	SUMP	SUBMERSIBLE PUMP	RAW WATER	50 @ 30	0.75	120 / 1 / 60		
P-200	RIVER RELEASE VALVE STRUCTURE	SUMP	SUBMERSIBLE PUMP	RAW WATER	50 @ 30	0.75	120 / 1 / 60		

FLOW METER SCHEDULE

ISA TAG	LOCATION	SERVICE	FLUID	EQUIPMENT DESCRIPTION	FLOW RANGE (CFS) / DIA (IN)	ELECTRICAL SERVICE (V/PH/CY)	COMMENTS
FE-100	ISOLATION GATE STRUCTURE	FLOW MEASUREMENT	RAW WATER	TRANSIT TIME UTRASONIC, 4 PATH	0 - 63/ 54"	120/1/60	
FE-200	RIVER RELEASE VALVE STRUCTURE	FLOW MEASUREMENT	RAW WATER	TRANSIT TIME UTRASONIC, 4 PATH	0 - 80/ 42"	120/1/60	

INSTRUMENTATION SCHEDULE

ISA TAG	LOCATION	SERVICE	EQUIPMENT DESCRIPTION	FLUID	SIGNAL OUTPUT	ELECTRICAL SERVICE	MEASUREMENT RANGE	SPEC SECTION	COMMENTS
LE-010	ISOLATION GATE STRUCTURE	PRESSURE MEASUREMENT	PRESSURE TRANSDUCER	RAW WATER	ANALOG; 4-20 mA	24 VDC	0 - 75 PSI		
LE-011	ISOLATION GATE STRUCTURE	PRESSURE MEASUREMENT	PRESSURE TRANSDUCER	RAW WATER	ANALOG; 4-20 mA	24 VDC	0 - 75 PSI		
LE-012	ISOLATION GATE STRUCTURE	PRESSURE MEASUREMENT	PRESSURE TRANSDUCER	RAW WATER	ANALOG; 4-20 mA	24 VDC	0 - 75 PSI		

PRELIMINARY
NOT FOR CONSTRUCTION

REV	DATE	BY	DESCRIPTION
0	10/6/23	SPE	15% DESIGN

WARNING
0 1/2 1
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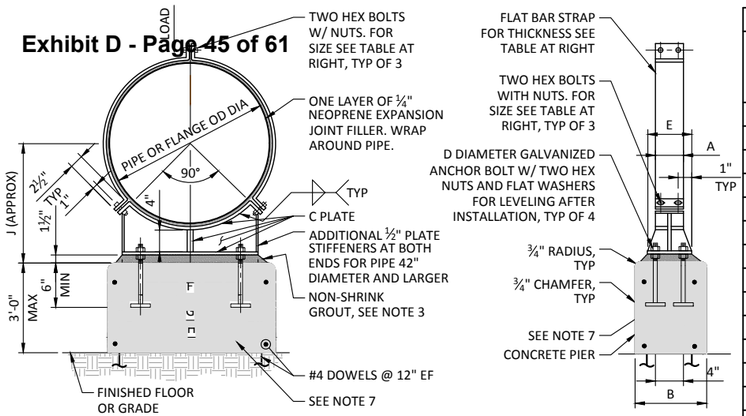
EKLUTNA FISH & WILDLIFE PROJECT
EKLUTNA RIVER RELEASE FACILITY
MECHANICAL EQUIPMENT SCHEDULE

DESIGNED S. ELLENSON
DRAWN J. HOLT
CHECKED J. BOAG
PROJECT DATE 10/6/23

DRAWING
GM001

JOB NO: 000000

Path: C:\Vault\Chugach Electric\Portal Release Structure\GM001.dwg Plot date: Sep 28, 2023 02:09pm, CAD User: HaberFlavia



DIMENSIONS IN INCHES																
NOMINAL PIPE SIZE	A	B	C	D	E	STRAP		SUPPORTING								
						BOLT SIZE	FLAT BAR	PIPE				FLANGE				
								F	G	H	J	F	G	H	J
6	4	12	⅜	⅝	6	½	¼	4½	8	14	10	6½	11	16	13
8	4	12	⅜	⅝	6	½	¼	5	9½	14	11	7½	13	18	14
10	4	12	⅜	⅝	6	½	¼	6	11	16	12	9	15	20	15
12	4	12	⅜	⅝	6	½	¼	7	13	18	13	10	17	22	16
14	4	12	⅜	⅝	6	½	¼	8	13	18	14	11	18	23	17
16	4	12	⅜	⅝	6	½	¼	9	15	21	15	12	20	26	18
18	4	12	⅜	⅝	6	½	¼	10	16	22	16	13	21	26	19
20	5	12	⅜	⅝	6	⅝	⅜	10	18	24	17	15	23	28	21
22	5	12	⅜	⅝	6	⅝	⅜	12	19	24	18	16	25	30	22
24	5	12	⅜	⅝	6	⅝	⅜	13	21	26	19	16	26	32	23
26	5	12	⅜	¾	6	⅝	⅜	14	22	28	20	18	28	34	24
30	5	12	⅜	¾	6	⅝	⅜	16	25	30	22	20	31	36	26
34	5	15	⅜	¾	6	⅝	⅜	18	28	33	24	22	35	41	29
36	6	15	⅜	¾	6	¾	⅜	19	29	34	25	24	36	42	30
42	6	18	½	1	8	¾	⅜	21	33	39	28	27	41	47	33
48	6	18	½	1	8	¾	⅜	24	38	44	31	30	46	52	37
54	6	18	½	1	8	¾	⅜	28	42	48	34	34	50	56	40
60	6	18	½	1⅛	8	¾	⅜	32	46	52	37	36	56	62	44
66	6	18	½	1⅛	8	¾	⅜	33	51	58	40	40	61	68	47
72	6	18	½	1⅛	8	¾	⅜	36	55	62	43	44	65	72	50

NOTES:
1. WHEN SUPPORTING PIPE AND FLANGE ALTERNATELY ON THE SAME LINE, CONCRETE PIERS FOR PIPE SUPPORTS SHALL ALL HAVE THE SAME DIMENSION 'H' FOR FLANGE SUPPORT
2. PIPE SUPPORTS SHALL BE LOCATED IN PLAN AT POINTS MARKED THUS: (X)
3. WHERE DIFFERENTIAL SETTLEMENT IS LIKELY TO OCCUR, OMIT GROUT AS DIRECTED BY THE ENGINEER.
4. GALVANIZE ALL PARTS AFTER FABRICATION.
5. WHERE DIRECTED BY THE STRUCTURAL ENGINEER, BOTTOM OF PIERS SHALL EXTEND BELOW BOTTOM OF SLAB
6. WHERE PIPE SUPPORT OCCURS ON GRADE REFER TO STRUCTURAL DRAWINGS FOR DETAILS.
7. GALVANIZED ANCHOR BOLT OR CONCRETE ANCHOR WITH TWO NUTS AND ONE LOCKWASHER. PROVIDE BAR 4x½x4" WELDED TO BOLT, TYP OF 4. SEE SPECIFICATIONS.

M110 PIPE SUPPORT WITH STRAP

SCALE: NTS

PRELIMINARY
NOT FOR CONSTRUCTION

REV	DATE	BY	DESCRIPTION
0	10/6/23	SPE	15% DESIGN

WARNING
0 1/2 1
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MEA MATANUSKA ELECTRIC ASSOCIATION

MUNICIPALITY OF ANCHORAGE

EKLUTNA FISH & WILDLIFE PROJECT
EKLUTNA RIVER RELEASE FACILITY
MECHANICAL STANDARD DETAILS

DESIGNED S. ELLENSON
DRAWN D. JOHNSTON
CHECKED J. BOAG
PROJECT DATE 10/6/23

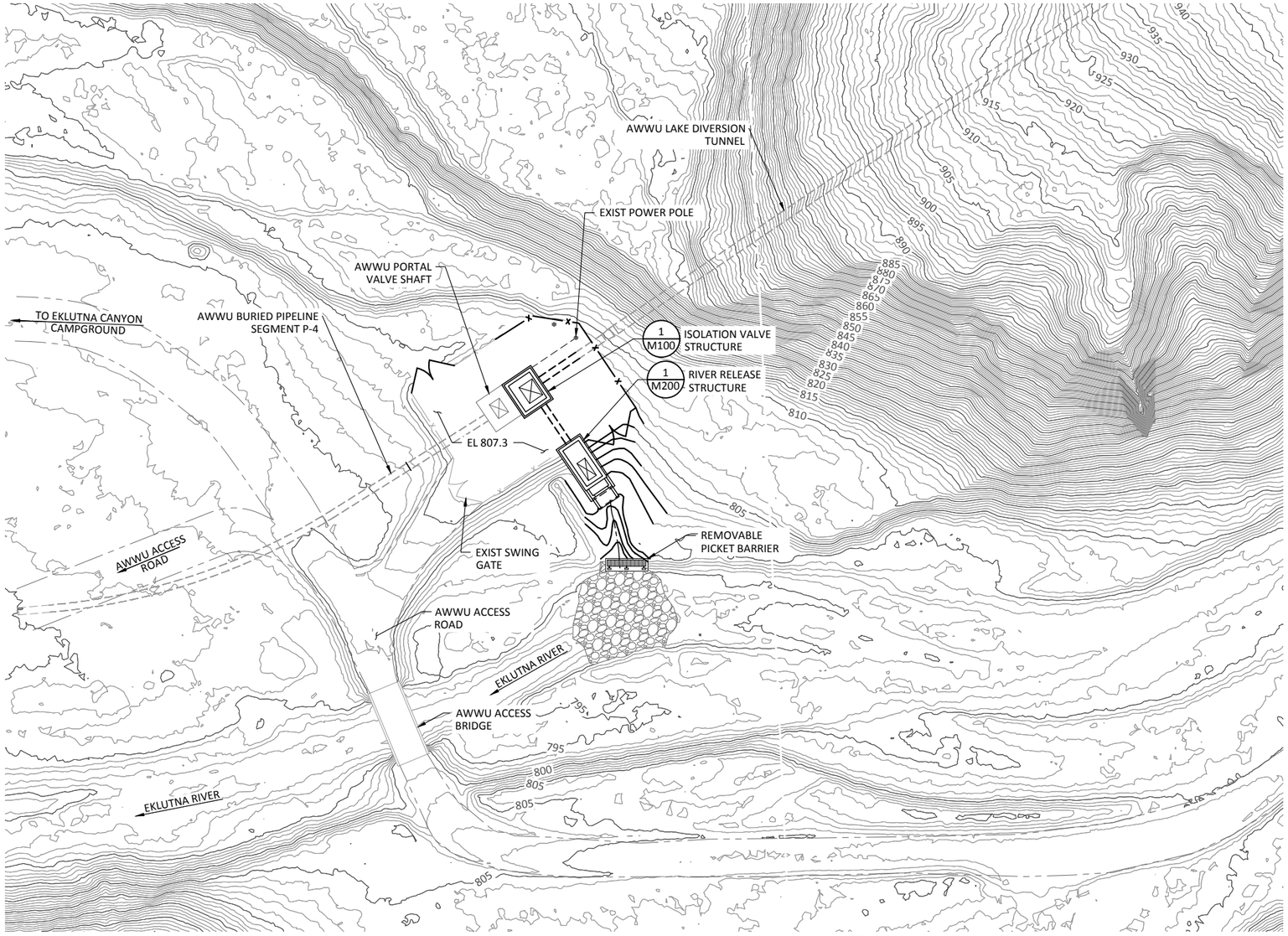
DRAWING
GM002

JOB NO: 000000

Path: C:\Vault\Chugach Electric\Portal Release Structure\GM002.dwg Plot date: Sep 26, 2023 04:49pm, CAD User: HaberFlavia

SHEET NOTES:

1. ELEVATIONS SHOWN ARE IN NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).



MECHANICAL KEY PLAN

SCALE: 1"= 40'

0" 40' 80'

N

PRELIMINARY
NOT FOR CONSTRUCTION

REV	DATE	BY	DESCRIPTION
0	10/6/23	SPE	15% DESIGN

WARNING

0 1/2 1

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EKLUTNA RIVER RELEASE FACILITY

MECHANICAL KEY PLAN

DESIGNED S. ELLENSON

DRAWN J. HOLT

CHECKED J. BOAG

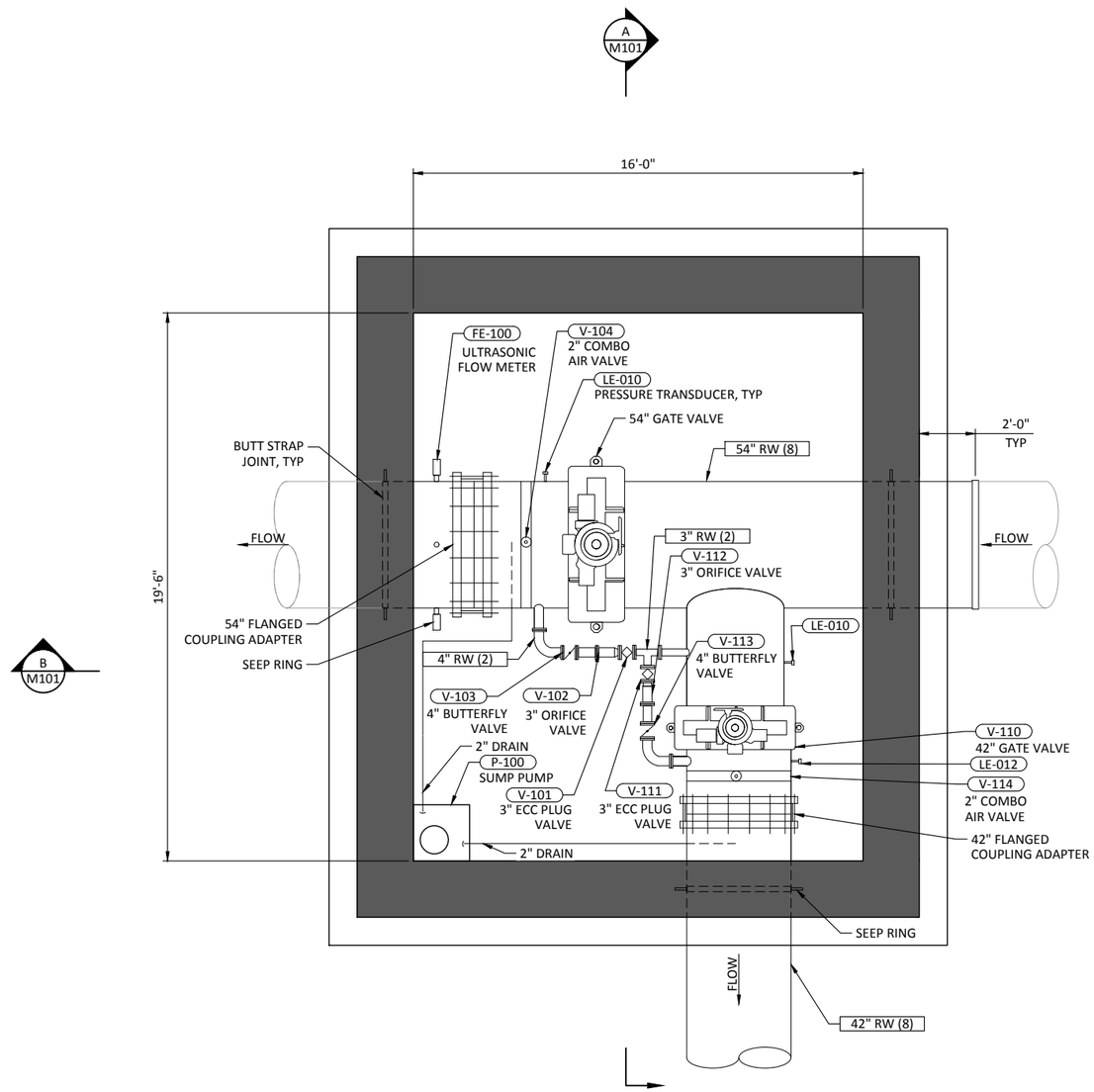
PROJECT DATE 10/6/23

DRAWING

M001

JOB NO: 000000

Path: C:\Vault\Chugach Electric\Portal Release Structure\M001.dwg Plot date: Sep 28, 2023 02:10pm, CAD User: HaberFlavia



1 M001 ISOLATION VALVE STRUCTURE MECHANICAL PLAN

SCALE: 3/8"= 1'-0"

0' 2' 4'

PRELIMINARY
NOT FOR CONSTRUCTION

REV	DATE	BY	DESCRIPTION
0	10/6/23	SPE	15% DESIGN

WARNING

0 1/2 1

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

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CHUGACH POWERING ALASKA'S FUTURE

MEA MATANUSKA ELECTRIC ASSOCIATION

MUNICIPALITY OF ANCHORAGE

EKLUTNA FISH & WILDLIFE PROJECT

EKLUTNA RIVER RELEASE FACILITY

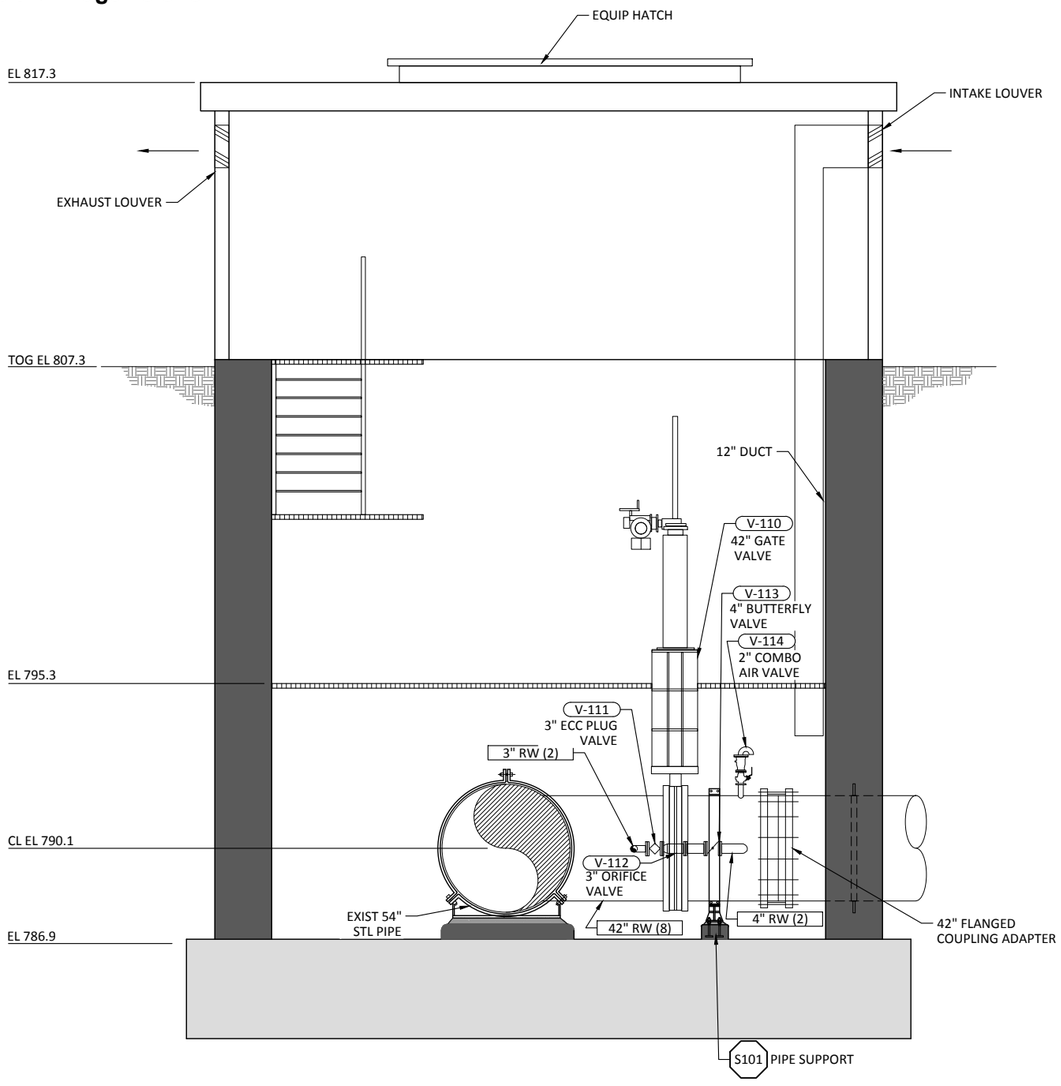
ISOLATION VALVE STRUCTURE
MECHANICAL PLAN

DESIGNED S. ELLENSON
DRAWN J. HOLT
CHECKED J. BOAG
PROJECT DATE 10/6/23

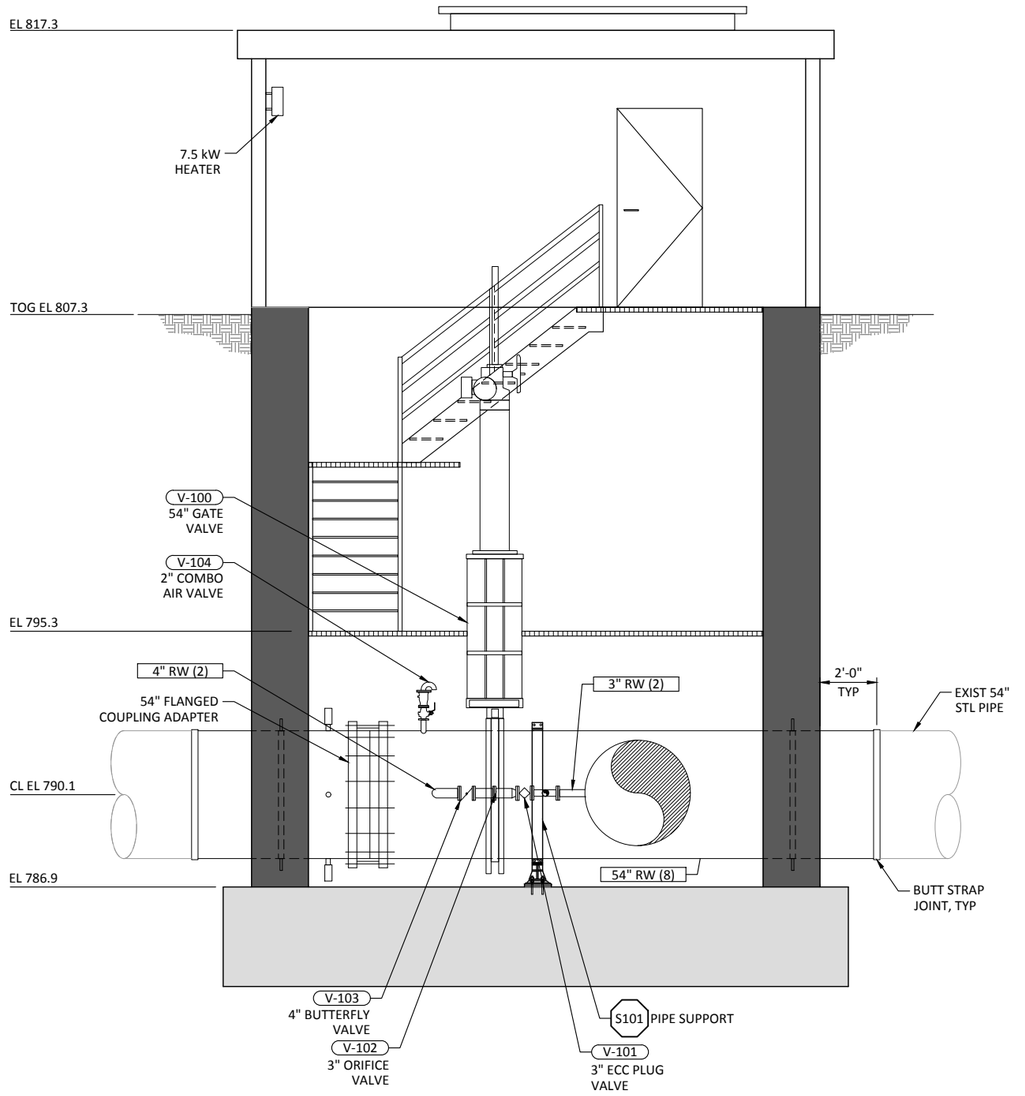
DRAWING
M100

JOB NO: 000000

Path: C:\Vault\Chugach Electric\Portal Release Structure\M100.dwg Plot date: Sep 28, 2023 02:31pm, CAD User: HaberFlavia



A SECTION
SCALE: 3/8"= 1'-0"
0' 2' 4'



B SECTION
SCALE: 3/8"= 1'-0"
0' 2' 4'

PRELIMINARY
NOT FOR CONSTRUCTION

REV	DATE	BY	DESCRIPTION
0	10/6/23	SPE	15% DESIGN

WARNING
0 1/2 1
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EKLUTNA RIVER RELEASE FACILITY

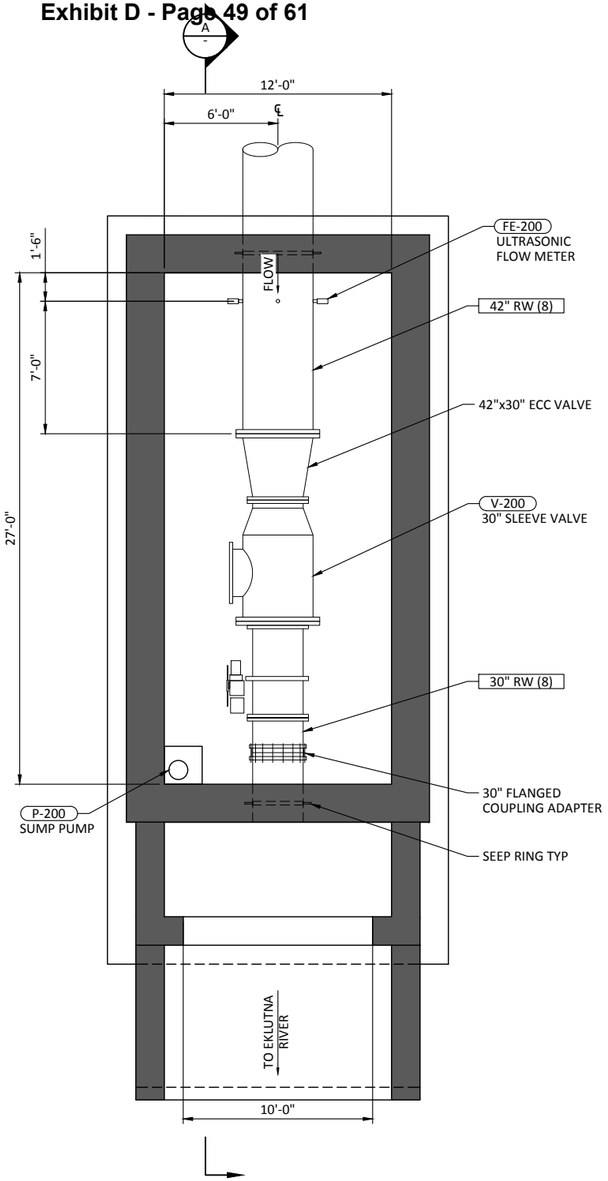
ISOLATION VALVE STRUCTURE MECHANICAL SECTIONS

DESIGNED S. ELLENSON
DRAWN J. HOLT
CHECKED J. BOAG
PROJECT DATE 10/6/23

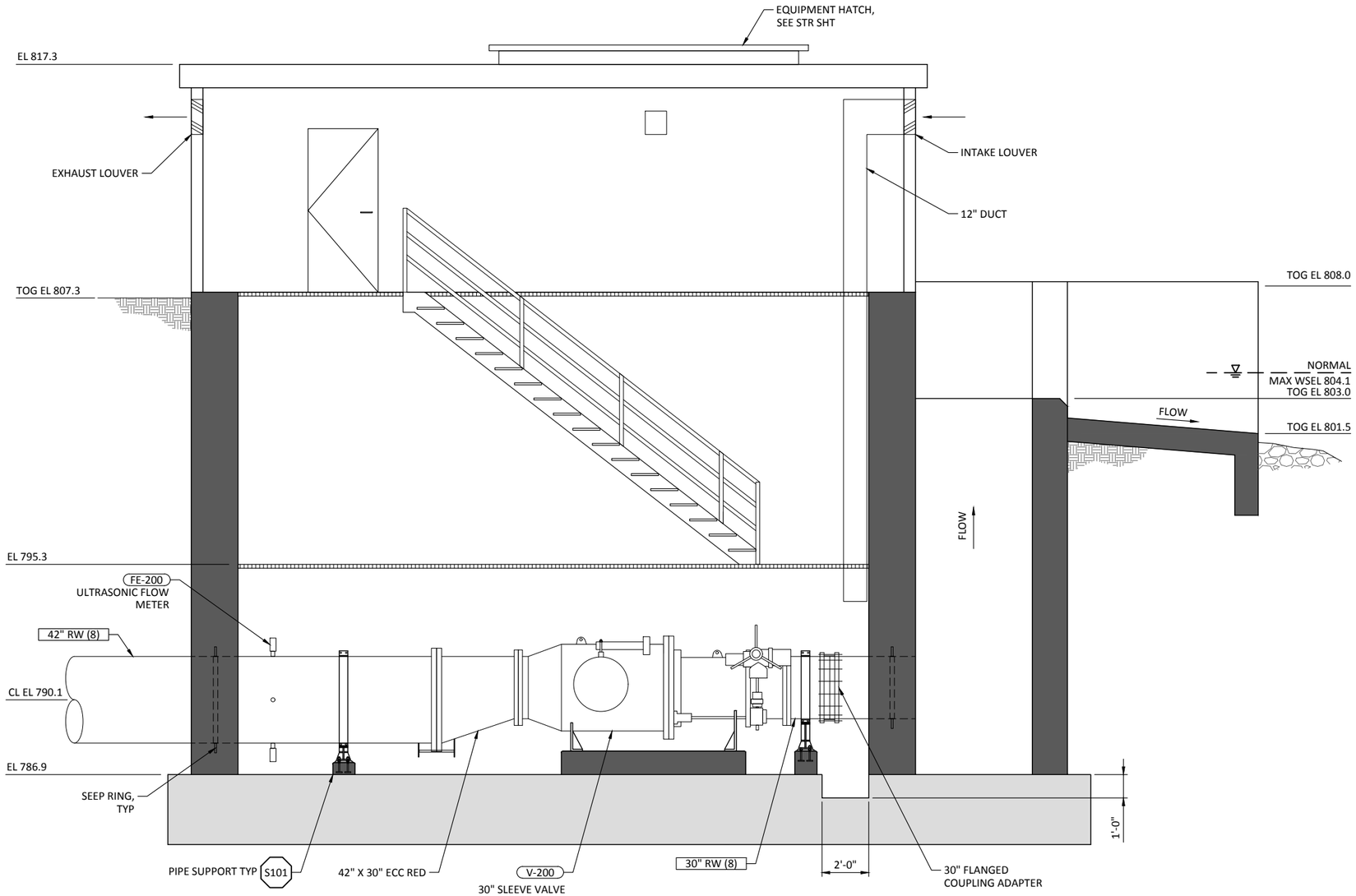
DRAWING
M101

JOB NO: 000000

Path: C:\Vault\Chugach Electric\Portal Release Structure\M101.dwg Plot date: Sep 28, 2023 02:31pm, CAD User: HaberFlavia



1 M001 RIVER RELEASE STRUCTURE PLAN
SCALE: 1/4"= 1'-0"
0' 4' 8'



A - SECTION
SCALE: 3/8"= 1'-0"
0' 2' 4'

PRELIMINARY
NOT FOR CONSTRUCTION

REV	DATE	BY	DESCRIPTION
0	10/6/23	SPE	15% DESIGN

WARNING
0 1/2 1
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EKLUTNA FISH & WILDLIFE PROJECT
EKLUTNA RIVER RELEASE FACILITY

RIVER PORTAL RELEASE VALVE SHAFT MECHANICAL
PLAN, SECTIONS AND DETAIL

DESIGNED S. ELLENSON
DRAWN J. HOLT
CHECKED J. BOAG
PROJECT DATE 10/6/23

DRAWING
M200

JOB NO: 0000000

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IEEE STANDARD CONTROL AND PROTECTION DEVICES FUNCTION NUMBERS

01	MASTER ELEMENT
02	TIME-DELAY STARTING OR CLOSING RELAY (TDPU)
03	CHECKING OR INTERLOCKING RELAY
04	MASTER CONTACTOR
05	STOPPING DEVICE
06	STARTING CIRCUIT BREAKER
07	RATE-OF-CHANGE RELAY
08	CONTROL POWER DISCONNECTING DEVICE
09	REVERSING DEVICE
10	UNIT SEQUENCE SWITCH
11	MULTIFUNCTION DEVICE
12	OVER-SPEED DEVICE
13	SYNCHRONOUS-SPEED DEVICE
14	UNDER-SPEED DEVICE
15	SPEED OR FREQUENCY MATCHING DEVICE
16	DATA COMMUNICATIONS DEVICE
17	SHUNTING OR DISCHARGE SWITCH
18	ACCELERATING OR DECELERATING DEVICE
19	STARTING-TO-RUNNING TRANSITION CONTACTOR
20	ELECTRONICALLY OPERATED VALVE
21	DISTANCE RELAY
22	EQUALIZER CIRCUIT BREAKER
23	TEMPERATURE CONTROL DEVICE
24	VOLTS PER HERTZ RELAY
25	SYNCHRONIZING OR SYNCHRONISM - CHECK DEVICE
26	APPARATUS THERMAL DEVICE
27	UNDERVOLTAGE RELAY
28	FLAME DETECTOR
29	ISOLATING CONTACTOR
30	ANNUNCIATOR RELAY
31	SEPARATE EXCITATION DEVICE
32	DIRECTIONAL POWER RELAY
33	POSITION SWITCH
34	MASTER SEQUENCE DEVICE
35	BRUSH-OPERATING OF SLIP-RING SHORT-CIRCUITING DEVICE
36	POLARITY OR POLARIZING VOLTAGE DEVICE
37	UNDERCURRENT OR UNDERPOWER RELAY
38	BEARING PROTECTIVE DEVICE
39	MECHANICAL CONDITION MONITOR
40	FIELD (OVER/UNDER EXCITATION) RELAY
41	FIELD CIRCUIT BREAKER
42	RUNNING CIRCUIT BREAKER
43	MANUAL TRANSFER OR SELECTOR DEVICE
44	UNIT SEQUENCE STARTING RELAY
45	ATMOSPHERIC CONDITION MONITOR
46	REVERSE-PHASE OR PHASE-BALANCE CURRENT RELAY
47	PHASE-SEQUENCE OR PHASE-BALANCE VOLTAGE RELAY
48	INCOMPLETE SEQUENCE RELAY
49	MACHINE OR TRANSFORMER THERMAL RELAY
50	INSTANTANEOUS OVERCURRENT OR RATE-OF-RISE RELAY
51	AC INVERSE TIME OVERCURRENT RELAY
52	AC CIRCUIT BREAKER
53	EXCITER OR DC GENERATOR RELAY
54	TURNING GEAR ENGAGING DEVICE
55	POWER FACTOR RELAY
56	FIELD APPLICATION RELAY
57	SHORT-CIRCUITING OR GROUNDING DEVICE
58	RECTIFICATION FAILURE RELAY
59	OVERVOLTAGE RELAY
60	VOLTAGE OR CURRENT BALANCE RELAY
61	DENSITY SWITCH OR SENSOR
62	TIME-DELAY STOPPING OR OPENING RELAY (TDDO)
63	PRESSURE SWITCH
64	GROUND DETECTOR RELAY
65	GOVERNOR
66	NOTCHING OR JOGGING DEVICE
67	AC DIRECTIONAL OVERCURRENT RELAY
68	BLOCKING RELAY
69	PERMISSIVE CONTROL DEVICE
70	RHEOSTAT
71	LEVEL SWITCH
72	DC CIRCUIT BREAKER
73	LOAD-RESISTOR CONTACTOR
74	ALARM RELAY
75	POSITION CHANGING MECHANISM
76	DC OVERCURRENT RELAY
77	PULSE TRANSMITTER
78	PHASE-ANGLE MEASURING OR OUT-OF-STEP PROTECTIVE RELAY
79	AC RECLOSING RELAY
80	FLOW SWITCH
81	FREQUENCY RELAY
82	DC RECLOSING RELAY
83	AUTOMATIC SELECTIVE CONTROL OR TRANSFER RELAY
84	OPERATING MECHANISM
85	CARRIER OR PILOT-WIRE RECEIVER RELAY
86	LOCKOUT RELAY
87	DIFFERENTIAL PROTECTIVE RELAY
88	AUXILIARY MOTOR OR MOTOR GENERATOR
89	LINE SWITCH
90	REGULATING DEVICE
91	VOLTAGE DIRECTIONAL RELAY
92	VOLTAGE AND POWER DIRECTIONAL RELAY
93	FIELD-CHANGING CONTACTOR
94	TRIPPING OR TRIP-FREE RELAY
95	RESERVED FOR FUTURE APPLICATION
96	RESERVED FOR FUTURE APPLICATION
97	RESERVED FOR FUTURE APPLICATION
98	CREEP DETECTOR DEVICE
99	RESERVED FOR FUTURE APPLICATION

METERING SYSTEMS AND DEVICES INDEX

A	AMMETER	PB	PUSHBUTTON
AH	AMPERE HOUR METER	PF	POWER FACTOR METER
AS	AMMETER SELECTOR SWITCH	PH	PHASE METER
C	COUNTER	PI	POSITION INDICATOR
CMA	CONTACT MAKING AMMETER	REC	RECORDER
CMC	CONTACT MAKING CLOCK	RF	REACTIVE FACTOR METER
CMV	CONTACT MAKING VOLTMETER	RPM	SPEED INDICATOR
CS	CONTROL STATION	SW	TRANSFER SWITCH
DM	DEMAND METER	SY	SYNCHROSCOPE
ETM	ELAPSE TIME METER	T	TEMPERATURE METER
F	FREQUENCY METER	TLM	TELEMETER
G	GALVANOMETER	TOC	TRUCK-OPERATED CONTACT
GD	GROUND FAULT DETECTOR	TS	TIME SWITCH
KV	KILO-VOLTMETER	V	VOLTMETER
KW	KILO-WATTMETER	VAR	VARMETER
KWH	KILO-WATT HOUR METER	VH	VAR HOUR METER
mA	MILLI-AMMETER (TRANSDUCER)	VS	VOLTMETER SELECTOR SWITCH
MOC	MECHANISM-OPERATED CONTACT	W	WATTMETER
OHM	OHMMETER	WH	WATT HOUR METER
OSC	OSCILLOGRAPH	WHDM	WATT HOUR DEMAND METER

NOTE: "R" IN FRONT OF LETTERS INDICATES A RECORDING TYPE METER.

PILOT - INDICATOR LIGHT INDEX

A	AMBER
B	BLUE
C	CLEAR
G	GREEN
NE	NEON
O	ORANGE
OP	OPALESCENT
P	PURPLE
R	RED
W	WHITE
Y	YELLOW

FIRST LETTER SUFFIX OF IEEE DEVICE DESIGNATION

A	GOVERNOR SYSTEM (OR ACTUATOR SYSTEMS - GATES)
B	BATTERY CHARGING AND MONITORING SYSTEM OR BUS
C	HIGH-VOLTAGE CABLE SYSTEM OR CLOSING RELAY/CONTACTOR
D	DATA ACQUISITION SYSTEM
E	EXCITATION SYSTEM INCLUDING TRANSFORMER AND REGULATOR BUT NOT MAIN FIELD
F	FIRE AND CO2 SYSTEM
G	MAIN GENERATOR INCLUDING AUXILIARY SYSTEMS OR GROUND
G/M	GENERATOR MOTOR INCLUDING AUXILIARY SYSTEMS IN PUMPED STORAGE APPLICATIONS
H	TURBINE OR MAIN PUMP INCLUDING AUXILIARY SYSTEMS
I	ISOLATED AND OTHER POWER BUS SYSTEMS (NOT HIGH VOLTAGE CABLE)
J	POWER CIRCUIT BREAKER INCLUDING AUXILIARY SYSTEMS
K	POWER TRANSFORMER INCLUDING AUXILIARY SYSTEMS
L	ANNUNCIATOR SYSTEM, SECURITY SYSTEM, LINE, OR LOWERING RELAY/CONTACTOR
M	MAIN PUMP MOTOR INCLUDING AUXILIARY SYSTEMS AND VARIABLE SPEED DRIVE
N	AIR (PNEUMATIC) SYSTEM OR NEUTRAL
O	OPENING RELAY/CONTACTOR
P	PENSTOCK OR DISCHARGE LINE SYSTEM
Q	OIL STORAGE, HANDLING, PURIFICATION SYSTEM
R	FIELD FLASHING SYSTEM, PHASE REVERSAL SWITCH INCLUDING AUXILIARY SYSTEM, OR RAISING RELAY/CONTACTOR
S	STATION SERVICE SUBSTATION SYSTEM INCLUDING ENGINE/GENERATOR SYSTEM
T	TONE AND TRANSFER TRIP SYSTEM OR TRANSFORMER
U	UNIT CONTROL CIRCUIT SYSTEM OR UNINTERRUPTIBLE POWER SUPPLY SYSTEM
V	INTAKE AND/OR DISCHARGE VALVE SYSTEM
W	WATER SYSTEMS INCLUDING INTAKE/OUTLET WORKS AND PLANT WATER AND SUMP SYSTEMS
X	DEFINED FOR SYSTEMS UNIQUE TO A FACILITY
Y	DEFINED FOR SYSTEMS UNIQUE TO A FACILITY
Z	DEFINED FOR SYSTEMS UNIQUE TO A FACILITY

SECOND AND SUBSEQUENT LETTER SUFFIXES OF THE IEEE DEVICE DESIGNATION

A	ABNORMAL, A.C., ACCELERATION, ADMISSION, ALARM, AMPERES, AUTOMATIC, AUXILIARIES, PHASE A, ECT.
B	BACKUP, BEARING, BLOCK, BLOWER, BOOSTER, BRAKES, BUS, BUTTON, BYPASS, PHASE B, ETC.
C	CABLE, CARRIER, CHARGER, CHECK, CHLORINATION, CLOSE, COLLECTOR, COMMON, COMPENSATOR, COMPRESSOR, CONTROL, COOLING, CURRENT, CYCLE, CYLINDER, PHASE C, CONVEYOR, ECT.
D	D.C, DECELERATION, DELAY, DEPRESS, DETECTOR, DIELECTRIC, DIFFERENTIAL, DISCHARGE, DISCONNECT, DISCORDANCE, DOMESTIC, DOWN, DOWNSTREAM, DRAFT TUBE, DRAIN, ETC.
E	EJECTOR, ELEVATOR, EMERGENCY, EXPLOSIVE, ETC.
F	FAILURE, FAN, FAULT, FEEDER, FIELD, FILTER, FIRE, FLAME, FLOW, FOLLOWER, FORWARD, FREQUENCY, FULL, FUMES, FUSE, ETC.
G	GAS, GATE, GATING (SCR), GENERATE, GROUND, GUIDE BEARING, ETC.
H	HALON, HAND, HEAT, HEATER, HIGH, HOIST, HORN, HOT, HOUSING, HYDROPNEUMATIC TANK, ETC.
I	INDICATION, INITIAL, INLET, INOUT, INSTANTANEOUS, INTAKE, INTERFACE, INTERLOCK, INTERRUPT, INVERTER, IONIZATION, ETC.
J	JACKING, JET, ETC.
K	KEY, TRANSFORMER
L	LAMPS, LEFT, LEVEL, LIGHTS, LIMITS, LINE, LIQUID, LOCAL, LOGIC, LOSS, LOUVERS, LOW, LOWER, LUBRICATION, ETC.
M	MAIN, MALFUNCTION, MANUAL, METER, METERING, MOTOR, ETC.
N	NEGATIVE, NETWORK, NEUTRAL, NORMAL, ETC.
O	OPEN, OUTLET, OUTPUT, ETC.
P	PACKING BOX, PARALLEL, PARAMETER, PENSTOCK, PHASE, PHASEBACK, PILOT, PIT, POSITION, POTENTIAL, POTHEAD, POWER, PRESSURE, PRIMARY, PROTECTION, PULSE, PUMP, PURIFICATION, PUSH, ETC.
Q	OIL, ETC.
R	RAISE, REACTOR, RECLOSE, RECORD, RECTIFIER, REED, REFRIGERATION, REGULATE, RELAY, RELEASE, RELIEF, REMOTE, RESERVOIR, RESET, RESISTOR, RIGHT, ROTATION, ROTOR, RUNNER, ETC.
S	SEALS, SECONDARY, SELECTOR, SEWAGE, SHORTING, SHUTDOWN, SIGNAL, SKIMMER, SLUDGE, SMOKE, SOLENOID, SPEED, SPIRAL OR SCROLL CASE, SPLICE, STABILIZER, STANDBY, STARTING, STATOR, STEPPING, STORAGE, STRAINER, SUCTION, SUMP, SUPPLY, SWITCH, SYNCHRONIZING, ETC.
T	TANK, TEMPERATURE, TEST, THERMAL, THRUST BEARING, THYRATRON, TIE, TIME, TRANSDUCER, TRANSER, TRANSMITTER, TRIP, TROUBLE, TRASHRAKE, ETC.
U	UNIT, UNLOADER, UNWATERING, UP, UPPER, UPSTREAM, ETC.
V	VALVE, VARS, VIBRATION. VOLTAGE, ETC.
W	WATER, WATTS, WINDINGS, ETC.
X	AUXILIARY DEVICE, ETC.
Y	AUXILIARY TO DEVICE X, ANTIPUMP RELAY, ETC.
Z	AUXILIARY TO DEVICE Y

ABBREVIATIONS

A, AMP	AMP, AMPERE
AAAC	ALL ALUMINUM ALLOY CONDUCTOR
AC	ALTERNATING CURRENT
AF	AMPERE FRAME SIZE
AFD	ADJUSTABLE FREQUENCY DRIVE
AFF	ABOVE FINISHED FLOOR
AH	AMPERE HOURS
AHJ	AUTHORITY HAVING JURISDICTION
AHU	AIR HANDLING UNIT
AL	ALUMINUM
A/R	AS REQUIRED
AT	AMPERE TRIP
ATS	AUTOMATIC TRANSFER SWITCH
AVR	AUTOMATIC VOLTAGE REGULATOR
BAT	BATTERY
C	CONDUIT
CB	CIRCUIT BREAKER
CKT	CIRCUIT
CLF	CURRENT LIMITING FUSE
CO	CONDUIT ONLY
CP	CONTROL PANEL
CPT	CONTROL POWER TRANSFORMER
CR	CONTROL RELAY
CS	CONTROL SWITCH
CT	CURRENT TRANSFORMER
DC	DIRECT CURRENT
DCS	DISTRIBUTED CONTROL SYSTEM
DISC	DISCONNECT
DP	DISTRIBUTION PANEL
DPDT	DOUBLE-POLE, DOUBLE-THROW
DPST	DOUBLE-POLE, SINGLE-THROW
EDH	ELECTRIC DUCT HEATER
EG	ENGINE GENERATOR
EPT	EXCITATION POWER TRANSFORMER
EUH	ELECTRIC UNIT HEATER
EV	ELECTRICAL VAULT
F, FU	FUSE
FA	FIRE ALARM
FACP	FIRE ALARM CONTROL PANEL
FAS	FIRE ALARM SYSTEM
FREQ	FREQUENCY
FS	FLOAT SWITCH
FT	FLOW TRANSMITTER
FVNR	FULL VOLTAGE NON-REVERSING
FVR	FULL VOLTAGE REVERSING
GEN	GENERATOR
GFI	GROUND-FAULT INTERRUPTION
GFP	GROUND-FAULT PROTECTION
GND	GROUND
GPR	GENERATOR PROTECTION RELAY
GSU	GENERATOR STEP-UP TRANSFORMER
HMI	HUMAN-MACHINE INTERFACE
HOA	HAND-OFF-AUTO
HOR	HAND-OFF-REMOTE
HPU	HYDRAULIC POWER UNIT
HTR	HEATER
HZ	HERTZ (CYCLES PER SECOND)
IC	INTERRUPTING CAPACITY
I & C	INSTRUMENTATION AND CONTROL
I/O	INPUT/OUTPUT
INST	INSTANTANEOUS
INTLK	INTERLOCK
IP	INTERNET PROTOCOL
K	KEY INTERLOCK
kV	KILOVOLTS
kVA	KILOVOLT AMPERES (APPARENT POWER)
kVAR	KILOVARS (REACTIVE POWER)
kW	KILOWATTS (REAL POWER)
kWH	KILOWATT HOUR
LC	LIGHTING CONTROLLER
LCP	LOCAL CONTROL PANEL
LE	LEVEL ELEMENT
LIT	LEVEL INDICATING TRANSMITTER
LOR	LOCAL-OFF-REMOTE
LP	LIGHTING PANEL
LS	LEVEL SWITCH
LT	LEVEL TRANSMITTER
mA	MILLIAMPERES
M	MOTOR, MAN, MANUAL
MAG	MAGNETIC
MCC	MOTOR CONTROL CENTER
MDP	MAIN DISTRIBUTION PANEL
MFM	MULTIFUNCTIONAL METER
MPR	MOTOR PROTECTION RELAY
MTS	MANUAL TRANSFER SWITCH
mV	MILLIVOLTS
MVA	MEGAVOLT AMPERES (APPARENT POWER)
MVAR	MEGAVARS (REACTIVE POWER)
MW	MEGAWATTS (REAL POWER)
MWH	MEGAWATT HOUR
NEUT	NEUTRAL
NGR	NEUTRAL GROUNDING RESISTOR
OHM	OHMMETER
OL	OVERLOAD
OPER	OPERATOR, OPERATED
PB	PANELBOARD, PULLBOX, PUSH BUTTON
PC	PHOTOCELL
PCB	POWER CIRCUIT BREAKER
PCC	POINT OF COMMON CONNECTION
PF	POWER FACTOR
PH, Ø	PHASE
PMP	PUMP
PNL	PANEL
PLC	PROGRAMMABLE LOGIC CONTROLLER
POI	POINT OF INTER-CONNECTION
PS	PRESSURE SWITCH
PTT	PUSH-TO-TEST
PWR	POWER
R	RELAY, REVERSE, RUN
RCP	RECEPTACLE
RIO	REMOTE I/O
RTD	RESISTANCE TEMPERATURE DETECTOR
RVNR	REDUCED VOLTAGE NON-REVERSING
RVR	REDUCED VOLTAGE REVERSING
S	SYNC SCOPE
SA	SURGE ARRESTER
SC	SURGE CAPACITOR
SDP	STANDBY DISTRIBUTION PANEL
SEL	SELECTOR, SCHWEITZER ENGINEERING LABORATORIES
SPD	SURGE PROTECTION DEVICE
SPDT	SINGLE-POLE, DOUBLE-THROW
SPST	SINGLE-POLE, SINGLE-THROW
S/S	STATION SERVICE
SV	SOLENOID VALVE
SW	SWITCH
SWBD	SWITCHBOARD
SWGR	SWITCHGEAR
T	THERMOSTAT
TB	TERMINAL BLOCK, TERMINAL BOX
TD	TEMPERATURE DETECTOR, TIME DELAY
TEL	TELEPHONE
TS	THERMOSTAT
TSP	TWISTED SHIELDED PAIR
TST	TWISTED SHIELDED TRIAD
TX	TRANSMITTER
UH	UNIT HEATER
UP	UTILITY POWER
UPS	UNINTERRUPTIBLE POWER SUPPLY
V	VOLTS
VAC	VOLTS ALTERNATING CURRENT
VC	VIDEO CAMERA
VCB	VACUUM CIRCUIT BREAKER
VDC	VOLTS DIRECT CURRENT
VFD	VARIABLE FREQUENCY DRIVE
W	WIRE, WATTS
WP	WEATHER PROOF
XD	TRANSDUCER
XFMR	TRANSFORMER
XLP	CROSS LINKED POLYETHYLENE
XP	EXPLOSION PROOF

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EKLUTNA FISH & WILDLIFE PROJECT
EKLUTNA RIVER RELEASE FACILITY

ELECTRICAL ABBREVIATIONS AND DEVICE INDEXES

DESIGNED C. CURTIS
DRAWN J. HOLT
CHECKED J. BAKKEN
PROJECT DATE 10/6/23

DRAWING
GE001

JOB NO: 000000

Path: C:\Vault\Chugach Electric\Portal Release Structure\GE001.dwg Plot date: Sep 26, 2023 05:07pm, CAD User: HaberFlavia

DIAGRAMS

HIGH - MEDIUM VOLTAGE SWITCHING

- POWER CIRCUIT BRK, DRAWOUT
- POWER CIRCUIT BRK, NON-DRAWOUT
- HV ISOLATING SW MOTOR OPERATED
- HV INTERRUPTER SW FUSED
- CENTER-BREAK SW MOTOR OPERATED
- DUAL-BREAK SW MOTOR OPERATED
- LOAD-BREAK SW MOTOR OPERATED
- HORN GAP SW

TRANSFORMERS:

- POWER XFMR
- MAG CORE XFMR
- LOAD TAP CHANGING XFMR
- SPLIT SECONDARY XFMR
- AUTO-XFMR

INSTRUMENT TRANSFORMERS:

- POTENTIAL XFMR
- POTENTIAL XFMR DUAL SECONDARY
- (3) 800:5 — CURRENT XFMR, QTY & RATIO AS INDICATED
- (1) 50:5 — CORE BALANCE CURRENT XFMR RATIO AS INDICATED
- (3) 800:5 — BUSHING CURRENT XFMR, QTY & RATIO AS INDICATED
- kWH — KILOWATT-HOUR METER

MACHINES:

- M / XXHP — MOTOR-DC
- M / XXHP — MOTOR-AC
- G / XXKW XXPF — AC GENERATOR

TRANSFORMERS WINDING CONNECTIONS:

- DELTA 3PH3W
- DELTA CENTER TAP GND 3PH4W
- DELTA CORNER GRD 3PH3W
- BROKEN DELTA 3PH2W
- OPEN DELTA 2PH2W
- WYE 3PH3W
- WYE GRD 3PH4W
- ZIG-ZAG 3PH3W
- ZIG-ZAG GRD 3PH4W

HIGH - MEDIUM VOLTAGE DEVICES

- L/A OR — LIGHTNING ARRESTER
- WT — WAVE TRAP
- M / 57 — GROUND SW MOTOR OPER
- MV CABLE TERMINATION
- CABLE POTHEAD OIL-FILLED

MISC DEVICES & CONNECTIONS:

- IN/OUT LINE
- 01 02 — PROTECTIVE DEVICE ELEMENT, SEE DEVICE FUNCTION INDEX
- TEST SWITCH
- TEST SWITCH, CURRENT SHORTING
- BATTERY
- GROUND
- DISCONNECTING DEVICE
- NEUTRAL CONNECTION
- ISOL PH BUS FLEX CONN
- ISOL PH BUS REMOVEABLE LINK

MISC DEVICES & CONNECTIONS:

- DEVICE TERMINAL POINT
- TERMINAL BLOCK
- EXTERNAL EQUIPMENT INTERCONNECTION
- XX XX — RELAY, SOLENOID, OR CONTACTOR COIL
- TD XX — TRANSDUCER
- I XX — INDICATING METER
- TLM XX — TELEMETRY
- X — PUSH-TO-TEST LIGHT
- X — PILOT/INDIC LIGHT
- XA — FUSE, SIZE AS INDICATED
- FUSE DUMMY
- XA — DISC SW FUSED
- FUSIBLE LINK
- CAPACITOR
- 3% — REACTOR
- RES — RESISTOR
- RES — RESISTOR VARIABLE
- OR — HEATER ELEMENT
- RECTIFIER SOLID STATE
- AC / DC+ / DC- / AC — RECTIFIER FULLWAVE
- DC BRAKE
- GROUND
- CHASSIS GROUND
- CURRENT SHUNT

LOW VOLTAGE SWITCHING:

- DISCONNECTING SWITCH, MANUALLY GANG-OPERATED
- MOLDED CASE OR AIR CIRCUIT BREAKER
- CONTACTOR WITH THERMAL OL TRIP
- CONTACTOR WITH MAGNETIC OL TRIP
- CONTACTOR WITH THERMAL AND MAGNETIC OL TRIP
- E — CIR BKR DRAWOUT ELEC OPER
- E — CIR BKR THERMO O/L DRAWOUT ELEC OPER
- E — CIR BKR MAG O/L DRAWOUT ELEC OPER
- E — CIR BKR THERMO/MAG O/L DRAWOUT ELEC OPER

SELECTOR:

J, K / A1, A2

	J	K
A1	X	
A2		X

TWO-POSITION X-CONTACT CLOSED

J, K, L / A1, A2

	J	K	L
A1	X		
A2			X

THREE-POSITION X-CONTACT CLOSED

A, B / 1, 2, 3, 4

CONTACTS	SELECTOR POSITION A, BUTTON FREE	A, BUTTON CONTACTS	B, BUTTON FREE	B, BUTTON CONTACTS
1-2	X			
3-4		X	X	X

TWO-POSITION SELECTOR PUSHBUTTON X-CONTACT CLOSED

CONTROL SWITCHING:

- XX — PB SWITCH NORM OPEN
- XX — PB SWITCH NORM CLOSED
- XX OFF MAN AUTO — SELECTOR SWITCH
- XX — LIMIT SW NORM OPEN
- XX — LIMIT SW NORM CLOSED
- XX — LIMIT SW NORM OPEN HELD CLOSED
- XX — LIMIT SW NORM CLOSED HELD OPEN
- SOLENOID
- XX — CONTACT NORM OPEN
- XX — CONTACT NORM CLOSED
- XX — FLOW OPER NORM OPEN
- XX — FLOW OPER NORM CLOSED
- XX — LEVEL OPER NORM OPEN
- XX — LEVEL OPER NORM CLOSED
- XX — SWITCH NORM OPEN
- XX — SWITCH NORM CLOSED
- XX — TEMP ACT SW NORM OPEN
- XX — TEMP ACT SW NORM CLOSED
- XX — FOOT OPER NORM OPEN
- XX — FOOT OPER NORM CLOSED
- XX — PRESS OPER NORM OPEN
- XX — PRESS OPER NORM CLOSED

PRELIMINARY
NOT FOR CONSTRUCTION

MOMENTARY CONTACTS:

- NO / NC — SINGLE CIRCUIT
- NO & NC — DOUBLE CIRCUIT

MAINTAINED CONTACTS:

- TWO SINGLE CIRCUIT
- ONE DOUBLE CIRCUIT
- ESS — E-STOP, 2NC

INSTANT OPERATION CONTACTS WITH BLOWOUT
- XA — NO
- XA — NC

INSTANT OPERATION CONTACTS WITHOUT BLOWOUT
- XA — NO
- XA — NC

TIMED CONTACTS - CONTACT ACTION DELAYED AFTER COIL IS ENERGIZED
- NOTC — XX SEC
- NCTC — XX SEC

TIMED CONTACTS - CONTACT ACTION DELAYED AFTER COIL IS DE-ENERGIZED
- NOTC — XX SEC
- NCTC — XX SEC

SUPPLEMENTARY CONTACTS SYMBOLS:

- SPST, NO SINGLE-BREAK
- SPST, NO DOUBLE-BREAK
- SPST, NC SINGLE-BREAK
- SPST, NC DOUBLE-BREAK
- SPDT, SINGLE-BREAK
- SPDT, DOUBLE-BREAK
- DPST, NO, SINGLE-BREAK
- DPST, NO, DOUBLE-BREAK
- DPST, NC, SINGLE-BREAK
- DPST, NC, DOUBLE-BREAK
- DPST, NC, DOUBLE-BREAK
- DPDT, SINGLE-BREAK
- DPDT, DOUBLE-BREAK

NOTE:

1. "X" OR "XX" SHOWN ON SYMBOLS WILL BE SUBSTITUTED WITH DEVICE FUNCTION NUMBERS, LETTER SUFFIXES, PILOT LIGHT COLORS, OR OTHER DESCRIPTIVE TEXT, WHICH ARE DEFINED ELSEWHERE IN THESE LEGEND DRAWINGS.

REV	DATE	BY	DESCRIPTION
0	10/6/23	SPE	15% DESIGN

WARNING
0 1/2 1
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CHUGACH POWERING ALASKA'S FUTURE

MEA MATANUSKA ELECTRIC ASSOCIATION

MUNICIPALITY OF ANCHORAGE

EKLUTNA FISH & WILDLIFE PROJECT

EKLUTNA RIVER RELEASE FACILITY

ELECTRICAL STANDARD SYMBOLS 1

DESIGNED C. CURTIS
DRAWN J. HOLT
CHECKED J. BAKKEN
PROJECT DATE 10/6/23

DRAWING
GE002

JOB NO: 000000

Path: C:\Vault\Chugach Electric\Portal Release Structure\GE002.dwg Plot date: Sep 28, 2023 02:48pm, CAD User: HaberFlavia

PRIVATE TELEPHONE SYSTEM

- SB SWITCHBOARD
- TC TERMINAL CABINET
- D DESK PHONE
- W WALL PHONE

PRIVATE ETHERNET NETWORK SYSTEM

- DATA JACK
- VOICE/DATA JACK

PAGE/SOUND SYSTEM

- A AMPLIFIER
- S SPEAKER, WALL MTD
- S SPEAKER, CEIL MTD
- H HORN, WALL MTD
- H HORN, CEIL MTD
- MIC MICROPHONE
- P HANDSET

INTRUSION ALARM/ACCESS SYSTEM

S A — SECURITY ALARM
- A POINT OF CONTACT
- C SECURITY PROXIMITY CARD READER (+48" AFF)
- E SECURITY ELEVATOR LOCKOUT CONTROL
- K SECURITY KEYPAD
- P SECURITY PANIC BUTTON (MOUNT UNDER CABINET)

SC D — SECURITY DOOR CONTACT
- D INTEGRAL TO DOOR HARDWARE OR HINGE. SEE ARCHITECTURAL DOOR HARDWARE SCHEDULE
- S SURFACE MOUNTED CONTACT/MAGNET COMBO WITH TAMPER RESISTANT METAL-CLAD PIGTAIL.
- M FULLY RECESSED CONTACT/MAGNET COMBO INSTALLED IN DOOR FRAME HEADER/TOP OF DOOR.

SL D — SECURITY DOOR LOCK CONNECTION (LOCK BY OTHERS)
- D INTEGRAL TO DOOR HARDWARE OR HINGE. SEE ARCHITECTURAL DOOR HARDWARE SCHEDULE
- S ELECTRICAL STRIKE IN DOOR FRAME LATCH.
- M MAGNETIC LOCK ON DOOR FRAME HEADER.

S M — SECURITY MOTION SENSOR - ARROW INDICATES DIRECTION OF SENSING; 360° INDICATES SENSING IN ALL DIRECTIONS

SM — SECURITY MONITOR AND MULTIPLEXOR/DVM

REX D — REQUEST TO EXIT SIGNAL DEVICE
- D INTEGRAL TO DOOR HARDWARE OR HINGE. SEE ARCHITECTURAL DOOR HARDWARE SCHEDULE
- P PASSIVE INFRARED DETECTOR MOUNTED ABOVE DOOR FRAME. PROVIDE J-BOX TYPE 'B' HORIZONTALLY MOUNTED 6" ABOVE DOOR.

P — POWERED DOOR OPERATOR ACTUATOR

CCTV SYSTEM

- CCTV — CAMERA FIXED POSITION
- PTZ CCTV — CAMERA, PAN-TILT-ZOOM
- CCTV — CCTV MONITOR
- CCTV — CCTV MONITOR

LOW VOLTAGE ELECTRICAL MATERIALS

- CB CIRCUIT BREAKER SWITCH
- UF UNFUSED DISCONNECT SWITCH
- F FUSED DISCONNECT SWITCH
- MOTOR STARTER MANUAL
- MOTOR STARTER MAGNETIC
- CB MOTOR STARTER MAG. COMBINATION C.B. SW.
- F MOTOR STARTER MAG. COMBINATION FUSED D.S.
- VFD VARIABLE FREQUENCY DRIVE
- PUSHBUTTON SW. EMERG. STOP
- PUSHBUTTON SW. STOP/START
- PUSHBUTTON STATION
- SELECTOR SWITCH
- CS CONTROL STATION
- FS FLOAT SWITCH
- LI LEVEL SWITCH
- BI BIN LEVEL SWITCH
- LS LIMIT SWITCH
- PS PRESSURE SWITCH
- PE ELECTRICAL/PNEUMATIC SWITCH
- PT PRESSURE TRANSMITTER
- SV SOLENOID VALVE
- T THERMOSTAT
- TS TEMPERATURE SWITCH
- 2 MOTOR
- POINT OF CONNECTION
- J JUNCTION BOX OR CONDUIT FITTING

$ — WALL SWITCH
- (1a) NUMBER & LETTER IN PARENTHESES INDICATES PANELBOARD CIRCUIT & SWITCHING ZONE
- 3 THREE WAY
- 4 FOUR WAY
- D DIMMER
- OS OCC SENSOR
- T TIMER
- XP EXPLOSIVE PROOF
- WP WATERPROOF

$ M — MOTOR SWITCH
- M MOTOR RATED TOGGLE SWITCH WITHOUT OVERLOADS
- MS MANUAL MOTOR STARTER WITH OVERLOADS

- DS DAYLIGHT SENSOR
- OS WALL MOUNTED OCCUPANCY SENSOR
- OS CEILING MOUNTED OCCUPANCY SENSOR
- PC PHOTOCELL, SUBSCRIPT INDICATES CIRCUIT

CONVENIENCE RECEPTACLE - DUPLEX
- C CLOCK
- CR CORROSION RESISTANT
- GFI GROUND FAULT INTERRUPTER
- TL TWIST LOCK, NEMA CONFIGURATION AS INDICATED
- U UPS FED
- WP WEATHERPROOF

SUBSCRIPT NUMBER AT RECEPTACLE INDICATES CIRCUIT

- QUADRUPLEX RECEPTACLE
- SINGLE RECEPTACLE
- FLOOR RECEPTACLE
- SPECIAL PURPOSE RECEPTACLE, NEMA CONFIGURATION AS INDICATED

SITE ELECTRICAL

- POLE CONCRETE
- POLE WOOD
- POLE MOUNTED TRANSFORMER
- DOWN GUY
- SIDEWALK GUY
- M MANHOLE
- H HANDHOLE
- V VAULT
- S PAD MOUNTED SWITCH
- T TRANSFORMER VAULT
- PAD MOUNTED TRANSFORMER

GROUNDING

- GROUND ROD
- GROUND ROD WITH ACCESS BOX
- GROUND CONNECTION EXOTHERMIC
- GROUND CONNECTION MECHANICAL BOLTED
- GROUND CONNECTION COMPRESSION
- GROUND COIL (PIGTAIL) 5'0" (1.5M)
- GROUND GRADIENT MAT (SAFETY MAT) 4'X 4'
- GROUND GRADIENT MAT (SAFETY MAT) 4'X 6'

ELECTRICAL LIGHTING FIXTURES

- SURFACE/PENDANT LINEAR FIXTURE
- SURFACE/PENDANT LINEAR FIXTURE WITH BATTERY BACKUP
- RECESSED LINEAR FIXTURE
- RECESSED LINEAR FIXTURE WITH BATTERY BACKUP
- DOWNLIGHT FIXTURE SURFACE/PENDANT CEILING MOUNT
- DOWNLIGHT OR SCONCE FIXTURE SURFACE WALL MOUNT
- R DOWNLIGHT FIXTURE RECESSED CEILING MOUNT
- R DOWNLIGHT OR SCONCE FIXTURE RECESSED WALL MOUNT
- H HAZARDOUS AREA LIGHT FIXTURE CEILING MOUNT
- EXIT SIGN, ARROW INDICATES DIRECTION SURFACE/PENDANT CEILING MOUNT, FILLED QUARTER INDICATES NON-INDICATING FACE
- EXIT SIGN, ARROW INDICATES DIRECTION SURFACE WALL MOUNT, FILLED QUARTER INDICATES NON-INDICATING FACE
- R EXIT SIGN, ARROW INDICATES DIRECTION RECESSED WALL MOUNT, FILLED QUARTER INDICATES NON-INDICATING FACE

- R EMERGENCY DOWNLIGHT FIXTURE SURFACE/PENDANT CEILING MOUNT
- EMERGENCY DOWNLIGHT OR SCONCE FIXTURE SURFACE WALL MOUNT
- R EMERGENCY DOWNLIGHT FIXTURE RECESSED CEILING MOUNT
- R EMERGENCY DOWNLIGHT OR SCONCE FIXTURE RECESSED WALL MOUNT
- EMERGENCY LIGHTING UNIT, 1 HEAD
- EMERGENCY LIGHTING UNIT, 2 HEAD
- EMERGENCY LIGHTING UNIT, 3 HEAD
- SURFACE MTD. DISTR. PANELBOARD
- FLUSH MTD. DISTR. PANELBOARD
- LF-1 — LF-1 — POLE-MOUNTED AREA LIGHT, NUMBER OF FIXTURES AND CONFIGURATION AS SHOWN AND PER SCHEDULE
- A (2a) — LETTER NEXT TO LUMINAIRE INDICATES TYPE PER SCHEDULE. NUMBER AND LOWER CASE LETTER IN PARENTHESES INDICATES CIRCUIT AND SWITCHING ZONE IN PANELBOARD.

PLAN LINETYPES AND CONVENTIONS

- EXPOSED CONDUCTOR/CONDUIT
- CONCEALED/EMBEDDED CONDUCTOR/CONDUIT
- CONDUCTOR/CONDUIT DOWN
- CONDUCTOR/CONDUIT UP
- G — GROUNDING ELECTRODE CONDUCTOR, BARE COPPER
- G — GROUND CONNECTION, EXOTHERMIC OR WELDED
- G — GROUND CONNECTION, BOLTED
- EOH — OH POWER
- EUG — UG POWER
- [3/4"C, 3#12, 1#12G] — CIRCUIT CALLOUT, CONDUIT AND CONDUCTOR SIZES AS INDICATED; "n-" IN FRONT OF CALLOUT INDICATES "n" PARALLEL SETS
- RXX — RACEWAY CALLOUT, INDEX NUMBER AS INDICATED IN RACEWAY SCHEDULE

DIAGRAM LINETYPES AND CONVENTIONS

- ENCLOSURE
- CONDUCTOR, CABLE, CIRCUIT, OR BUS
- INTERCONNECTION WITH EXTERNAL EQUIPMENT
- GANG OPERATED INTERLOCK
- OR — CONDUCTOR, CROSSING OF PATHS OR CONDUCTORS NOT CONNECTED
- CONDUCTOR, JUNCTION OF CONNECTED PATHS, CONDUCTORS OR WIRES

PRELIMINARY
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REV	DATE	BY	DESCRIPTION
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WARNING
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CHUGACH — POWERING ALASKA'S FUTURE

MEA — MATANUSKA ELECTRIC ASSOCIATION

MUNICIPALITY OF ANCHORAGE

EKLUTNA FISH & WILDLIFE PROJECT
EKLUTNA RIVER RELEASE FACILITY

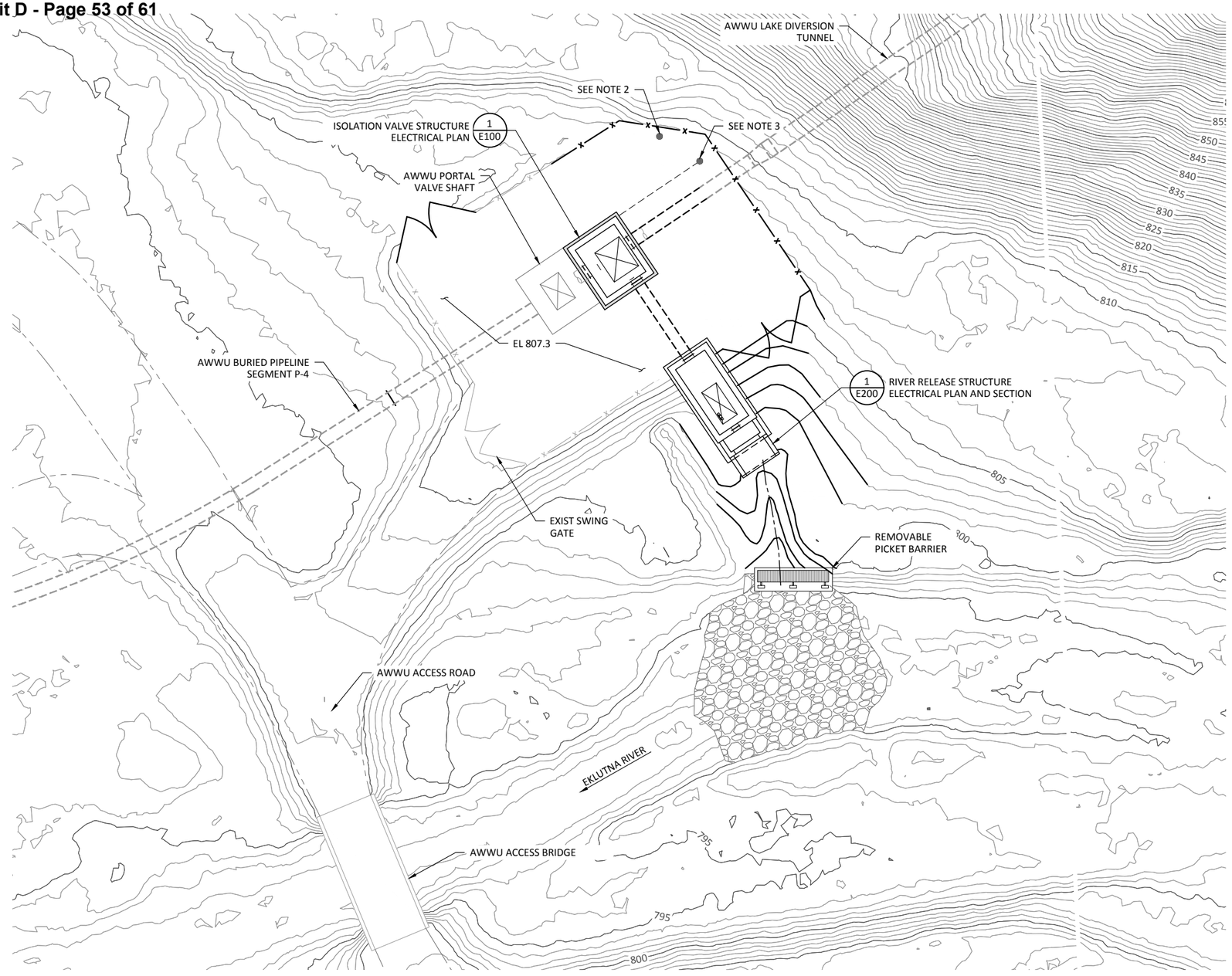
ELECTRICAL STANDARD SYMBOLS 2

DESIGNED C. CURTIS
DRAWN J. HOLT
CHECKED J. BAKKEN
PROJECT DATE 10/6/23

DRAWING
GE003

JOB NO: 000000

Path: C:\Vault\Chugach Electric\Portal Release Structure\GE003.dwg Plot date: Sep 26, 2023 05:08pm, CAD User: HaberFlavia



ELECTRICAL SITE AND KEY PLAN
SCALE: 1"= 20'

0" 20' 40'

N

SHEET NOTES:

1. ELEVATIONS SHOWN ARE IN NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
2. EXISTING 7.2 kV SINGLE-PHASE POWER SERVICE POLE. EXTEND POWER LINE TO NEW DEAD-END POLE FOR NEW POWER SERVICE DROP.
3. NEW POWER POLE SERVICE DROP. PROVIDE METER SOCKET AND SERVICE DISCONNECT. COORDINATE REQUIREMENTS WITH UTILITY.

PRELIMINARY
NOT FOR CONSTRUCTION

REV	DATE	BY	DESCRIPTION
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WARNING
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MEA MATANUSKA ELECTRIC ASSOCIATION

MUNICIPALITY OF ANCHORAGE

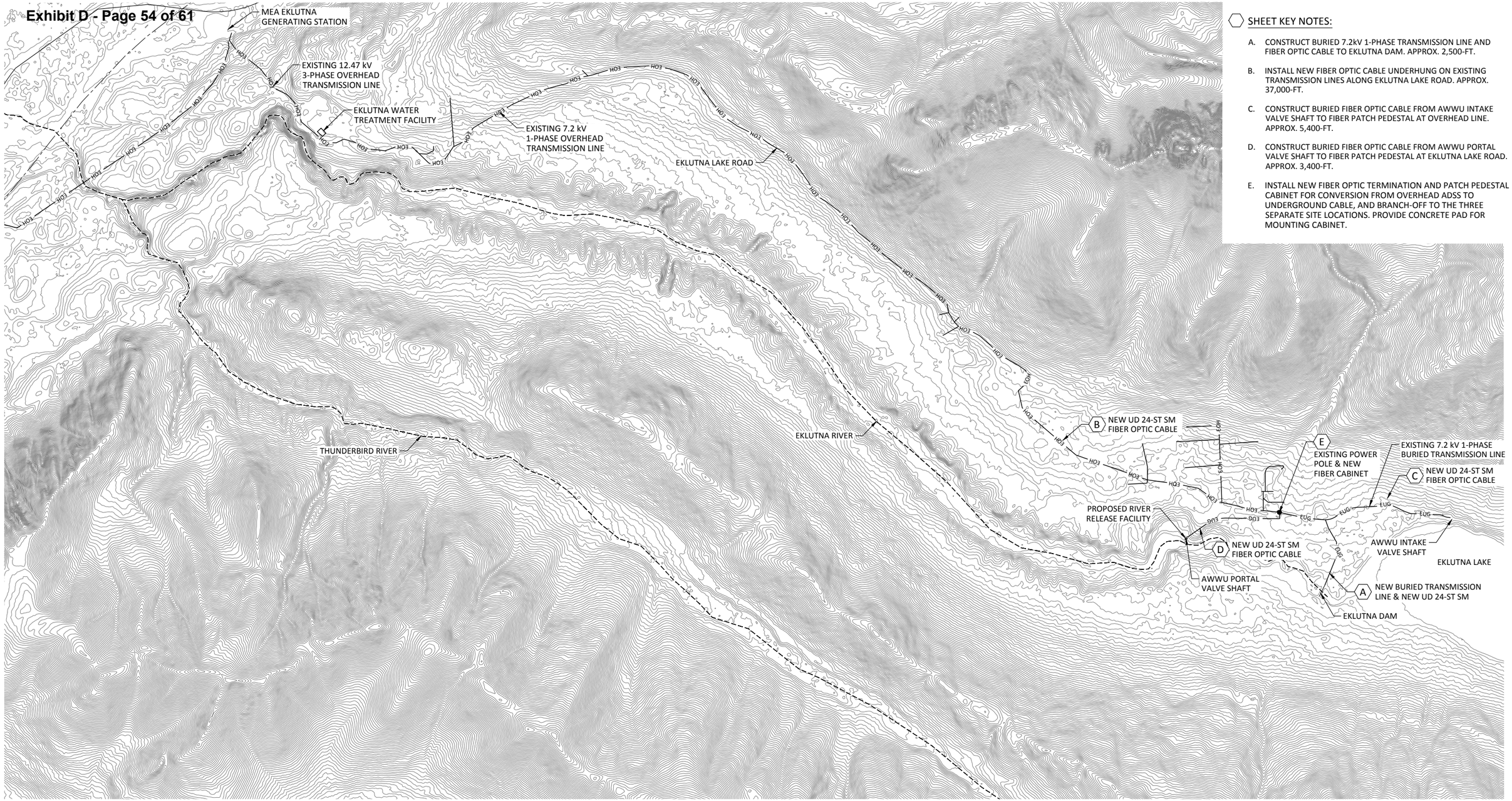
EKLUTNA FISH & WILDLIFE PROJECT
EKLUTNA RIVER RELEASE FACILITY
ELECTRICAL SITE AND KEY PLAN

DESIGNED C. CURTIS
DRAWN J. HOLT
CHECKED J. BAKKEN
PROJECT DATE 10/6/23

DRAWING
E001

JOB NO: 000000

Path: C:\Vault\Chugach Electric\Portal Release Structure\E001.dwg Plot date: Sep 28, 2023 02:48pm, CAD User: HaberFlavia



SHEET KEY NOTES:

A. CONSTRUCT BURIED 7.2kV 1-PHASE TRANSMISSION LINE AND FIBER OPTIC CABLE TO EKLUTNA DAM. APPROX. 2,500-FT.

B. INSTALL NEW FIBER OPTIC CABLE UNDERHUNG ON EXISTING TRANSMISSION LINES ALONG EKLUTNA LAKE ROAD. APPROX. 37,000-FT.

C. CONSTRUCT BURIED FIBER OPTIC CABLE FROM AWWU INTAKE VALVE SHAFT TO FIBER PATCH PEDESTAL AT OVERHEAD LINE. APPROX. 5,400-FT.

D. CONSTRUCT BURIED FIBER OPTIC CABLE FROM AWWU PORTAL VALVE SHAFT TO FIBER PATCH PEDESTAL AT EKLUTNA LAKE ROAD. APPROX. 3,400-FT.

E. INSTALL NEW FIBER OPTIC TERMINATION AND PATCH PEDESTAL CABINET FOR CONVERSION FROM OVERHEAD ADSS TO UNDERGROUND CABLE, AND BRANCH-OFF TO THE THREE SEPARATE SITE LOCATIONS. PROVIDE CONCRETE PAD FOR MOUNTING CABINET.

TRANSMISSION AND COMMUNICATION UPGRADES PLAN

SCALE: NTS

PRELIMINARY
NOT FOR CONSTRUCTION

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MUNICIPALITY OF ANCHORAGE

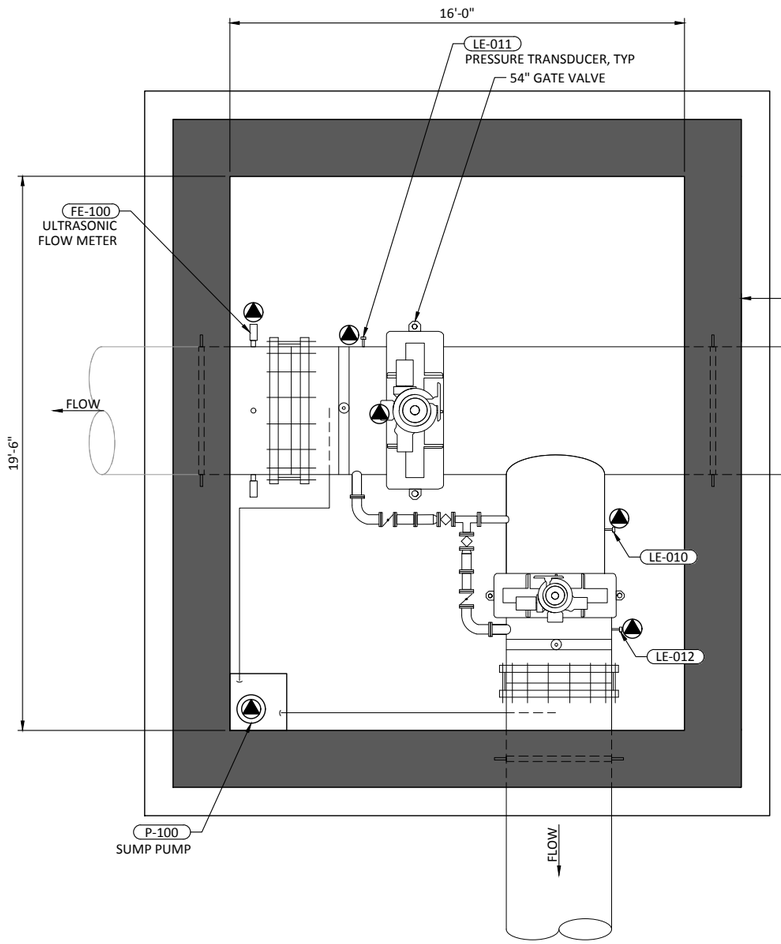
EKLUTNA FISH & WILDLIFE PROJECT
EKLUTNA RIVER RELEASE FACILITY
TRANSMISSION AND COMMUNICATION UPGRADES PLAN

DESIGNED C. CURTIS
DRAWN J. HOLT
CHECKED J. BAKKEN
PROJECT DATE 10/6/23

DRAWING
E003

JOB NO: 000000

Path: C:\Vault\Chugach Electric\Portal Release Structure\E003.dwg Plot date: Sep 28, 2023 02:57pm, CAD User: HaberFlavia



1 / M001 ISOLATION VALVE STRUCTURE ELECTRICAL PLAN

SCALE: 3/8"= 1'-0"

0' 2' 4'

PRELIMINARY
NOT FOR CONSTRUCTION

REV	DATE	BY	DESCRIPTION
0	10/6/23	SPE	15% DESIGN

WARNING

0 1/2 1

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

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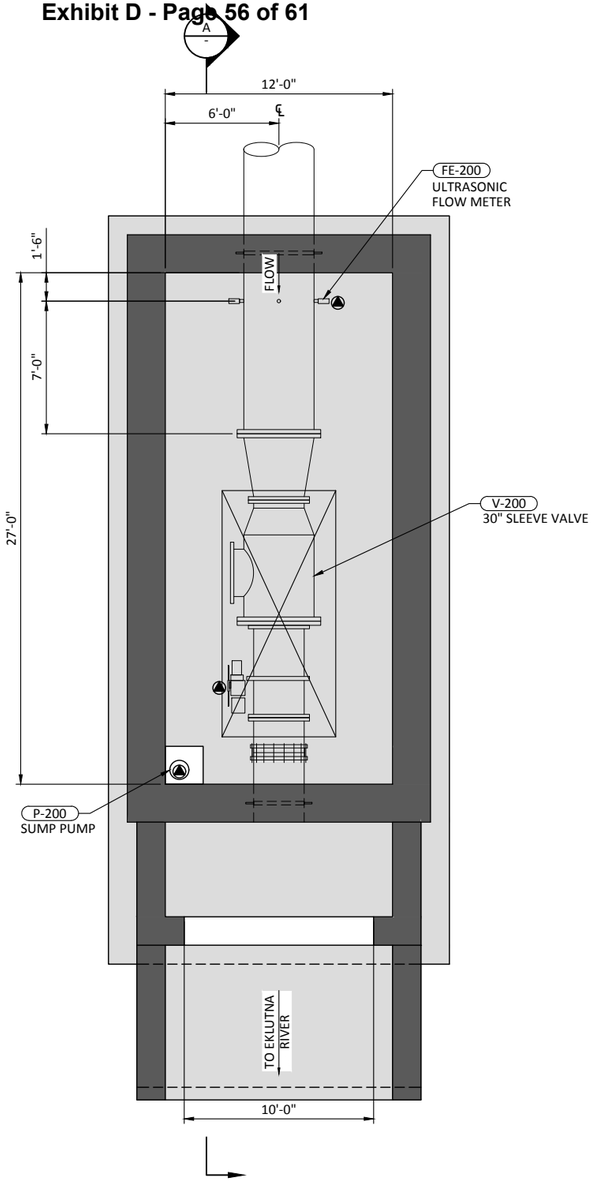
ISOLATION VALVE STRUCTURE ELECTRICAL PLAN

DESIGNED C. CURTIS
DRAWN J. HOLT
CHECKED J. BAKKEN
PROJECT DATE 10/6/23

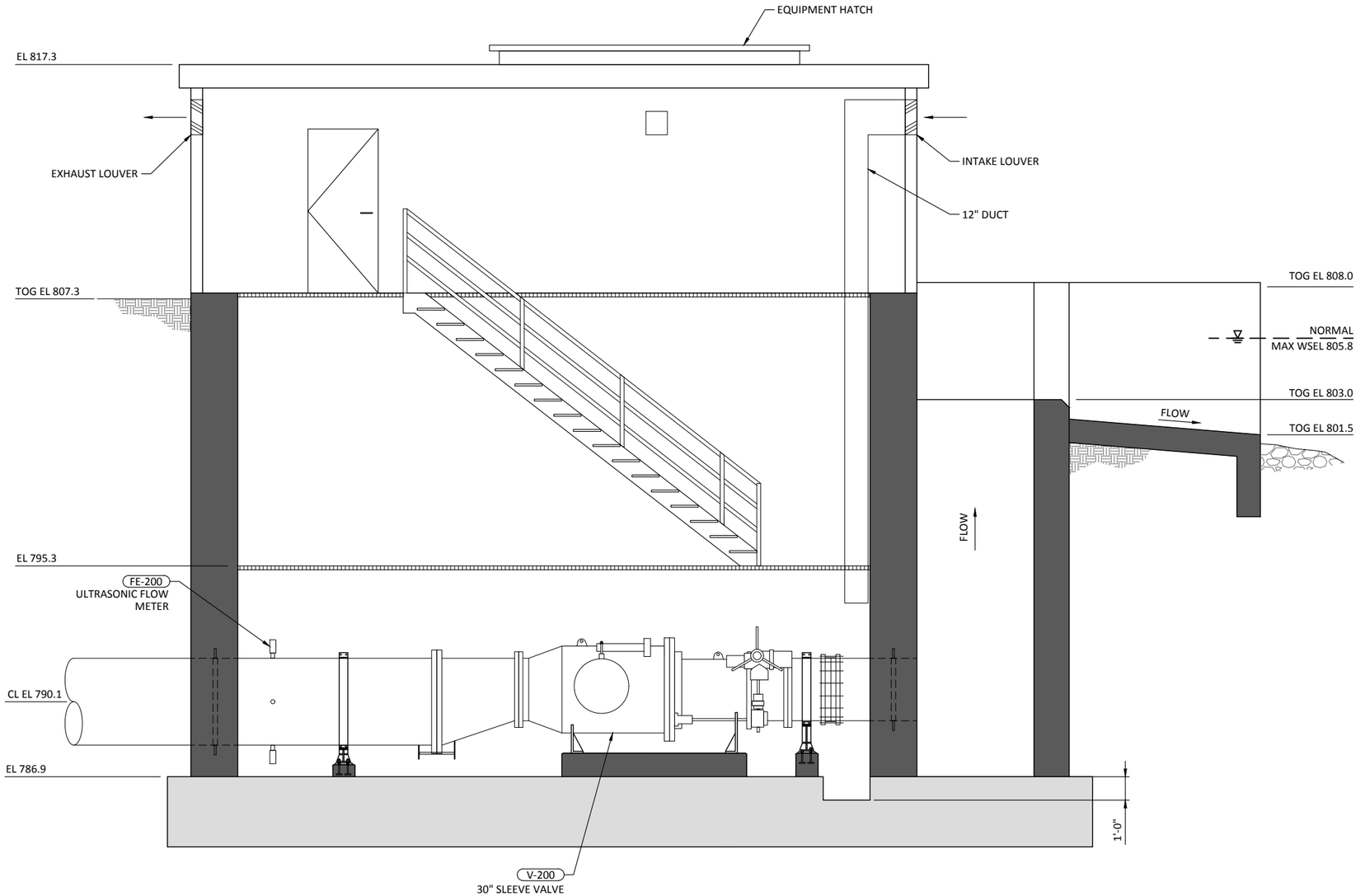
DRAWING
E100

JOB NO: 0000000

Path: C:\Vault\Chugach Electric\Portal Release Structure\E100.dwg Plot date: Sep 28, 2023 02:48pm, CAD User: HaberFlavia



1 M001 RIVER RELEASE ELECTRICAL PLAN
SCALE: 1/4"= 1'-0"



A - SECTION
SCALE: 3/8"= 1'-0"

PRELIMINARY
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0	10/6/23	SPE	15% DESIGN

WARNING
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MEA MATANUSKA ELECTRIC ASSOCIATION

MUNICIPALITY OF ANCHORAGE

EKLUTNA FISH & WILDLIFE PROJECT
EKLUTNA RIVER RELEASE FACILITY

RIVER RELEASE STRUCTURE ELECTRICAL PLAN
AND SECTION

DESIGNED C. CURTIS
DRAWN J. HOLT
CHECKED J. BAKKEN
PROJECT DATE 10/6/23

DRAWING
E200

JOB NO: 0000000

Path: C:\Vault\Chugach Electric\Portal Release Structure\E200.dwg Plot date: Sep 28, 2023 02:49pm, CAD User: HaberFlavia

DocuSign

Certificate Of Completion

Envelope Id: E3323328BC4E4834B96FE87AE1D0E7EE
Status: Completed
Subject: Complete with DocuSign: Binding Term Sheet - Water Facilities Interconnection and Long-Term wat...
Source Envelope:
Document Pages: 23
Signatures: 1
Certificate Pages: 2
Initials: 0
AutoNav: Enabled
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Envelope Originator:
Sharon Lane
632 W 6th Ave
Anchorage, AK 99501
sharon.lane@anchorageak.gov
IP Address: 209.193.41.5

Record Tracking

Status: Original
10/27/2023 2:41:21 PM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Sharon Lane
sharon.lane@anchorageak.gov
Pool: StateLocal
Pool: MOA

Location: DocuSign

Location: DocuSign

Signer Events	Signature	Timestamp
Kent Kohlhase kent.kohlhase@anchorageak.gov Municipal Manager MOA Security Level: Email, Account Authentication (None)	kent kohlhase Signature Adoption: Pre-selected Style Using IP Address: 209.193.41.5	Sent: 10/27/2023 2:45:20 PM Viewed: 10/27/2023 5:47:56 PM Signed: 10/27/2023 5:56:42 PM

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In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Sharon Lane sharon.lane@anchorageak.gov Mayor's Office Security Level: Email, Account Authentication (None)	COPIED	Sent: 10/27/2023 5:56:42 PM

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Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	10/27/2023 5:42:49 PM
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Certified Delivered	Security Checked	10/27/2023 5:47:56 PM

Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	10/27/2023 5:56:42 PM

Payment Events	Status	Timestamps

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Municipality of Anchorage
Mayor Dave Bronson

Office of the Municipal Manager

DATE: October 27, 2023

TO: Distribution

FROM: Kent Kohlhase, P.E, Municipal Manager

SUBJECT: Acting Manager for Anchorage Hydropower.

Effective immediately, Kolby Hickel is the designated Acting Manager of Anchorage Hydropower. Kolby has been delegated authority to sign all documents and take any needed actions on behalf of Anchorage Hydropower.

This authority is in effect until revoked in writing by the Municipal Manager.

Thank you,

Kent Kohlhase

Kent Kohlhase

DocuSign

Certificate Of Completion

Envelope Id: 7E29B0325EF24AB8B3B6DC05DF2225EC
Status: Completed
Subject: Complete with DocuSign: Hydropower Signature Designation.docx
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Document Pages: 1
Signatures: 1
Envelope Originator:
Certificate Pages: 2
Initials: 0
Sharon Lane
AutoNav: Enabled
632 W 6th Ave
EnvelopeId Stamping: Enabled
Anchorage, AK 99501
Time Zone: (UTC-08:00) Pacific Time (US & Canada)
sharon.lane@anchorageak.gov
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Signer Events	Signature	Timestamp
Kent Kohlhase kent.kohlhase@anchorageak.gov Municipal Manager MOA Security Level: Email, Account Authentication (None)	kent kohlhase Signature Adoption: Pre-selected Style Using IP Address: 209.193.41.5	Sent: 10/27/2023 12:32:07 PM Viewed: 10/27/2023 5:59:56 PM Signed: 10/27/2023 6:00:13 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	**Signature**	**Timestamp**
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
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Sharon Lane sharon.lane@anchorageak.gov Mayor's Office Security Level: Email, Account Authentication (None)	COPIED	Sent: 10/27/2023 6:00:14 PM
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Kolby Hickel kolby.hickel@anchorageak.gov Deputy Municipal Manager MOA Security Level: Email, Account Authentication (None)	COPIED	Sent: 10/27/2023 6:00:14 PM
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Witness Events	**Signature**	**Timestamp**

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	10/27/2023 6:00:14 PM

Payment Events	Status	Timestamps

Exhibit E

CONFIDENTIAL –
SUBJECT TO COMMON INTEREST AGREEMENT
Execution Version

AMENDMENT TO

BINDING TERM SHEET

WATER FACILITIES INTERCONNECTION AND LONG-TERM WATER TRANSPORTATION SERVICES

This AMENDMENT TO BINDING TERM SHEET, dated effective as of March 27, 2024, is made and entered into by and between Chugach Electric Association, Inc. ("***Chugach***"), Matanuska Electric Association, Inc. ("***MEA***"), the Municipality of Anchorage, and Anchorage Water and Wastewater Utility ("***Amendment***") to amend that certain Binding Term Sheet related to water facilities interconnection and long-term water transportation services entered into by the same parties on October 27, 2023 ("***Term Sheet***"). The capitalized terms in this Amendment shall have the same meaning as set forth in the Term Sheet unless otherwise defined or revised as set forth in this Amendment.

RECITALS

WHEREAS, the Eklutna Owners and AWWU entered into that certain Term Sheet on October 27, 2023;

WHEREAS, the Eklutna Owners and AWWU have completed negotiations of the Agreements (as such term is amended herein to include and a new Public Water Supply Agreement to replace the 1984 Agreement), each as contemplated in the Term Sheet and have come to agreement on other related matters;

WHEREAS, the effectiveness of the Agreements are conditioned on obtaining the Governor of Alaska's approval of the Fish and Wildlife Program that requires use of AWWU Facilities as contemplated in the Term Sheet without any conditions materially adverse to the Eklutna Owners or AWWU;

WHEREAS, by executing this Amendment, AWWU is reiterating that it does not, and shall not, take any position on whether or not using AWWU's infrastructure is the best alternative for establishing instream water flows in the Eklutna River as the foundation of the Fish and Wildlife Program; AWWU is merely stating its willingness to allow use of its infrastructure under the agreed terms and conditions of the Term Sheet and forms of Agreements, all only as pursuant to a Governor-approved Fish and Wildlife Program; and

WHEREAS, AWWU requires certain approvals before it may enter into one or more of the Agreements and such approvals likely cannot be obtained before the Governor's approval of the Fish and Wildlife Program, with such approval expected by October 2024;

NOW THEREFORE, in consideration for the premises and agreements set forth in this Amendment, the Parties agree as follows:

1. Term. The effective term of the Term Sheet and its commitments shall be extended until December 31, 2024 in order to allow time for: (a) the Eklutna Owners to file the Fish and

Wildlife Program with the Governor of Alaska and seek necessary approval under the 1991 Agreement; and thereafter (b) AWWU to seek and gain approvals necessary for it to enter into one or more of the Agreements. References to March 1, 2024 as an outside date for execution of Agreements as referenced in the preamble and in Section 4 of the Term Sheet shall be accordingly replaced with December 31, 2024.

2. Definition of Agreements. Section 3 of the Term Sheet shall be amended and restated in its entirety as follows:

3. Agreements	(1) Water Facilities Interconnection Agreement ("***Interconnection Agreement***"); (2) Long-Term Water Transportation Agreement ("***Transportation Agreement***"); and (3) Public Water Supply Agreement (collectively with the Interconnection Agreement and the Transportation Agreement, the "***Agreements***").

3. Form of Agreements. The final forms of the Agreements, except for certain exhibits which will be completed later as engineering work is completed or to otherwise ensure accuracy at the time of execution, are attached to this Amendment as follows:

Attachment A - ***Interconnection Agreement***

Attachment B - ***Transportation Agreement***

Attachment C - ***Public Water Supply Agreement***

The Parties agree that the substantive terms of the Agreements are complete and reflect a negotiated balance of interests, terms, and conditions. The Parties agree to support and defend the form of the Agreements and seek all necessary approvals of them in their present form in a timely and expeditious manner. The Parties agree not to reopen issues or renegotiate the Agreements, provided that certain exhibits may be updated as described in footnotes to the forms of the Agreements.

4. Limited Right of First Offer. As consideration for this Amendment, the Eklutna Owners hereby grant to AWWU a limited right of first offer to purchase from certain Eklutna Owners' water rights up to 41 million gallons per day for AWWU's public water supply on the following terms:

a. In the event that the Eklutna Owners' decide to remove, abandon, or sell the Eklutna Hydroelectric Project to the any person other than among the Eklutna Owners themselves, the Eklutna Owners shall provide AWWU with advance written notice of the intended action and opportunity to purchase such water rights at least three (3) months prior to initiating such action or transaction;

b. AWWU shall respond to such notice within thirty (30) days of its desire to its intention to exercise such option; if AWWU wants to purchase the water rights, the Parties shall then meet and negotiate in good faith terms and conditions then deemed appropriate, including compensation, risk mitigation, and means of transfer or purchase of priority water rights (e.g., quitclaim deed or other then-acceptable means of transfer) during the balance of the three (3) month period;

c. The water rights subject to this right of first offer are only that portion of Eklutna Owners' priority state water rights, up to 41 million gallons per day, consistent with, and not in addition to, AWWU's permit for preferred water use for pursuant to the Act of October 30, 1984, 98 Stat. 2823; Alaska Statutes 46.15.150(a), LAS 2569, and Certificate of Appropriation ADL 44944;

d. If AWWU fails to make a written offer within the notice period, if AWWU waives the right to make a first offer in writing, or if the Parties are unable to reach terms, the Eklutna Owners may proceed to remove, abandon, or sell the Eklutna Hydroelectric Project as they deem appropriate; and

e. Except for the potential sale of water rights, nothing in the limited right of first offer is intended to encumber, limit, or condition the Eklutna Owners' disposal or sale of the Eklutna Hydroelectric Project.

5. Execution of Agreements. The Agreements will be executed within thirty (30) days after the later of the following three prerequisites to their execution:

a. Governor approval of the Fish and Wildlife Program that requires use of AWWU Facilities as contemplated in the Term Sheet without any conditions materially adverse to the Eklutna Owners or AWWU;

b. Approval by the Municipality of Anchorage Assembly to the extent necessary for the Municipality of Anchorage to execute and perform under the Agreements; and

c. Board approvals (as may be necessary) for MEA and Chugach to execute and perform under the Agreements.

6. Effective Date and Incorporation of Terms of the Term Sheet. This Amendment shall be deemed effective as of the Effective Date of the Term Sheet and, without limiting the superseding effect of the amendments and the attachments set forth in this Amendment, shall be subject to all the terms and conditions of the Term Sheet, including Confidentiality (Section 24) and Governing Law (Section 23).

7. Failure to Achieve Conditions Precedent. In the event that the Agreements do not become fully effective (i) due to the failure to achieve the Conditions Precedent as set forth in Section 2.2 of Attachment C and Section 5 of this Amendment by June 1, 2025, or (ii) because the Governor of Alaska approves a Fish and Wildlife Program that does not require the use of the AWWU Facilities (as defined in the Agreements) for instream flows as contemplated in the Agreements, the effective term of the 1984 Agreement and its terms shall be extended for one (1) year from the date of the failure to achieve the Conditions Precedent or the date the Governor of

Alaska selects an alternate Fish and Wildlife Program that does not require use of AWWU Facilities as defined in the Agreements (referred to herein as the "***One (1) Year Extension Period***"). The Parties shall then meet promptly after the commencement of the One (1) Year Extension Period to negotiate in good faith an alternate agreement to replace the 1984 Agreement that expires on December 31, 2025 with terms and conditions that include but are not limited to adequate compensation, risk mitigation, potential transfer or purchase of water rights, and other terms and conditions then deemed appropriate by the Parties without prejudice due to the prior existence, or the subsequent termination, of the Agreements and shall execute a replacement for the 1984 Agreement by the end of the One (1) Year Extension period.

8. Counterparts. This Amendment may be executed by a number of counterparts, each of which shall be deemed an original, and all of which, together, shall constitute a single agreement.

[Signature page follows]

SERVICE PROVIDER/AWWU:

ANCHORAGE WATER AND WASTEWATER UTILITY,
A DEPARTMENT OF THE MUNICIPALITY OF ANCHORAGE

By: _____
Name: Kent Kohlhase
Title: Municipal Manager
And

By: _____
Name: Mark Corsentino
Title: General Manager

CUSTOMER/EKLUTNA OWNERS:

CHUGACH ELECTRIC ASSOCIATION

By: _____
Name: Andrew Laughlin
Title: Chief Operating Officer

MATANUSKA ELECTRIC ASSOCIATION

By: _____
Name: Tony R. Zellers
Title: Chief Operating Officer

MUNICIPALITY OF ANCHORAGE

By: _____
Name: Kolby Hickel
Title: Deputy Municipal Manager

ATTACHMENT A

INTERCONNECTION AGREEMENT

Confidential – Subject to Common Interest Agreement
Execution Version

WATER FACILITIES INTERCONNECTION AGREEMENT

by and between

Anchorage Water and Wastewater Utility

as

AWWU Facilities Provider

And

Chugach Electric Association, Inc,

Matanuska Electric Association, Inc., and the Municipality of Anchorage

as

Owners

Dated as of **[_____]**[1]

EKLUTNA RIVER RELEASE FACILITY

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[1] **Note to Accompany Final Draft**: This Agreement has been form agreed as between the Parties but will not be signed by the MOA until after Governor approval of the Fish and Wildlife Plan has occurred and such signatures have been authorized by the Anchorage Assembly. Prior to execution, this footnote can be deleted from the draft.

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WATER FACILITIES INTERCONNECTION AGREEMENT

This WATER FACILITIES INTERCONNECTION AGREEMENT (this "Agreement"), dated as of [_____] (the "Effective Date"), is entered into by and between Anchorage Water and Wastewater Utility ("AWWU"), and Chugach Electric Association, Inc. ("Chugach"), Matanuska Electric Association, Inc. ("MEA"), and the Municipality of Anchorage ("MOA") (each of Chugach, MEA, and MOA is an "Owner" and collectively they are referred to as the "Owners"). The Owners and AWWU are sometimes referred to herein as a "Party" or collectively as the "Parties".

R E C I T A L S

WHEREAS, the Owners own and operate the Eklutna Hydroelectric Project, commissioned in 1954, which includes an earthen dam at the outlet of Eklutna Lake and which, under normal operating conditions, diverts the inflows of all water into the Eklutna Lake for hydroelectric production rather than into the Eklutna River;

WHEREAS, AWWU owns and operates certain existing water diversion and transportation facilities integrated with the Eklutna Hydroelectric Project as further detailed in Exhibit B (the "AWWU Facilities") located near the outlet of Eklutna Lake and adjacent to the Eklutna River, and AWWU uses such AWWU Facilities to provide public water supply for its customers;

WHEREAS, the Owners are parties to the 1991 Agreement (as defined below), pursuant to which they are required to develop and implement a Fish and Wildlife program every thirty-five years to protect, mitigate damages to, and enhance fish and wildlife impacted by the development of the Eklutna Hydroelectric Project (the "Fish and Wildlife Program");

WHEREAS, as a result of the process set forth in the 1991 Agreement, the Owners have developed a draft Fish and Wildlife Program in which the Owners have proposed to: (1) develop an Eklutna River release facility consisting in part of AWWU Facilities and facilities constructed pursuant to this Agreement, all as further described and depicted in Exhibit A-1, Exhibit A-2, and Exhibit A-3 (the "Facility"); (2) to transport water from Eklutna Lake through the Facility and release it into the Eklutna River; and (3) to operate and maintain the Facility;

WHEREAS, in connection with their proposal to develop the Facility, the Owners have also agreed to install bridges at eight locations across the Eklutna River to improve and preserve access to AWWU Facilities, as further described in Exhibit K (the "Access Bridges");

WHEREAS, in connection with the execution of this Agreement and in order to enable future implementation of the Fish and Wildlife Program (if approved), and to address compensation for AWWU's present and future use of a portion of Owners' water rights, the Parties are also entering into a Long-Term Water Transportation Agreement (the "Transportation Agreement") and a new Public Water Supply Agreement (the "Water Supply Agreement");

WHEREAS, Owners desire to construct the Facility in coordination with AWWU and AWWU is willing to allow for the interconnection and use of AWWU Facilities as part of the

Facility and to otherwise cooperate with Owners all pursuant to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises of this Agreement, the Transportation Agreement, and the Water Supply Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owners and AWWU, intending to be legally bound, hereby agree as follows:

ARTICLE 1.
DEFINITIONS; INTERPRETATION; EXHIBITS

1.1 Defined Terms. Capitalized terms used in this Agreement without other definition shall have the meanings set forth in Schedule 1.1, unless the context requires otherwise.

1.2 Interpretation. As used in this Agreement, the terms "herein," "herewith" and "hereof" are references to this Agreement, taken as a whole; the terms "includes" or "including" shall mean "including, without limitation"; and references to a "Section," "Article", "Exhibit" or "Schedule" shall mean a Section, Article, Exhibit or Schedule of this Agreement, as the case may be, unless in any such case the context requires otherwise. All references to a given Exhibit, Schedule, agreement, instrument or other document shall be a reference to that agreement, instrument or other document as modified, amended, supplemented and restated through the date as of which such reference is made. A reference to a Person includes its permitted successors and permitted assigns. The singular shall include the plural and the masculine shall include the feminine and neuter, and vice versa.

ARTICLE 2.
OWNERS RESPONSIBILITIES

2.1 General Responsibilities of Owners. Subject to Sections 4.1, 4.3 and 4.4, the Owners shall be responsible for designing, engineering, obtaining all Approvals for (except with respect to AWWU Approvals), constructing and performing related activities for the successful completion of (i) the Facility and interconnection of the Facility to the AWWU Facilities pursuant to the Facility Criteria; and (ii) the Access Bridges, the costs of which shall be paid for by the Owners.

2.2 Standard of Work; Skill and Expertise. Throughout the performance of all aspects of the Work, the Owners shall comply with, and shall ensure that each Subcontractor complies with, all applicable Laws and Prudent Industry Standards (the "Standard of Work"). The Owners shall, throughout the performance of the Work, use commercially reasonable efforts to ensure that all employees and contractors engaged in connection with the maintenance of, operation of, service of, and any future modification to (to include design, construction, commissioning, and installation) the Facility shall have the appropriate and necessary experience, skill and expertise to carry out the tasks efficiently, professionally, and in accordance with the Standard of Work.

2.3 Scope of Work. Without limiting the generality of Sections 2.1 and **Error! Reference source not found.**, the Owners shall perform all of the specific tasks in accordance with the Scope of Work and the Project Schedule, subject to any Change Orders pursuant to ARTICLE 7, in order to achieve Commercial Operation and Final Acceptance of the Facility in

accordance with ARTICLE 4, and to commence the Parties' obligations under the Transportation Agreement, whereupon the Work under this Agreement shall be concluded and the obligations under the Transportation Agreement shall begin.

2.4 Project Manager. The Owners shall identify to AWWU and at all times during the term of this Agreement maintain a Project Manager. The Project Manager shall act as AWWU's primary point of contact with the Owners with respect to the Work, and shall be available to meet with AWWU as reasonably requested by AWWU to discuss the Work or any issue related thereto. The Project Manager shall have full authority to act for the Owners under this Agreement; provided, that the Project Manager shall under no circumstances have the authority to amend (except for the issuance of Change Orders), terminate, or assign this Agreement. The Owners may change the Project Manager at any time upon written notice to AWWU. As of the Effective Date, the Project Manager is listed in Exhibit E.

2.5 Status of Individual Owners. Each of the Owners shall be jointly and severally liable for the obligations of the Owners under this Agreement. The delineation of specific responsibilities set forth hereunder as among the Owners shall be at the sole discretion of the Owners, not AWWU. If, at any time, the Owners agree that one or two of the Owners need no longer be party to this Agreement, such unnecessary Owner(s) may be removed as parties to this Agreement upon written notice to AWWU and, if agreed, shall retain no liability upon removal, with the remaining Owner(s) automatically assuming the full obligations of the Owners hereunder. If an Event of Default exists hereunder at any time with respect to an Owner, it shall be considered an Event of Default with respect to the Owners together as one Party hereunder, provided, that if another Owner agrees to assume such defaulting Owner's obligations under this Agreement by removing such Owner as a party pursuant to the preceding sentence of this Section 2.5 prior to the expiration of any applicable cure period, this shall not be considered an Event of Default hereunder.

ARTICLE 3.
AWWU RESPONSIBILITIES

3.1 Access to Site. As of the Effective Date, AWWU shall, with respect to the land and AWWU Facilities within its control, provide the Owners with a non-exclusive license to access the Site and the AWWU Facilities necessary to enable the Owners to perform their obligations under this Agreement in accordance with the Project Schedule, provided, that AWWU may from time to time limit access to the Site or the AWWU Facilities under AWWU control temporarily only to the extent necessary to address reasonable security or safety issues, and to avoid putting AWWU's public water supply at risk of interruption or contamination. To the extent that any additional access permissions from third-party landowners adjacent to the Site may be required for Owners to access the Site and conduct the Work pursuant to the site license granted under this Section 3.1, obtaining such Approvals shall be the responsibility of the Owners, provided that (i) AWWU shall be responsible for any such permissions associated with the construction and maintenance of the Access Bridges; (ii) if the Parties agree that in certain other circumstances AWWU responsibility is more appropriate, AWWU shall bear such responsibility; and (iii) AWWU shall assist the Owners with obtaining such Approvals as is reasonably requested by the Owners, including by being the first and primary point of contact with such third party in situations where AWWU has an existing easement or applicable existing relationship with such third party.

To the extent that AWWU adds access or other security limitations to the Site, to the Owners' Portion, or to the AWWU Facilities, the Owners and AWWU shall cooperate to ensure continuous access for the Owners and their contractors, to enable them to perform the Owners' obligations under this Agreement.

3.2 Required Approvals. After the Owners' achievement of the Construction Start CPs, AWWU shall be responsible for obtaining and maintaining those Governmental Approvals and third-party approvals necessary for the completion of the Work as set forth on Exhibit F hereto (the "AWWU Approvals"), any costs of which shall be initially paid for by AWWU and reimbursed by Owners pursuant to Section 5.3. The Owners shall provide AWWU with such reasonable assistance as AWWU may request in obtaining such AWWU Approvals.

3.3 AWWU Representative. AWWU shall designate in writing and maintain at all times during the term of this Agreement an AWWU Representative to represent AWWU and to receive communications from the Owners with regard to the Work and the development of the Facility and the Access Bridges. The AWWU Representative shall act as the Owner's primary point of contact with the AWWU with respect to the Work, and shall be available to meet with the Owners and Project Manager, as reasonably requested, to discuss the Work or any issue related thereto. The AWWU Representative shall have full authority to act for AWWU under this Agreement; provided, that AWWU's Representative shall under no circumstances have the authority to amend (except for the signing of Change Orders), terminate or assign this Agreement. AWWU may change the AWWU Representative at any time upon written notice to the Owners. As of the Effective Date, the AWWU Representative shall be [_____][2].

3.4 Duty to Cooperate. AWWU shall, throughout the performance of the Work, cooperate with the Owners and perform its responsibilities, obligations and services under this Agreement in a timely manner, to facilitate the Owners timely and efficient performance of the Work and the Owners' obligations under this Agreement. AWWU shall provide timely reviews and approvals, including completing the design approval set forth in Section 4.3, such approvals not to be unreasonably withheld or delayed.

3.5 Site and AWWU Facilities Information. Except as set forth on Schedule 3.5, AWWU hereby represents and warrants that the conditions of the Site and of the AWWU Facilities are suitable for the Work and the completion of the Facility. AWWU hereby acknowledges that the Owners shall be entitled to rely on Schedule 3.5 and Exhibit B in preparing their assessment of the Work necessary to complete the Facility, as well as their work preparing the Project Schedule; and that if any information contained in Schedule 3.5 or Exhibit B is later found to be inaccurate, the Owners shall be entitled to a Change Order at their discretion pursuant to Section 7.3.

[2] **Note to Accompany Final Draft**: To be populated after Governor approval and prior to execution.

ARTICLE 4.
CONDITIONS PRECEDENT; PROJECT SCHEDULE, DESIGN APPROVAL

4.1 Construction Start Conditions Precedent.

(a) The obligations of the Owners to design, engineer, permit and construct the Facility as set forth in this Agreement, and the right of the Owners to conduct Work at the Site, and to physically interconnect the Facility with the AWWU Facilities as set forth in this Agreement, shall not be effective until the achievement of the following conditions precedent (the "Construction Start CPs"):

(i) The Owners receive final approval from the Governor of Alaska, with such approval not subject to any pending judicial review or appeal, for a Fish and Wildlife Program that requires the use of the AWWU Facilities as contemplated in this Agreement, provided that such approval includes no unexpected conditions materially adverse to the Owners or to AWWU, as determined in good faith by the Parties and in the exercise of commercially reasonable business judgment;

(ii) The Owners are issued lawful documentation from the Alaska Department of Natural Resources authorizing the use and transport of water as contemplated under the Transportation Agreement, including but not limited to an amendment of the Owners' Water Rights[3] or other approval(s) authorizing a change of use to allow the Owners to use a portion of the Owners' Water Right to establish and continue instream flows in the Eklutna River;

(iii) The Owners and AWWU, with regard to AWWU Approvals, have obtained all Approvals necessary to conduct the Work; and

(iv) The Transportation Agreement and the Water Supply Agreement are in full force and effect and are valid, binding and enforceable against AWWU and the Owners in accordance with their terms.

(b) Notwithstanding Section 4.1(a), nothing in this Agreement shall be construed to prevent the Owners from conducting design and permitting work in preparation for Facility construction prior to the achievement of the Construction Start CPs. Such pre-construction Work shall be done at the sole discretion and financial risk of the Owners, and shall be treated as Work for which all of AWWU's duties and responsibilities hereunder shall apply unless otherwise stated.

4.2 Project Schedule. The Owners shall perform all Work in accordance with the Scope of Work and the Project Schedule. The Owners shall use commercially reasonably efforts to meet all milestones set forth in the Project Schedule, provided that all such milestones may be extended at the discretion of the Owners as may be reasonably necessary to accommodate delays in the

[3] Note to AWWU: "Owners' Water Right" is a defined term already linked to a specific certificate.

achievement of the Construction Start CPs or the receipt of necessary Approvals that are outside the control of the Owners.

4.3 Submission for Design Approval. As of the Effective Date, the proposed design for the Facility is set forth in Exhibit A-3. The Owners may modify such design at their discretion until the achievement of the Construction Start CPs, at which point prior to the commencement of any construction activities at the Site, the Owners shall provide to AWWU final design drawings and proposals (and any applicable calculations, models, and reports developed in support thereof) for the Facility for AWWU's review and approval, such approval to not be unreasonably withheld or delayed. AWWU shall indicate to the Owners within thirty 30 Days after receipt of such design drawings, proposals, calculations, models, and reports whether it approves or denies the design. If AWWU denies the design, the parties shall work in good faith to resolve the applicable issues and develop an updated design for AWWU approval.

4.4 Failure to Obtain Approvals. If, at any point during the Owners performance of the Work, the Owners or AWWU are unable to obtain any Approval necessary to construct or operate the Facility as intended herein and in the Fish and Wildlife Program, despite taking all reasonable commercial efforts to obtain such Approvals, then either Party may terminate this Agreement upon forty-five (45) Days prior written notice; and the Owners shall restore the site pursuant to Section 11.7.

4.5 Installation; Testing Procedures.

(a) Conduct of Tests. As soon as possible after installation of all Equipment necessary, as determined by the Owners in their sole discretion, to render the Facility mechanically and structurally complete, the Owners shall begin to conduct, or cause to be conducted, the Commissioning Procedures, in accordance with this Section 4.5 and the Commissioning Procedures Guidelines. Owners may perform and re-perform any number of Commissioning Procedures in accordance with the Commissioning Procedures Guidelines, and the Owners, at their discretion, may prematurely terminate any Commissioning Procedures so long as the remaining Commissioning Procedures are completed prior to Commercial Operation.

(b) AWWU Personnel. The Owners shall provide AWWU at least two (2) Business Days' prior notice of the intended commencement of the Commissioning Procedures. AWWU shall have at least one representative at the Site throughout the performance of the Commissioning Procedures, in order to monitor the taking of measurements to determine the performance and safety of the Facility, all in accordance with the Commissioning Procedures Guidelines.

4.6 Commercial Operation. When the Owners consider that the criteria for Commercial Operation have been met, including successful completion of the Commissioning Procedures in accordance with Section 4.5, the Owners shall so notify AWWU in writing, and shall provide AWWU with a completed Commercial Operation certificate issued by an independent licensed professional engineer, in the form set forth in Exhibit H (the "Commercial Operation Certificate").

4.7 Final Acceptance. The criteria for achieving Final Acceptance shall be that: (a) Commercial Operation has occurred; (b) AWWU has received from the Owners copies of all as-built drawings for the Work and the Facility; (c) AWWU has received from Owners all Equipment Documentation related to the AWWU Portion; (d) Owners have removed from the Site and properly disposed of all wastes created at or brought onto the Site by the Owners; and (e) an Owners' training program for AWWU's operation and maintenance personnel has been completed in accordance with the Scope of Work. When the Owners consider that the criteria for Final Acceptance have been met, the Owners shall so notify AWWU in writing. Within five (5) Days thereafter, AWWU shall either: (i) notify the Owners in writing that it agrees that Final Acceptance has been achieved, or (ii) advise the Owners of the items in Section **Error! Reference source not found.**7(a) through (e) (collectively, "Final Acceptance Items") that AWWU believes have not yet been satisfied. Upon receipt of any notice from AWWU of an alleged failure to satisfy a Final Acceptance Item, the Owners shall either: (A) satisfy such Final Acceptance Item(s); or (B) advise AWWU in writing that the Owners believes in good faith that all Final Acceptance Item(s) have been satisfied and shall request the commencement of negotiations pursuant to Section **Error! Reference source not found.**.

4.8 Post-Completion Facility O&M. Upon Final Acceptance and the applicable title transfers set forth in ARTICLE 6, AWWU shall be responsible for operating and maintaining the AWWU Facilities and the AWWU Portion; and the Owners shall be responsible for operating and maintaining the Owners' Portion. Each of AWWU and the Owners shall also have further specific ongoing operations and maintenance obligations for portions of the Facility during the "Delivery Term" of the Transportation Agreement, as further detailed in the Transportation Agreement.

4.9 Post-Completion Access Bridge Maintenance. Upon completion of any Access Bridge by the Owners, and possession and applicable title having passed to AWWU pursuant to Section 6.1(d), full responsibility for (and associated costs of) such Access Bridge maintenance shall belong to AWWU, except that the Owners shall use commercially reasonable efforts to obtain a one-year materials and workmanship warranty from the contractor(s) engaged by the Owners to construct the Access Bridges and then shall pass such warranty on to AWWU.

4.10 Skill and Expertise. Each Party shall use commercially reasonable efforts to ensure that all employees and contractors engaged in connection with the maintenance of, operation of, service of, and any future modification to (to include design, construction, commissioning, and installation) the Facility shall have the appropriate and necessary experience, skill and expertise to carry out the tasks efficiently, professionally, and in accordance with Prudent Industry Standards and applicable Laws.

ARTICLE 5.
COSTS; TAXES; REIMBURSEMENT

5.1 Costs. All costs to complete the Facility and perform the Work hereunder shall be the responsibility of Owners. The Owners shall reimburse AWWU pursuant to Section 5.3 for AWWU's reasonable actual costs related to or arising out of the development and construction of the Facility and related to all of AWWU's responsibilities set forth in ARTICLE 3, including but not limited to documented direct and indirect costs, overhead, general and administrative costs, staff time, and all other costs related to or arising out of the planning, engineering and project

management associated with the Facility; provided that AWWU shall use commercially reasonable efforts to minimize such costs.

5.2 Taxes. The Owners shall be responsible for and shall pay any sales, use, gross receipts, occupation, and other taxes (excluding income and franchise tax imposed upon AWWU) that from time to time may become payable as a consequence of this Agreement.

5.3 Payments. For any costs described in Section 5.1 initially borne by AWWU, AWWU shall submit to each of the Owners a detailed accounting of such cost for which AWWU is seeking reimbursement, together with such supporting documentation as the Owners shall reasonably require. Within sixty (60) Days after receiving a properly completed application for reimbursement and all required supporting documentation, each of the Owners shall individually: (i) pay AWWU their respective Cost Responsibility Proportion of the amounts set forth in AWWU's application for payment; or (ii) notify AWWU in writing that such Owner believes in good faith that a requested payment amount is not due and owing and shall request the commencement of negotiations pursuant to Section **Error! Reference source not found.**. In addition to the requirement that each Owner pay its Cost Responsibility Proportion as required in this Section, the Owners shall each be jointly and severally liable for all reimbursement obligations owed to AWWU under this Article 5.

ARTICLE 6.
TITLE; LOSS OR DAMAGE; FORCE MAJEURE

6.1 Title.

(a) Legal title to and ownership of the AWWU Portion shall pass to AWWU upon achievement of Final Acceptance free and clear of any and all liens, claims, security interests or other encumbrances. Title to drawings, specifications and like materials provided by Owners with respect to the AWWU Portion shall also pass to AWWU upon achievement of Final Acceptance. Owners shall deliver to AWWU such assignments, bills of sale or other documents as reasonably requested by AWWU to evidence such transfers of title and ownership.

(b) Legal title to and ownership of the Owners' Portion shall remain with Owners after Final Acceptance and throughout the term of the Transportation Agreement, free and clear of any and all liens, claims, security interests or other encumbrances imposed by AWWU.

(c) Legal title to and ownership of the AWWU Facilities shall remain with AWWU before, during, and after the construction of the Facility.

(d) Legal title to and ownership of any Access Bridge shall pass to AWWU upon completion of such Access Bridge. Owners shall deliver to AWWU such assignments, bills of sale or other documents as reasonably requested by AWWU to evidence such transfers of title and ownership, and if the Parties determine that an additional agreement between the Parties is necessary to detail specific Access Bridge construction and ownership transfer terms and conditions, the Parties shall negotiate such documentation in good faith and in accordance with the terms of this Agreement.

(e) Legal title to and ownership of all Owners' Water shall remain with the Owners at all times during construction of the Facility, including during the performance of the Commissioning Procedures.

6.2 Risk of Loss.

(a) Equipment. Notwithstanding anything herein to the contrary, the Owners shall have the full responsibility for care, custody and control of material and Equipment incorporated into the Work (including all Equipment and materials used in connection therewith), and shall bear the risk of loss thereof, until an applicable transfer of title to the Equipment for the AWWU Portion occurs, at which time risk of loss shall pass to AWWU.

(b) Water. For any quantity of Owners' Water[4] flowing through AWWU's Facilities as part of the Commissioning Procedures or otherwise during the construction of the Facility: control, custody and risk of loss of such Owners' Water shall transfer from the Owners to AWWU at the Injection Point, where such Owners' Water shall comingle with AWWU's Water until reaching the Delivery Point, at which point the custody, control and risk of loss of a quantity of water equal to the original quantity of Owners' Water released into the AWWU Facilities at the Injection Point shall pass back to the Owners.

6.3 Force Majeure. Each Party shall be excused from performance and shall not be considered to be in default with respect to any obligation hereunder, except for the Owners' obligation to reimburse AWWU for costs pursuant to ARTICLE 5, if and to the extent that such Party's failure of, or delay in, performance is due to a Force Majeure Event; provided, that:

(a) such Party gives the other Party prompt written notice describing the particulars of the Force Majeure Event as soon as is reasonably practicable after becoming aware of the occurrence of the Force Majeure Event;

(b) the suspension of performance is of no greater scope and of no longer duration than are reasonably required by the Force Majeure Event;

(c) no obligations of an affected Party that arose before the occurrence of the Force Majeure Event causing the suspension of performance shall be excused as a result of such Force Majeure Event, unless and only to the extent that the performance of such obligations is impaired by the Force Majeure Event;

(d) the Party uses diligent commercially reasonable efforts to overcome or mitigate the effects of the Force Majeure Event; and

(e) when the Party is able to resume performance of its obligations under this Agreement, such Party shall give the other Party written notice to that effect, and shall promptly resume performance hereunder.

[4] Note to AWWU: Minor change as Owners' Water is a defined term

ARTICLE 7.
CHANGES

7.1 Change Orders. The Owners may propose Change Orders to AWWU if those Change Orders: (i) improve the Facility; (ii) are required by a Governmental Authority as a condition precedent to issuance of any Governmental Approval; or (iii) are otherwise advisable for the Work. This shall not affect the obligation of the Owners to perform the Work and to install the Facility in accordance with the terms of this Agreement, except as otherwise set forth in the Change Order or in Sections 7.2 or 7.3.

7.2 Changes to Project Schedule. In the event that any Change Order affects the amount of time needed to complete any portion of the Work, there shall be an equitable adjustment of the time of performance and the Project Schedule, as agreed to by the Parties.

7.3 Unanticipated Conditions. If any unusual or unanticipated conditions exist or arise at the Site such as Hazardous Materials, structural or geotechnical deficiencies, environmental conditions, pollution or archeological findings not known to the Owners as of the Effective Date (collectively, "Unanticipated Conditions"), which conditions would involve the Owners incurring any expenses or delays to correct such conditions, the Owners shall submit a request for approval of the corrective work and expense pursuant to a Change Order, the approval of which by AWWU shall not be unreasonably withheld, conditioned or delayed, and such corrective work shall be deemed incorporated into the Scope of Work; provided, however, if any Unanticipated Conditions exist or arise that are contrary to those set forth on Schedule 3.5 or Exhibit B, then the Change Order submitted by the Owners in connection with such Unanticipated Conditions shall be deemed to be automatically approved by AWWU. All change orders under this Agreement shall be fulfilled at the sole expense of the Owners.

ARTICLE 8.
WARRANTIES

8.1 Warranties.

(a) Except as expressly set forth in Section 8.1(b), Owners do not make (and hereby expressly disclaim) any other warranties of any kind whatsoever.

(b) The Owners hereby warrant that as of the Commercial Operation Date: (i) the Facility will meet the requirements set forth in the Facility Criteria; (ii) the Facility will be free from defects in workmanship under normal operating conditions, provided that such warranty shall not apply to existing AWWU Facilities incorporated within the Facility; (iii) all Work will have been performed in accordance with Prudent Industry Standards and all requirements of this Agreement; and (iv) the Work, including but not limited to each item of Equipment incorporated therein, will be new and shall conform in all material respects with the plans and specifications prepared in accordance with this Agreement and all descriptions set forth herein.

(c) In conjunction with achievement of the Commercial Operation Date, the Owners hereby agree to assign to AWWU, and AWWU agrees to assume, all Subcontractor, supplier and manufacturer warranties set forth on Exhibit G relating to the AWWU Portion, and

thereafter AWWU shall pursue all warranty claims thereunder directly with such Subcontractors, suppliers and manufacturers.

8.2 Warranty Period. Owners shall remedy any breach of the warranties set forth in Sections 8.1(b) discovered within 12 months of the Commercial Operation Date (the "Warranty Period").

8.3 Remedies. If the warranty set forth in Section 8.1 is breached or a defect or deficiency is discovered by Owners or AWWU during the Warranty Period, Owners shall repair, replace, and/or correct the applicable Work on a reasonably expedited basis while minimizing any impact of the failure on Facility availability and functionality or AWWU Facilities availability and functionality. AWWU shall permit the Owners access to the AWWU Facilities and the AWWU Portion necessary or useful to perform Owners' warranty obligations under this Agreement. All costs of Owners' performance of their warranty obligations shall be borne by Owners, including any removal, replacement and reinstallation of Equipment and materials necessary to gain access to defective Work.

8.4 Warranty Exclusions. The warranty obligations set forth in this ARTICLE 8 do not extend to Work that is damaged by or other potential warranty claims arising from: (a) the negligent acts or omissions of AWWU or its contractors, agents, employees, representatives or any other Person acting on behalf of AWWU; (b) Force Majeure Events; (c) any Equipment included in the AWWU Portion that is not maintained and operated by AWWU in accordance with all Equipment Documentation; (d) normal wear and tear; (e) any alteration, repair or replacement made without the prior written approval of the Owners or contrary to instructions from the Owners; or (f) conditions that existed prior to the completion of the Work, including any defects or deficiencies in any equipment included in AWWU Facilities not directly caused by the Owners as part of the Work (collectively, "Non-Owner Work"). In the event that the warranty service requested is related to Non-Owner Work or is covered by any warranty set forth on Exhibit G, the Owners shall have no further obligation.

8.5 NO IMPLIED WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE OWNERS MAKE NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, AND AWWU DISCLAIMS ANY WARRANTY OR GUARANTEE IMPLIED BY LAW, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT AND IMPLIED WARRANTIES OF CUSTOM OR USAGE.

ARTICLE 9.
LIMITATIONS ON LIABILITY

9.1 Aggregate Limitation of Liability. Notwithstanding any other provision of this Agreement, the total aggregate liability of the Owners and the total aggregate liability of AWWU arising out of or relating to this Agreement, from any and all causes, whether based on contract, tort (including negligence), strict liability or any other cause of action, shall in no event exceed ten million dollars ($10,000,000) for AWWU, and ten million dollars ($10,000,000) for the Owners collectively, provided that such limit shall not apply in the case of such Party's (i) gross negligence

or willful misconduct, (ii) third-party indemnity obligation, or (iii) breach of any representation or warranty.

9.2 CUMULATIVE REMEDIES. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED, OR IF A REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY NON-EXCLUSIVE, THE NON-DEFAULTING PARTY SHALL HAVE THE RIGHT TO EXERCISE ALL RIGHTS AND REMEDIES AVAILABLE TO IT AT LAW OR IN EQUITY; PROVIDED, HOWEVER, THAT THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE WAIVED.

9.3 WAIVER OF CERTAIN DAMAGES. EXCEPT WITH RESPECT TO INDEMNIFICATION OF THIRD PARTY CLAIMS PURSUANT TO ARTICLE 10, OR AS OTHERWISE EXPRESSLY PROVIDED FOR HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, INDIRECT, BUSINESS INTERRUPTION OR SIMILAR DAMAGES, WHETHER BY STATUTE, IN TORT, BY CONTRACT OR OTHERWISE.

ARTICLE 10.
INDEMNIFICATION

10.1 Indemnity. To the fullest extent permitted by Law, each Party shall indemnify, hold harmless and defend the other Party and its directors, officers, shareholders, partners, agents and employees, and the Affiliates of the same (collectively, the "Indemnified Parties"), from and against any and all claims, loss, damage, expense and liability, including court costs and reasonable attorneys' fees (collectively, "Liabilities") incurred by the Indemnified Parties in connection with or arising from (i) the Work; and (ii) any claim for physical damage to or physical destruction of any part of the Facility, the AWWU Facilities, or death of or bodily injury to any person, to the extent any such Liability was caused by the negligence of the Indemnifying Party or its agents or employees or others under such Indemnifying Party's control, except any Liabilities incurred due to the negligence or willful misconduct of an Indemnified Party. For the purpose of the definition of "Indemnified Parties" AWWU shall not be considered to be an "Affiliate" of the MOA.

10.2 Environmental Indemnity. Notwithstanding any other provision hereof, each Party shall indemnify, defend and hold harmless the other Party and its Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Site of any Hazardous Material to the extent such Hazardous Material is deposited, spilled, released or otherwise caused by the Indemnifying Party or its Subcontractors or agents in connection with the Work.

10.3 Defense of Claims. A Party with an indemnification obligation pursuant to this ARTICLE 10 (an "Indemnifying Party") shall have the right to defend the Indemnified Parties pursuant to this ARTICLE 10 by counsel of the Indemnifying Party's selection (including insurance counsel) reasonably satisfactory to the Indemnified Party, unless in the opinion of counsel for the Indemnifying Party a conflict of interest between the Parties may exist with respect to such claim. If the Indemnifying Party does not assume the defense of the Indemnified Party, or if a conflict precludes counsel for the Indemnifying Party from providing the defense, then the

Indemnifying Party shall reimburse the Indemnified Party on a monthly basis for the Indemnified Party's defense through separate counsel of the Indemnified Party's choice. Even if the Indemnifying Party assumes the defense of the Indemnified Party with acceptable counsel, the Indemnified Party, at its sole option, may participate in the defense, at its own expense, with counsel of its own choice without relieving the Indemnifying Party of any of its obligations hereunder. The Parties shall give each other prompt written notice of any asserted claims or actions indemnified against hereunder and shall cooperate with each other in the defense of any such claims or actions. Without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed, no Indemnifying Party shall settle any such claims or actions in a manner that would require any action or forbearance from action by any Indemnified Party.

ARTICLE 11.
DEFAULT AND REMEDIES; TERMINATION; DISPUTE RESOLUTION

11.1 Event of Default. The following shall constitute events of default on the part of either party (each, an "Event of Default") under this Agreement:

(a) If a Party makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of the insolvency of such Party, or if such Party files a petition seeking to take advantage of any other Law relating to bankruptcy, insolvency, reorganization, winding up or composition of or readjustment of debts and, in the case of any such proceeding instituted against such Party (but not by such Party) such proceeding is not dismissed within sixty (60) days of such filing;

(b) If a Party fails to comply with any material terms of this Agreement not otherwise set forth as an Event of Default in this Section 12.1(b) and fails to cure or remedy such failure within thirty (30) days after notice and a written demand is made by the non-defaulting Party to the defaulting Party to cure the same or, if such failure cannot be cured within thirty (30) days, the defaulting Party fails to commence to cure such failure within thirty (30) days after such notice and written demand and thereafter diligently pursue such cure to completion, which shall in no event be later than ninety (90) days after such notice;

(c) If a Party fails to make any payment due hereunder within sixty (60) days after written notice from the non-defaulting Party;

(d) If a Party defaults under the Water Supply Agreement or the Transportation Agreement; or

(e) If any representation or warranty of a Party in this Agreement proves to have been false or misleading in any material respect when made, and such Party has not, within thirty (30) days after written notification thereof from the non-defaulting Party, either fully remedied, or commenced and diligently pursued the remedy, of all adverse impacts on the non-defaulting Party resulting therefrom, all to the reasonable satisfaction of the non-defaulting Party.

11.2 Remedies Upon Event of Default. Upon the occurrence and continuation of an Event of Default, the non-defaulting Party shall have the right to terminate this Agreement and the Water Supply Agreement upon ten (10) days' prior written notice, and pursue any other remedy

available to such non-defaulting party at law or in equity arising out of such Event of Default, including a claim for monetary damage or specific performance.

11.3 Site Restoration Upon Termination. If either Party terminates this Agreement for any reason during construction, the Owners shall promptly withdraw from the Site and shall remove all Equipment, returning the Site to its previous condition, all at Owners' cost, provided that if the Owners terminate for an AWWU Event of Default under this Agreement or the Water Supply Agreement or Transportation Agreement, AWWU shall reimburse the Owners for the costs of such removal.

11.4 Automatic Cross-Agreement Termination. If this Agreement is terminated for any reason, the Water Supply Agreement and the Transportation Agreement shall automatically terminate effective as of the same date as this Agreement's termination.

11.5 Dispute Resolution. In the event of any dispute arising under this Agreement (a "Dispute"), within ten (10) Business Days following notice by either Party, (i) each Party shall appoint a representative, and (ii) the representatives shall meet, negotiate and attempt in good faith to resolve the Dispute quickly, informally and inexpensively. In the event the representatives cannot resolve the Dispute within thirty (30) Days after the first meeting, either Party may request that consideration and resolution of the Dispute be transferred to a designated representative of each Party's senior management. Within ten (10) Days following such a request, each Party shall submit a written summary of the Dispute describing the issues and claims to a senior officer of each Party designated to address the Dispute. Within ten (10) Business Days after receipt of each Party's Dispute summaries, the senior management representatives for both Parties shall negotiate in good faith to resolve the Dispute. If such senior management representatives are unable to resolve the Dispute within thirty (30) Days thereafter, either Party may pursue any available legal remedies.

ARTICLE 12.
REPRESENTATIONS

12.1 General Representations and Warranties. Each Owner and AWWU hereby represents and warrants that:

(a) It is duly organized, validly existing and in good standing under the Laws of the state of its formation and is duly qualified to do business in the jurisdiction where the Site is located.

(b) It has all necessary power and authority to execute, deliver and perform its obligations under this Agreement; its execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate, municipal, or other action on its part; and this Agreement has been duly and validly executed and delivered by it and constitutes its legal, valid and binding obligation enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization or moratorium or other similar Laws relating to the enforcement of creditors' rights generally and by general equitable principles.

(c) It is not in violation of any applicable Law, or any judgment entered by any federal, state, local or other Governmental Authority, which violations, individually or in the aggregate, would adversely affect its performance of any obligations under this Agreement. There are no legal or arbitration proceedings or any proceeding by or before any Governmental Authority, now pending or (to its best knowledge) threatened against it which, if adversely determined, could have a material adverse effect upon its financial condition, operations, prospects or business, as a whole, or its ability to perform under this Agreement.

(d) No authorization, approval, exemption, or consent of or by any Person is required by it in connection with the execution, delivery, and performance of this Agreement. In addition, each Party represents and warrants to the other Party that the Governmental Approvals required to be obtained by such Party either have been obtained by such Party and are in full force and effect on the date hereof or will be obtained by such Party and will be in full force and effect on or prior to the date on which they are required, under applicable Law, to be in full force and effect, so as to permit the Owners to commence and prosecute the Work to completion in accordance with the Project Schedule.

(e) The execution and delivery of this Agreement, and the consummation of the transactions herein contemplated and compliance with the terms and provisions hereof by it, will not conflict with or result in a material breach of, or require any consent under, any of its constitutive documents, or any applicable Law, or any agreement or instrument to which it is a party or by which it is bound or to which it is subject, or constitute a material default under any such agreement or instrument.

ARTICLE 13.
NOTICES

13.1 Writing. Except as set forth in Section 13.2, any notice, statement, demand, claim, offer or other written instrument required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and shall be sent by email, facsimile, hand messenger delivery, overnight courier service, or certified mail (receipt requested) to the other Party at the address set forth in Exhibit L. Each Party shall have the right to change the address information to which notice shall be sent or delivered or to specify additional addresses to which copies of notices may be sent, in either case by similar notice sent or delivered in like manner to the other Party. All notices shall be effective upon receipt.

13.2 Technical Communications. Any technical or other communications pertaining to the Work shall be between the Project Manager and the AWWU Representative or other representatives appointed by the Project Manager or the AWWU Representative. Each Party shall notify the other in writing of the name of such representatives. The Project Manager or other designated representatives shall be reasonably satisfactory to AWWU, have knowledge of the Work, and be available at all reasonable times for consultation.

ARTICLE 14.

CONFIDENTIALITY; PUBLIC STATEMENTS

14.1 Confidentiality. The Parties agree that the Parties' proposals, communications, negotiations, and information exchanged prior to the Effective Date concerning this Agreement and the development thereof, and technical and other information regarding or relating to the Facility, the Access Bridges or the Work exchanged between the Parties that is or otherwise clearly communicated to the receiving Party as "Confidential" constitute "Confidential Information" of the disclosing Party. The Owners and AWWU each agree to hold such Confidential Information wholly confidential. Such Confidential Information may only be used by the Parties for the purposes related to the approval, or administration or enforcement of this Agreement.

14.2 Disclosure. Each Party agrees not to disclose Confidential Information of the other Party to any other Person (other than its Affiliates, counsel, consultants, lenders, partners, members, employees, officers and director, and then only to Persons subject to similar confidentiality restrictions as those set forth herein), without the prior written consent of the other Party, provided, that, either Party may disclose Confidential Information, if such disclosure is required by Law, including without limitation, pursuant to an order of a court or regulatory agency or in order to enforce this Agreement or to seek approval of this Agreement. In the event a Party is required by Law or a Governmental Authority to disclose Confidential Information, such Party, prior to such disclosure, shall provide reasonable advance notice to the other Party of the time and scope of the intended disclosure, in order to permit such non-disclosing Party the opportunity to obtain a protective order or to otherwise seek to prevent or limit the scope or otherwise impose conditions upon such disclosure.

14.3 Injunctive Relief. Each Party agrees that violation of the terms of Sections 14.1 and 14.2 constitutes irreparable harm to the other, and that the harmed Party may seek any and all remedies available to it at law or in equity, including but not limited to injunctive relief.

14.4 Release of Agreement. The Parties agree that this Agreement, upon execution, shall not be considered Confidential Information. Except as required by Law, releasing the Agreement to the public shall be the sole responsibility of the Owners, to be released in the manner at a time decided in their sole discretion.

14.5 AWWU Public Statements.

(a) Until that date upon which the Fish and Wildlife Program is approved by the Governor of Alaska, and absent any pending judicial review or appeal, any public statements made by AWWU about the Fish and Wildlife Program or the development of the Facility must be approved by the Owners, such approval not to be unreasonably withheld or delayed. Notwithstanding the foregoing, AWWU may respond to any inquiries from any Governmental Authority in a manner consistent with this Agreement.

(b) AWWU shall make best efforts to ensure that all of the employees, agents, contractors and consultants of AWWU do not engage in any public activities while acting as employees, agents, contractors or consultants of AWWU, to include the public expression of statements that are reasonably likely to have an adverse effect on the public's perception of the Fish and Wildlife Program and the development of the Facility, it being understood by both AWWU and the Owners that such negative public statements may undermine the ability of the Owners to satisfy their obligations under the 1991 Agreement; provided, however, that the Parties

acknowledge that AWWU cannot restrict the rights of such people to express their personal opinions as private citizens.

ARTICLE 15.
MISCELLANEOUS

15.1 Reasonability. The Parties shall act in a reasonable manner and in accordance with principles of good faith and fair dealing in the performance of this Agreement. Unless expressly provided otherwise in this Agreement and whether or not stated: (a) where this Agreement requires the consent, approval, or similar action by a Party, such consent or approval shall not be unreasonably withheld, conditioned, or delayed; and (b) wherever this Agreement gives a Party a right to determine, require, request, specify, or take similar action with respect to a matter, such determination, requirement, request, specification, or similar action must be reasonable.

15.2 Entire Agreement. This Agreement, together with all Schedule and Exhibits hereto, embodies the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings of the Parties, verbal or written, relating to the subject matter hereof.

15.3 Waiver. Any waiver of the provisions of this Agreement must be in writing and shall not be implied by any usage of trade, course of dealing or course of performance. No exercise of any right or remedy by AWWU or the Owners constitutes a waiver of any other right or remedy contained or provided by Law. Any delay or failure of a Party to exercise, or any partial exercise of, its rights and remedies under this Agreement shall not operate to limit or otherwise affect such rights or remedies. Any waiver of performance hereunder shall be limited to the specific performance waived and shall not, unless otherwise expressly stated in writing, constitute a continuous waiver or a waiver of future performance.

15.4 Assignment. Neither Party shall assign this Agreement or any of its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, either Party, without relieving itself from liability hereunder, and without the need for consent from the other Party, provided that any such assignee shall agree to be bound by all terms and conditions hereof, may transfer, pledge or assign this Agreement: (a) to any person or entity succeeding to all or substantially all of the assets of the assigning Party; or (b) to a successor entity in a merger or acquisition transaction. Any assignment made in contravention of this Section 15.4 shall be void and unenforceable.

15.5 Governing Law; Submission to Jurisdiction; Venue; No Jury Trial.

(a) Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND INTERPRETED AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ALASKA, EXCLUDING ANY CHOICE OF LAW RULES.

(b) Submission to Jurisdiction, Venue. The Parties agree that any suit, action or other legal proceeding by or against any Party (or its Affiliates or designees) with respect to or arising out of this Agreement shall be brought exclusively in the courts of the State of Alaska, in the Municipality of Anchorage, as the Party instituting such suit, action or other legal proceeding

may elect, provided that claims related to federal water rights, federal legislation enabling the Facility or AWWU Facilities, or the 1991 Agreement may be brought in the United States District Court for the District of Alaska. By execution and delivery of this Agreement, each Party (for itself, its Affiliates and its designees) irrevocably and unconditionally consents and submits to the exclusive jurisdiction of such courts and the appellate courts therefrom, and waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding. The Parties irrevocably consent to the service of process in any such action or proceeding by the mailing of copies thereof by registered or certified mail, first class postage prepaid to the addresses set forth in Section 13.1.

(c) No Jury Trial. EACH OF THE PARTIES HEREBY WAIVES ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(d) Duty to Proceed. Pending final resolution of any Dispute, the Owners and AWWU shall continue to fulfill their respective obligations hereunder that are not the subject of the Dispute.

15.6 Construction. This Agreement is to be construed so as to effectuate the normal and reasonable expectations of a sophisticated buyer and seller of the equipment and services covered by this Agreement and shall not be construed either for or against either Party. No provision of this Agreement shall be construed or interpreted for or against either Party because such Party drafted or caused its legal representative to draft the provision.

15.7 Headings. The titles or headings of the various sections, articles and paragraphs hereof are intended solely for convenience and ease of reference and are not intended, and are not to be deemed for any purpose, to modify or explain or place any interpretation or construction upon any of the provisions of this Agreement.

15.8 Status of the Parties. The Owners and its Subcontractors shall be independent contractors in relation to AWWU with respect to the Work; and neither the Owners nor their Subcontractors, nor the employees or agents of either, shall be deemed to be the employees, representatives or agents of AWWU in connection with any matter relating to this Agreement. No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties.

15.9 Insurance. The Owners shall maintain the required insurance policies as set forth on Exhibit J-1 and AWWU shall maintain the required insurance policy as set forth on Exhibit J-2.

15.10 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and legal benefit of the Owners and AWWU, and their permitted successors and assigns, and no other person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Agreement.

15.11 Further Assurances. Each Party agrees to execute and deliver all further instruments and documents, and take all further action, as may be reasonably necessary to

complete performance by the Parties hereunder and to effectuate the purposes and intent of this Agreement.

15.12 Amendments. Except for any Change Order issued pursuant to ARTICLE 7, a removal of an Owner pursuant to Section 2.5, or a redesignation of the Project Manager, the AWWU Representative or notice information under Section 13.1, no change, amendment or modification of this Agreement shall be valid or binding upon the Parties unless such change, amendment or modification shall be in writing and duly executed by the Parties.

15.13 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, such determination will not affect any other provision of this Agreement and all other provisions will remain in full force and effect.

15.14 Conflicting Provisions. In the event of any conflict between this document and any Schedule or Exhibit attached hereto, the terms and provisions of this document, as amended from time to time, shall control. In the event of any conflict among the Exhibits, the Exhibit of the latest date mutually agreed to by the Parties shall control.

15.15 Survival. The provisions of ARTICLE 1, ARTICLE 6, ARTICLE 8, ARTICLE 9, ARTICLE 10, ARTICLE 11, ARTICLE 12, ARTICLE 13, and ARTICLE 15 shall survive termination of this Agreement for any reason.

15.16 Counterparts. This Agreement may be executed in any number of separate counterparts and delivered by electronic means, each of which when so executed shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

[***Remainder of page intentionally left blank***]

IN WITNESS WHEREOF, the Parties have caused this Water Facilities Interconnection Agreement to be executed by their duly authorized representatives as of the Effective Date.

AWWU:

ANCHORAGE WATER AND WATERWATER UTILITY, A DEPARTMENT OF THE MUNICIPALITY OF ANCHORAGE

By: _____

Name: _____

Title: Municipal Manager

By: _____

Name: _____

Title: General Manager

OWNERS:

CHUGACH ELECTRIC ASSOCIATION

By: _____

Name: _____

Title: _____

MATANUSKA ELECTRIC ASSOCIATION

By: _____

Name: _____

Title: _____

MUNICIPALITY OF ANCHORAGE

By: _____

Name: _____
Title: _____

Schedule 1.1

Definitions

"1991 Agreement" means that certain Agreement between the Municipality of Anchorage, Chugach Electric Association, Inc., Matanuska Electric Association, Inc., the United States Fish and Wildlife Service, the National Marine Fisheries Service, the State of Alaska, and the Alaska Energy Authority Relative to the Eklutna and Snettisham Hydroelectric Projects, dated August 7, 1991, as amended.

"Access Bridges" has the meaning set forth in the Recitals.

"Affiliate" means, with respect to any Person, any other Person controlling, controlled by or under common control with such first Person. For purposes of this definition and the Agreement, the term "control" (and correlative terms) means (1) the ownership of 50% or more of the equity interest in a Person, or (2) the power, whether by contract, equity ownership or otherwise, to direct or cause the direction of the policies or management of a Person.

"Agreement" has the meaning set forth in the Preamble, and shall include all Exhibits and Schedules hereto.

"Approvals" means Governmental Approvals and third-party approvals.

"AWWU" has the meaning set forth in the Preamble, and shall include all successors and permitted assigns of AWWU.

"AWWU Approvals" has the meaning set forth in Section 3.2.

"AWWU Event of Default" has the meaning set forth in Section 4.1.

"AWWU Isolation Valve" has the meaning set forth in Exhibit A-1.

"AWWU Facilities" has the meaning set forth in the Recitals.

"AWWU Representative" means the person designated by AWWU in accordance with Section 3.3 to act as the Owners' primary point of contact with AWWU.

"AWWU's Portion" has the meaning set forth in Exhibit A-1.

"AWWU's Water Permit" means that permit belonging to AWWU (LAS 2569) to use Owners' Water Rights for up to 41 million gallons per day for public water supply pursuant to the Act of October 30, 1984, 98 Stat. 2823, as may be replaced as described in Section 3.1 of the Water Supply Agreement.

"AWWU's Water" means any and all water belonging to AWWU pursuant to AWWU's Water Permit.

"Business Day" means any day other than a Saturday, Sunday or legal holiday in the state of Alaska.

"Change Order" means a written order signed by Project Manager and AWWU authorizing a change in the Work or an adjustment in the Project Schedule for performance or delivery of the Work.

"Chugach" has the meaning set forth in the Preamble, and shall include all successors and permitted assigns of Chugach.

"Commercial Operation" means that: (a) Owners have completed the Commissioning Procedures and the Facility has met the Facility Criteria; and (b) Owners have provided the Commercial Operation Certificate to AWWU.

"Commercial Operation Certificate" has the meaning set forth in Section 4.7.

"Commercial Operation Date" means the date upon which Commercial Operation is achieved.

"Commissioning Procedures" means a test of function of the Facility in accordance with the Commissioning Procedures Guidelines and Section 4.5.

"Commissioning Procedures Guidelines" means the guidelines for the Commissioning Procedures set forth on Exhibit E.

"Confidential Information" has the meaning set forth in Section 14.1.

"Construction Start CPs" has the meaning set forth in Section 4.1.

"Cost Responsibility Proportion" shall mean, with respect to each Owner, the percentage of the total applicable Eklutna Hydroelectric Project costs that such Owner is obligated to pay as agreed to by the Owners, which as of the Effective Date shall be, with respect to MOA, 19.05%, with respect to Chugach, 64.28%, and with respect to MEA, 16.67%, and which may be changed hereunder upon agreement between the Owners at any time.

"Day" or "day" means a calendar day, unless expressly specified otherwise.

"Delivery Point" has the meaning set forth in Exhibit A-1 and is depicted on the schematic included as part of Exhibit B.

"Delivery Point Meter" has the meaning set forth in Exhibit A-1.

"Dispute" has the meaning set forth in Section 11.5.

"Effective Date" has the meaning set forth in the Preamble.

"Eklutna Hydroelectric Project" means the Eklutna Hydroelectric Project initially authorized, constructed and operated pursuant to the Eklutna Project Act of July 31, 1950 (64 Stat. 382, as amended), including any and all property and facilities acquired or used in connection therewith, all of which was then sold to the Owners by the United States of America on October 2, 1997.

"Equipment" means all of the equipment, materials, apparatus, structures, supplies and other goods required by the terms of this Agreement to complete the Work and to be incorporated into the Facility. Equipment shall not include any materials, apparatus or tools owned by the Owners or any Subcontractor that are used to complete the Work but are not contemplated under this Agreement to become part of the Work or the Facility.

"Equipment Documentation" means copies or originals of all recommended operating specifications, warranties, manuals, test reports, vendor information and all other similar information obtained or prepared, and to be delivered, by the Owners in accordance with the terms of this Agreement.

"Event of Default" has the meaning set forth in Section **Error! Reference source not found.**1.

"Facility" has the meaning set forth in the Recitals.

"Facility Criteria" means the criteria set forth in Exhibit I.

"Final Acceptance" means the final acceptance of the Work by AWWU, as demonstrated by the process set forth in Section 4.5.

"Final Acceptance Items" has the meaning set forth in Section 4.5.

"Fish and Wildlife Program" has the meaning set forth in the Recitals.

"Force Majeure Event" means the occurrence of any act or event beyond the reasonable control of the Party affected that prevents the affected Party from performing its obligations under this Agreement, in full or part, if such act or event is beyond the reasonable control of, and not the result of the fault or negligence of, the affected Party and such Party has been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums), including the following: drought, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance, sabotage, terrorism or threat of terrorism, strike or labor difficulty, accident or curtailment of supply or equipment, total casualty to equipment, or restraint, order or decree by a Governmental Authority. Notwithstanding the foregoing, Force Majeure Events shall expressly not include mechanical or equipment failures (except to the extent any such failure is itself caused by a Force Majeure Event), nor any diminution in water quality in Eklutna Lake.

"Governmental Approvals" means all authorizations, consents, licenses, leases, rulings, certifications, registrations, exemptions, permits, certificates, and approvals from any Governmental Authority.

"Governmental Authority" means any federal, state or local government, any political subdivision thereof, or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or other entity having jurisdiction over the performance of the Work, the Facility or its operations, or the health, safety or environmental conditions of the Site or otherwise over the Parties.

"Hazardous Material" means any waste, chemical or other substance or material that is defined as "hazardous" or "toxic" or by any other similar term under any applicable Law relating to environmental, health or safety matters.

"Indemnified Parties" has the meaning set forth in Section 10.1.

"Indemnifying Party" has the meaning set forth in Section 10.3.

"Injection Point" means the point where AWWU Facilities meet facilities owned by the Owners near the outlet of the Eklutna Lake, where AWWU receives all of AWWU's Water from Eklutna Lake, as depicted in the schematic included as part of Exhibit B.

"Isolation Valve Structure" has the meaning set forth in Exhibit A-1.

"Isolation Valves" has the meaning set forth in Exhibit A-1.

"Law" means any constitution, charter, act, statute, law, ordinance, code, rule, regulation, order, specified standards or objective criteria contained in any applicable permit or approval (which standards or criteria must be met in order for the Work to be performed lawfully) or other legislative or administrative action of any Governmental Authority or a final decree, judgment or order of a court or tribunal.

"Liabilities" has the meaning set forth in Section 10.1.

"MEA" has the meaning set forth in the Preamble, and shall include all successor sand assigns of MEA.

"MOA" has the meaning set forth in the Preamble, and shall include all successor sand assigns of MOA.

"Non-Owner Work" has the meaning set forth in Section 8.4.

"Owners" has the meaning set forth in the Preamble, and shall include all successors and permitted assigns of the Owners.

"Owner" has the meaning set forth in the Preamble, and shall include all successors and permitted assigns of an Owner.

"Owners' Isolation Valve" has the meaning set forth in Exhibit A-1.

"Owners' Portion" has the meaning set forth in Exhibit A-1.

"Owners' Water" means any and all water belonging to the Owners pursuant to the Owners' Water Rights.

"Owners' Water Rights" means that certain senior priority water right held by the Owners for the water in Eklutna Lake for use in generating power for the Eklutna Hydroelectric Project as described in water rights certificate ADL 44944.

"Party" and "Parties" has the meaning set forth in the Preamble.

"Person" means any individual, partnership, corporation, limited liability company, association, business, trust, government or political subdivision thereof, Governmental Authority or other entity.

"Project Manager" means the Project Manager designated by the Owners in accordance with Section 2.5.

"Project Schedule" means the Project Schedule attached hereto as Exhibit D.

"Prudent Industry Standards" means those standards of care and diligence normally practiced by water transportation infrastructure engineering, construction and installation firms in performing services of a similar nature in a similar jurisdiction in which the Work will be performed. Prudent Industry Standards are not intended to be limited to optimum practice or methods, but rather to be a spectrum of reasonable

and prudent practices and methods that must take the conditions specific to any given water transportation facility under consideration.

"River Release Structure" has the meaning set forth in Exhibit A-1.

"Scope of Work" means the Scope of Work attached hereto as Exhibit C.

"Site" means the location of the Facility as further described in Exhibit B.

"Standard of Work" has the meaning set forth in Section 2.2.

"Subcontractor" means any Person with whom the Owners, or any individual Owner, enters into an arrangement for the performance of any portion of the Work, including Persons at any tier with whom any Subcontractor has further subcontracted any portion of the Work, and the legal or personal representatives, successors, and assigns of such Person.

"Transportation Agreement" has the meaning set forth in the Recitals.

"Unanticipated Conditions" has the meaning set forth in Section 7.3.

"Warranty Period" has the meaning set forth in Section 8.2.

"Water Supply Agreement" has the meaning set forth in the Recitals.

"Work" means all phases of Owners' performance of their construction-related obligations under this Agreement, including engineering, design, procurement, construction, erection, installation, training, testing with respect to the Facility, and the installation of the Access Bridges. For the sake of clarity, any operation and maintenance of the Facility occurring after Final Acceptance does not constitute Work hereunder, unless such operation or maintenance is being conducted pursuant to the warranty provisions set forth in ARTICLE 8.

Schedule 3.5[5]

Site and AWWU Facilities Conditions

[5] **Note to Accompany Final Draft**: This Exhibit will be populated by AWWU after Governor approval and prior to signing.

Exhibit A-1[6]

Eklutna River Release Facility Description and Definitions

The **"*Eklutna River Release Facility"*** shall consist of an Isolation Valve Structure and the River Release Structure.

The "***Isolation Valve Structure***" shall include:

- a new tee to be built in the AWWU pipeline downstream of the AWWU tunnel/pipeline transition and upstream of the AWWU portal valve (the "***Delivery Point***")
- A 54-inch gate valve on the main segment of AWWU pipeline intended to provide dual means of isolation for AWWU's pipeline segment ("***AWWU Isolation Valve***")
- A 42-inch gate valve on the branch segment of AWWU pipeline intended to provide isolation to the river release structure ("***Owners' Isolation Valve***", together with the AWWU Isolation Valve, the "***Isolation Valves***").
- Related controls and communication technology to be installed by the Owners in the main line of the AWWU Facilities.

The "***River Release Structure***" shall include:

- [A new pipeline from the Isolation Valve Structure to the Eklutna River]
- Control valves
- A new meter installed at the Delivery Point ("***Delivery Point Meter***")
- Monitoring and control equipment to be installed by Owners [*describe where]*.

"***AWWU's Portion***" of the Facility shall consist of the Isolation Valve Structure [and _____]

The "***Owners' Portion***" of the Facility shall consist of the River Release Structure [and _____]

---

[6] **Note to Accompany Final Draft**: This Exhibit will be revised and finalized by Owners to reflect the proposal approved by the Governor and prior to signing.

Exhibit A-2[7]

Description of Facility Controls, Metering, and Communication Facilities

[7] **Note to Accompany Final Draft**: This Exhibit will be populated after Governor approval and prior to signing.

Exhibit A-3[8]

Design (as of Effective Date)

[8] **Note to Accompany Final Draft**: This Exhibit will be populated by Owners after Governor approval and prior to signing.

Exhibit B[9]

Description and Schematic of Site, AWWU Facilities, and Injection Point and Delivery Point

[9] **Note to Accompany Final Draft**: This Exhibit will be populated by Owners after Governor approval and prior to signing.

Exhibit C

Scope of Work[10]

(a) Supply and Procurement. Owners shall at their own expense procure or supply and pay for all of the Equipment, and arrange and pay for the delivery of all of the Equipment to the Site.

(b) Engineering and Design. Owners shall at their own expense design and provide engineering services with respect to the Facility in a manner that shall be:

(i) Consistent with the actual conditions existing at the Site;

(ii) Consistent with the requirements set forth in this Scope of Work;

(iii) Sufficient, complete, and adequate in all respects necessary to enable the Facility to satisfy (A) the Facility Criteria and (B) all required Governmental Approvals;

(iv) In conformance with applicable Laws, including national, state, and local engineering, construction, safety, and electrical codes and standards, as specified in the Scope of Work, or if none are specified for the particular matter, with Prudent Industry Standards; and

(v) In form and content acceptable to all Governmental Authorities.

(c) Construction and Installation. Owners shall provide, install, complete and pay for all labor, Equipment, tools, supplies, construction equipment and machinery, utilities and consumables, transportation and other facilities and services (including any temporary materials, equipment, supplies and facilities) necessary for the proper execution and completion of the Work. All construction and installation performed by the Owners under this Agreement shall be in accordance with the given manufacturer's written instructions and Prudent Industry Standards, in each case unless otherwise agreed by AWWU in advance in writing.

(d) Utilities. The Owners shall provide all of the transmission, power, and communication facilities necessary for construction.

(e) Equipment Documentation and Equipment Training. The Owners shall provide AWWU with all Equipment Documentation for the AWWU Portion, and shall provide AWWU's personnel with up to five (5) days of on-site training in the use and operation of the AWWU Portion, as further detailed in the Transportation Agreement.

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[10] **Note to Accompany Final Draft**: This Exhibit is subject to further revisions and will be finalized after Governor approval and prior to signing.

(f) Approvals. Except for applicable AWWU Approvals, the Owners shall obtain and maintain all Approvals (including all fees and permits) required to perform the Work, including (without limitation) approvals and agreements required to interconnect the Facility with the AWWU Facilities. The Owners shall pay for all such Approvals, and shall reimburse AWWU for costs associated with obtaining and maintaining all AWWU Approvals. Owners shall promptly provide AWWU with copies of all such Approvals upon the Owners' obtaining such Approvals. In order to assist the Owners in obtaining such Approvals, AWWU shall provide the Owners with such reasonable assistance as the Owners may request.

(g) Security. The Owners shall be responsible for the security of the Work and shall construct security facilities (e.g. fencing surrounding the Facility at the Site) to ensure the security of the Work. The Owners shall coordinate with AWWU for the ingress and egress of the Owners' personnel to and from the Site to minimize disruption of AWWU operations.

(h) Conduct at Site. AWWU shall have access to the Site at all times, and the Owners shall, and shall require their Subcontractors to, use commercially reasonable efforts to avoid inhibiting the operations of AWWU at the Site, and the operation of the AWWU Facilities. The Owners shall comply with work rules and work hours reasonably established by AWWU with regard to Work involving the AWWU Facilities.

Exhibit D

Project Schedule[11]

[11] **Note to Accompany Final Draft**: This Exhibit will be populated after Governor approval and prior to signing.

Exhibit E

Commissioning Procedures Guidelines[12]

[12] **Note to Accompany Final Draft**: This Exhibit will be populated after Governor approval and prior to signing.

Exhibit F[13]

AWWU Approvals

[13] **NTD**: AWWU to Provide.

Exhibit G

Pass-through Warranties for AWWU Portion[14]

[14] **Note to Accompany Final Draft**: This Exhibit will be populated after Governor approval and prior to signing.

Exhibit H[15]

Form of Commercial Operation Certificate

[15] **Note to Accompany Final Draft**: This Exhibit will be provided by Owners after Governor approval and prior to signing.

Exhibit I[16]

Facility Criteria

[16] **Note to Accompany Final Draft**: This Exhibit will be populated by Owners after Governor approval and prior to signing.

Exhibit J-1[17]

Owners' Insurance Requirements

[17] **Note to Accompany Final Draft**: This Exhibit will be populated by the Parties after Governor approval and prior to signing.

Exhibit J-2[18]

AWWU Insurance Requirements

[18] **Note to Accompany Final Draft**: This Exhibit will be populated by the Parties after Governor approval and prior to signing.

Exhibit K[19]

Description of Access Bridges (to be developed by Owners)

[19] **Note to Accompany Final Draft**: This Exhibit will be populated after Governor approval and prior to signing.

Exhibit L[20]

Notice Information; Project Manager; AWWU Representative

If delivered to the Owners, o them at	Chugach Electric Association, Inc. Attention: [_____] **[ADDRESS 1]** **[ADDRESS 2]** **[CITY, STATE, ZIP]** Phone: [(___) ___-____] Email: [_____] Matanuska Electric Association, Inc. Attention: [_____] **[ADDRESS 1]** **[ADDRESS 2]** **[CITY, STATE, ZIP]** Phone: [(___) ___-____] Email: [_____] Municipality of Anchorage Attention: [_____] **[ADDRESS 1]** **[ADDRESS 2]** **[CITY, STATE, ZIP]** Phone: [(___) ___-____] Email: [_____]
If delivered to AWWU, to it at	Anchorage Water and Wastewater Utility, a department of the Municipality of Anchorage Attention: [_____] **[ADDRESS 1]** **[ADDRESS 2]** **[CITY, STATE, ZIP]** Phone: [(___) ___-____]
Project Manager	[_____]
AWWU Representative	[_____]

[20] **Note to Accompany Final Draft**: To be populated immediately prior to execution, after Governor approval, as such information is subject to change.

ATTACHMENT B

TRANSPORTATION AGREEMENT

Confidential – Subject to Common Interest Agreement
Execution Version

LONG-TERM WATER TRANSPORTATION AGREEMENT

by and between

Anchorage Water and Wastewater Utility

as

Provider

And

Chugach Electric Association, Inc,

Matanuska Electric Association, Inc., and the Municipality of Anchorage

as

Owners

Dated as of [_____][1]

EKLUTNA RIVER RELEASE FACILITY

---

[1] **Note to Accompany Final Draft**: This Agreement has been form agreed as between the Parties but will not be signed by the MOA until after Governor approval of the Fish and Wildlife Plan has occurred and such signatures have been authorized by the Anchorage Assembly. Prior to execution, this footnote can be deleted from the draft.

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LONG-TERM WATER TRANSPORTATION AGREEMENT

This LONG-TERM WATER TRANSPORTATION AGREEMENT (this "Agreement"), dated as of [_____] (the "Effective Date"), is entered into by and between Anchorage Water and Wastewater Utility ("AWWU"), and Chugach Electric Association, Inc. ("Chugach"), Matanuska Electric Association, Inc. ("MEA"), and the Municipality of Anchorage ("MOA") (each of Chugach, MEA, and MOA is an "Owner" and collectively they are referred to as the "Owners"). The Owners and AWWU are sometimes referred to herein as a "Party" or collectively as the "Parties".

R E C I T A L S

WHEREAS, the Owners own and operate the Eklutna Hydroelectric Project, commissioned in 1954, which includes an earthen dam at the outlet of Eklutna Lake and which, under normal operating conditions, diverts all inflows of water into the Eklutna Lake for hydroelectric production rather than into the Eklutna River;

WHEREAS, AWWU owns and operates certain existing water transportation facilities integrated with the Eklutna Hydroelectric Project as further described and depicted in Exhibit B (the "AWWU Facilities") located near the outlet of Eklutna Lake and adjacent to the Eklutna River, which AWWU uses to provide public water supply for its customers;

WHEREAS, the Owners are parties to the 1991 Agreement (as defined below), pursuant to which they are required to develop and implement a Fish and Wildlife program every thirty-five years to protect, mitigate damages to, and enhance fish and wildlife impacted by the development of the Eklutna Hydroelectric Project (the "Fish and Wildlife Program");

WHEREAS, as a result of the process set forth in the 1991 Agreement, the Owners have developed a draft Fish and Wildlife Program in which the Owners propose to: (1) develop an Eklutna River release facility consisting in part of AWWU Facilities and facilities constructed pursuant to the Interconnection Agreement, all as further described in Exhibit A and as will be depicted as-built in the Operating Procedures (the "Facility"); (2) to transport water from Eklutna Lake through the Facility and release it into the Eklutna River; and (3) to maintain and operate the Facility;

WHEREAS, in connection with the execution of this Agreement and in order to enable future implementation of the Fish and Wildlife Program (if approved by the Governor of Alaska) and address compensation for AWWU's use of Owners' Water Rights, the Parties also entered into a Water Facilities Interconnection Agreement (the "Interconnection Agreement") pursuant to which the Parties will construct the Facility, and a new Public Water Supply Agreement (the "Water Supply Agreement");

WHEREAS, after the Facility achieves Final Acceptance pursuant to the terms of the Interconnection Agreement and all other conditions precedent set forth herein are achieved, (1) the Owners' desire to engage AWWU to provide, and AWWU desires to provide, the Water Transportation Services; and (2) the Owners and AWWU each desire to operate and maintain portions of the Facility pursuant to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises of this Agreement, the Interconnection Agreement, and the Water Supply Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owners and AWWU, intending to be legally bound, hereby agree as follows:

ARTICLE 1.
DEFINITIONS; INTERPRETATION; EXHIBITS

1.1 Defined Terms. Capitalized terms used in this Agreement without other definition shall have the meanings set forth in Schedule 1.1, unless the context requires otherwise.

1.2 Interpretation. As used in this Agreement, the terms "herein," "herewith" and "hereof" are references to this Agreement, taken as a whole; the terms "includes" or "including" shall mean "including, without limitation"; and references to a "Section," "Article", "Exhibit" or "Schedule" shall mean a Section, Article, Exhibit or Schedule of this Agreement, as the case may be, unless in any such case the context requires otherwise. All references to a given Exhibit, Schedule, agreement, instrument or other document shall be a reference to that agreement, instrument or other document as modified, amended, supplemented and restated through the date as of which such reference is made. A reference to a Person includes its permitted successors and permitted assigns. The singular shall include the plural and the masculine shall include the feminine and neuter, and vice versa.

ARTICLE 2.
TERM

2.1 Term.

(a) The term of this Agreement shall commence on the Effective Date and continue until the conclusion of the Delivery Term or unless earlier terminated pursuant to the terms of this Agreement (the "Term").

(b) AWWU's obligation to provide the Water Transportation Services and the Parties' obligations to commence the Operational Work hereunder shall be effective on the date upon which the Facility achieves Final Acceptance under terms of the Interconnection Agreement (the "Delivery Term Effective Date") and shall continue in full force and effect for 35 years thereafter, subject to any early termination provisions set forth herein (the "Initial Delivery Term"). At the conclusion of the Initial Delivery Term, the Agreement shall automatically renew each year, unless a Party notifies the other Party at least 60 days prior to the expiration of the Initial Delivery Term or each extended year thereafter that it does not wish to renew the Agreement. The Initial Delivery Term as so extended is the "Delivery Term".

ARTICLE 3.
WATER TRANSPORTATION AND SCHEDULING

3.1 Water Transportation Services. During the Delivery Term, AWWU shall, pursuant to the schedules set forth in Section 3.2 and the Operating Procedures developed pursuant to Section 3.3, transport Owners' Water, comingled with and undifferentiated from AWWU's Water, through AWWU Facilities from the Injection Point to the Delivery Point, in any amount requested

by the Owners (the "Water Transportation Services"), provided, that, such requested amount shall under no circumstances: (a) inhibit the ability of AWWU to deliver a daily flow rate of at least 41 MGD to the downstream Eklutna Water Treatment Facility at a pressure sufficient to allow normal operation of the EWTF as currently configured; (b) exceed the hydraulic capacity or design criteria of the AWWU Facilities; or (c) exceed any then-active Curtailment Limit (clauses (a)-(c), the "Water Release Limits").

3.2 Scheduling.

(a) During the first week of each month of each year of the Delivery Term, and in accordance with the Operating Procedures, the Owners shall provide AWWU with a written anticipated daily Owners' Water release schedule for the following month (e.g., on the first Business Day of January, the Owners shall provide the anticipated schedule for each day of February) based on Eklutna Lake levels and Fish and Wildlife Program obligations, all subject to the Water Release Limits (the "Monthly Water Release Schedule").

(b) No later than the last Business Day of each week of the Delivery Term, the Owners may submit in writing in accordance with the Operating Procedures, updated daily Owners' Water release amounts for the following week, provided that under no circumstance shall such updates exceed the Water Release Limits.

3.3 Metering.

(a) At all times during the Delivery Term, AWWU shall maintain an Injection Point Flow Meter to measure real-time water flowing into AWWU's Facilities from Eklutna Lake.

(b) At all times during the Delivery Term, the Owners shall maintain the Delivery Point Meter to measure real-time water quantities flowing into the River Release Structure at the Delivery Point, which shall be used to calculate the amount of Owners' Water received by the Owners as part of the Water Transportation Services.

(c) Each Party shall take reasonable measures to ensure that the other Party has access to real-time water flow quantity information from both the Injection Point Flow Meter and the Delivery Point Meter, as applicable, pursuant to procedures set forth in the Operating Procedures.

(d) For each month of the Delivery Term, the Owners shall prepare a written report for AWWU detailing the actual water flow amounts through the Injection Point Flow Meter and the Delivery Point Meter, and the amount of Owners' Water delivered to the Delivery Point, all as compared with the Monthly Water Release Schedule (as updated by Section 3.2(b) and pursuant to the procedures detailed in the Operating Procedures).

ARTICLE 4.
OPERATION AND MAINTENANCE

4.1 AWWU Facilities and AWWU's Portion. Throughout the Delivery Term, the AWWU Facilities and AWWU's Portion shall be exclusively operated, managed, and maintained by AWWU or any AWWU designee in accordance with all Governmental Approvals, applicable

Law, Prudent Industry Standards, all subject to the Owners' maintenance access rights to the Owners' Isolation Valve as set forth in Section 4.3.

4.2 Owners' Portion. Throughout the Delivery Term, the Owners' Portion shall be exclusively operated, managed, and maintained by the Owners or any designee of the Owners in accordance with all Governmental Approvals, applicable Law, and Prudent Industry Standards.

4.3 Owners' Isolation Valve. Throughout the Delivery Term, the Owners shall be responsible for all operation and maintenance of the Owners' Isolation Valve contained within AWWU's Portion. As part of the Access License granted by AWWU to the Owners pursuant to Section 9.1, AWWU shall ensure that at all times the Owners have access to the Owners' Isolation Valve as necessary to enable the Owners to maintain and operate the Owners' Isolation Valve in accordance with the Operating Procedures, provided, that, AWWU may from time to time assume operational responsibility for the Owners' Isolation Valve temporarily only to the extent necessary to address urgent security or safety issues and to avoid putting AWWU's public water supply at risk of interruption or contamination.

4.4 Approvals. Throughout the Delivery Term, AWWU shall be responsible for obtaining and maintaining all Approvals necessary for the provision of Water Transportation Services and all Operational Work set forth herein, except for those Approvals set forth on Exhibit C hereto, for which the Owners will be responsible for obtaining and maintaining (the "Owners' Approvals"). Each Party shall provide the other Party with such reasonable assistance as such first Party may request in obtaining applicable Approvals.

4.5 Duty to Cooperate. Each Party shall, throughout the Delivery Term, cooperate with the other Party as necessary to facilitate the provision of the Water Transportation Services, the Operational Work and all other responsibilities and obligations under this Agreement in a timely manner.

4.6 Skill and Expertise. Each Party shall, throughout the Delivery Term, use commercially reasonable efforts to ensure that all employees and contractors engaged in connection with the provision of the Water Transportation Services, the Operational Work or any other maintenance of, operation of, service of, and any future modification to (to include design, construction, commissioning, and installation) the Facility shall have the appropriate and necessary experience, skill and expertise to carry out the tasks efficiently, professionally, and in accordance with Prudent Industry Standards and applicable Law.

4.7 Successor Operator. If, during the Term, the Owners wish to no longer be responsible for any of the operation and maintenance responsibilities set forth in Sections 4.2 and 4.3, for any reason, prior to turning over such operation and maintenance to a third-party entity, AWWU must consent to such third-party entity, such consent not to be unreasonably withheld, conditioned, or delayed. For the sake of clarity, this Section 4.7 does not impact the Owners' right to freely use Subcontractors to conduct any of its responsibilities under Sections 4.2 and 4.3; this Section 4.7 only applies in situations where the Owners plan to no longer be ultimately liable for such obligations hereunder.

ARTICLE 5.
OPERATING PROCEDURES

5.1 Operating Procedures.

(a) At least 60 days prior to the commencement of the Delivery Term, AWWU and the Owners shall develop written detailed operating procedures governing the Water Transportation Services pursuant to the terms in this Agreement (the "Operating Procedures"). Such Operating Procedures shall comply with all applicable Approvals, Prudent Industry Standards and applicable Law and shall, at a minimum, set forth (i) the agreed methods for day-to-day communication and reporting requirements of each Party; (ii) key personnel lists for AWWU and for the Owners necessary for the facilitation of the Operational Work and the provision of the Water Transportation Services; (iii) processes for planning and communication between the Parties to coordinate regarding scheduling pursuant to Section 3.2 and Excused Events pursuant to Article 8; (iv) reporting and determining Curtailment Durations and Curtailment Limits for Excused Events pursuant to Article 8; (v) sharing of information from the Delivery Point Meter and the Injection Point Flow Meter pursuant to Section 3.3; (vi) ongoing reporting requirements of the Owners of metered water flow quantities measured at the Delivery Point and the Injection Point pursuant to Section 3.3; (vii) the process for obtaining and maintaining necessary Approvals throughout the Delivery Term; (viii) reference to necessary Facility equipment specifications and operation and maintenance manuals; (ix) inclusion of the final as-built drawings for the Facility developed pursuant to the Interconnection Agreement; (x) a clear process for ensuring that at all times during the Delivery Term, the Water Release Limits are met; (xi) each Party's legal notice address information for the delivery of notices required under this Agreement; and (xii) any other procedures related to the provision of the Water Transportation Services and Operational Work that the Parties deem necessary. Such Operating Procedures shall include any and all detailed definitions, drawings, and descriptions of the AWWU Facilities and the Facility as necessary to facilitate the coordination and responsibilities of the Parties as set forth herein. In the event of any disagreement in the development of the Operating Procedures, the Parties shall work in good faith to promptly resolve differences. AWWU's actual costs of developing such Operating Procedures shall be reimbursed by the Owners pursuant to Section 6.3.

(b) Throughout the Delivery Term, the Operating Procedures shall be updated from time to time by AWWU as needed upon written notice to the Owners, or upon written request by the Owners, to reflect ministerial changes to ensure continued accuracy and relevancy (e.g. personnel, contact/notice information, and Facility equipment upgrades), provided, that, such changes made pursuant to this Section 5.1(b) shall under no circumstances materially modify the obligations and responsibilities of the Parties as set forth herein.

ARTICLE 6.
COSTS; TAXES; REIMBURSEMENT

6.1 Costs and Compensation. Unless specifically stated otherwise, all costs borne initially by each Party in connection with the exercising of its rights and the performance of its obligations under this Agreement shall be the responsibility of such Party initially incurring such costs. In partial consideration of the costs to AWWU incurred in provision of the Water Transportation Services provided under this Agreement for the benefit of the Owners, the Parties

entered into the Water Supply Agreement for the same duration as this Agreement, pursuant to which AWWU shall have access to the use of certain of the Owners' facilities without additional compensation for its provision of public water supply.

6.2 Taxes. The Owners shall be responsible for and shall reimburse AWWU for any sales, use, gross receipts, occupation, and other taxes (excluding income, and franchise tax) imposed upon AWWU from time to time payable related to AWWU's provision of services set forth herein.

6.3 Reimbursement. For those AWWU costs that the Owners are specifically required to reimburse hereunder, AWWU shall submit to each of the Owners a detailed accounting of such cost for which AWWU is seeking reimbursement, together with such supporting documentation as the Owners shall reasonably require, including a reference to the applicable section of this Agreement demonstrating the Owners' responsibility for such costs. Within sixty (60) Days after receiving a properly completed application for reimbursement and all required supporting documentation, each of the Owners shall individually: (i) pay AWWU their respective Cost Responsibility Proportion of the amounts set forth in AWWU's application for payment; or (ii) notify AWWU in writing that such Owner believes in good faith that a requested payment amount is not due and owing and shall request the commencement of negotiations pursuant to Section **Error! Reference source not found.**. In addition to the requirement that each Owner pay its Cost Responsibility Proportion as required in this Section, the Owners shall each be jointly and severally liable for all reimbursement obligations owed to AWWU under this Article 6.

ARTICLE 7.
TITLE

7.1 Title; Custody; Risk of Loss

(a) Legal title to and ownership of all Owners' Water shall remain with the Owners at all times during the provision of Water Transportation Services.

(b) For Owners' Water flowing through AWWU's Facilities as part of the Water Transportation Services: control, custody and risk of loss of such Owners' Water shall transfer from the Owners to AWWU at the Injection Point, where such Owners' Water shall comingle with AWWU's Water until reaching the Delivery Point, at which point the custody, control and risk of loss for an amount of water equal to the original amount of Owners' Water released into the AWWU Facilities at the Injection Point shall pass back to the Owners.

ARTICLE 8.
EMERGENCY CURTAILMENT; FORCE MAJEURE

8.1 Outages

(a) Planned Outages. AWWU shall be excused from the performance of the Water Transportation Services in the event of Planned Outages noticed by and compliant with this Section 8.1(a). AWWU and the Owners shall develop a schedule and protocol, pursuant to the procedures set forth in the Operating Procedures, for Planned Outages of the Facility or the AWWU Facilities in order to allow for routine maintenance and inspection activities. Such

schedule for each Planned Outage shall specify the associated Curtailment Limits and Curtailment Duration. Such schedule and protocol shall take into account routine hydropower operations to ensure that Planned Outages only be scheduled at times when there is sufficient water available in Eklutna Lake to allow water releases through the maintenance gate of the diversion dam in the amounts necessary for the Owners to meet their obligations under the Fish and Wildlife Program. In addressing Planned Outages on AWWU Facilities and the AWWU Portion, AWWU shall use commercially reasonable efforts to minimize the length of the Curtailment Duration and the level of Curtailment Limits. For the sake of clarity, planned outages to AWWU Facilities or other AWWU property downriver of the Isolation Valve Structure do not meet the definition of Planned Outage and are addressed in Section 8.1(c)(i) below.

(b) Forced Outages. AWWU shall be excused from the performance of the Water Transportation Services in the event of Forced Outages noticed by and compliant with this Section 8.1(b). AWWU shall (i) use commercially reasonable efforts to notify the Owners of any Forced Outage, and (ii) provide an initial written or email estimate of the expected Curtailment Duration and Curtailment Limit within two (2) hours thereafter. In managing Forced Outages, AWWU shall use commercially reasonable efforts to minimize the duration of resulting Curtailment Duration and the level of Curtailment Limits. For the sake of clarity, forced outages to AWWU Facilities or other AWWU property downriver of the Isolation Valve Structure do not meet the definition of Forced Outage and are addressed in Section 8.1(c)(ii) below. During a Forced Outage, the Owners shall be responsible for complying with their Fish and Wildlife Program obligations through other means (such as releasing water into the river through the maintenance gate of the diversion dam).

(c) Outages to Downstream AWWU Infrastructure.

(i) In the event of any planned outage in the AWWU Facilities or in other AWWU property downstream of the Isolation Valve Structure that, without the closing of the Owners' Isolation Valve, would have an effect on the flow of water through the AWWU Facilities from the Injection Point to the River Release Structure, AWWU must notify the Owners at least thirty (30) days in advance of such planned outage to allow the Owners to adjust the Owners' Isolation Valve in such a way that allows for continued Water Transportation Services during such outage.

(ii) In the event of any forced, unexpected outage in the AWWU Facilities or at the Eklutna Water Treatment Facility downstream of the Isolation Valve Structure that, without the closing of the Owners' Isolation Valve, would have an effect on the flow of water through the AWWU Facilities from the Injection Point to the River Release Structure, AWWU shall notify the Owners as soon as possible to allow for the Owners to adjust the Owners' Isolation Valve to allow for the greatest possible continued flows of water into the Eklutna River through the River Release Structure during the duration of such forced outage.

8.2 Force Majeure. Each Party shall be excused from performance and shall not be considered to be in default with respect to any obligation hereunder, except for the Owners' obligation to reimburse AWWU for costs pursuant to Section 6.3, if and to the extent that such Party's failure of, or delay in, performance is due to a Force Majeure Event; provided, that:

(a) such Party gives the other Party prompt written notice describing the particulars of the Force Majeure Event as soon as is reasonably practicable after becoming aware of the occurrence of the Force Majeure Event;

(b) the suspension of performance is of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;

(c) no obligations of affected Party that arose before the occurrence of the Force Majeure Event causing the suspension of performance shall be excused as a result of such Force Majeure Event, unless and only to the extent that the performance of such obligations is impaired by the Force Majeure Event;

(d) the Party uses diligent commercially reasonable efforts to overcome or mitigate the effects of the Force Majeure Event; and

(e) when the Party is able to resume performance of its obligations under this Agreement, such Party shall give the other Party written notice to that effect and shall promptly resume performance hereunder.

ARTICLE 9.
ACCESS; ROADS AND BRIDGES

9.1 Site Access. Throughout the Delivery Term, AWWU shall, with respect to the land and access roads within its control, provide the Owners with a non-exclusive license to access the Site (through use of AWWU's access road), AWWU's Portion, and the AWWU Facilities as necessary to enable the Owners to operate and maintain the Owners' Isolation Valve and the Owners' Portion, and as otherwise reasonably necessary to facilitate the Owners' rights and obligations hereunder (the "Access License"), provided, that, AWWU may from time to time limit access to the Site or the AWWU Facilities temporarily only to the extent necessary to address reasonable security or safety issues and to avoid putting AWWU's public water supply at risk of interruption or contamination. To the extent that any additional access permissions from third-party landowners adjacent to the Site may be required for the Owners to exercise their rights or perform their obligations hereunder, obtaining such Approvals shall be the responsibility of the Owners, subject to AWWU's duty to assist and cooperate under Section 4.5, and provided that such assistance and cooperation with respect to such third-party approvals may require that AWWU be the first and primary point of contact with such third party in situations where AWWU has an existing easement or applicable existing relationship with such third party. AWWU shall be reimbursed for any and all of its reasonable and documented costs or expenses of providing such assistance and cooperation with respect to such third-party approvals. To the extent that AWWU adds access or other security or safety limitations to the Site, to AWWU's Portion or to the AWWU Facilities, the Owners and AWWU shall cooperate in ensuring continuous access for the Owners and their contractors to enable operation and maintenance of the Owners' Isolation Valve and the Owners' Portion, subject to the new limitations.

9.2 AWWU Access Road. AWWU shall be responsible, at its own expense, for brushing, clearing, plowing, and maintaining its access road and all bridges thereon to the AWWU Facilities, both upstream and downstream of the Facility. The Owners may use such access road

as part of its Access License granted pursuant to Section 9.1, and may, at their discretion, brush, clear, and plow the access road as needed to facilitate the Owners' access to the Facility, provided that under no circumstances shall the Owners be required to conduct such brushing, clearing or plowing.

9.3 Access Bridges. Pursuant to the Interconnection Agreement, the Owners agreed to install Access Bridges to improve Facility access and account for the additional traffic on the AWWU access road connected with the activities described in the Interconnection Agreement and this Agreement. As set forth in the Interconnection Agreement, upon completion of Access Bridge construction, the full responsibility for (and associated costs of) such bridge maintenance passes to AWWU, provided, that the Owners shall be responsible for any maintenance associated with damage caused by the Owners' gross negligence or intentional misconduct.

ARTICLE 10.
LIMITATIONS ON LIABILITY

10.1 Aggregate Limitation of Liability. Notwithstanding any other provision of this Agreement, the total aggregate liability of the Owners and the total aggregate liability of AWWU arising out of or relating to this Agreement, from any and all causes, whether based on contract, tort (including negligence), strict liability or any other cause of action, shall in no event exceed ten million dollars ($10,000,000.00) for AWWU, and ten million dollars ($10,000,000.00) for the Owners collectively, provided that such limit shall not apply in the case of such Party's (i) gross negligence or willful misconduct, (ii) third-party indemnity obligation, or (iii) breach of any representation or warranty.

10.2 CUMULATIVE REMEDIES. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED, OR IF A REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY NON-EXCLUSIVE, THE NON-DEFAULTING PARTY SHALL HAVE THE RIGHT TO EXERCISE ALL RIGHTS AND REMEDIES AVAILABLE TO IT AT LAW OR IN EQUITY; PROVIDED, HOWEVER, THAT THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE WAIVED.

10.3 WAIVER OF CERTAIN DAMAGES. EXCEPT WITH RESPECT TO INDEMNIFICATION OF THIRD-PARTY CLAIMS PURSUANT TO ARTICLE 11, OR AS OTHERWISE EXPRESSLY PROVIDED FOR HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, INDIRECT, BUSINESS INTERRUPTION OR SIMILAR DAMAGES, WHETHER BY STATUTE, IN TORT, BY CONTRACT OR OTHERWISE.

ARTICLE 11.
INDEMNIFICATION

11.1 Indemnity. To the fullest extent permitted by Law, each Party shall indemnify, hold harmless and defend the other Party and its directors, officers, shareholders, partners, agents and employees, and the Affiliates of the same (collectively, the "Indemnified Parties"), from and against any and all claims, loss, damage, expense and liability, including court costs and reasonable

attorneys' fees (collectively, "Liabilities") incurred by the Indemnified Parties in connection with or arising from: (i) the Water Transportation Services and (ii) any claim for physical damage to or physical destruction of any part of the Facility, the AWWU Facilities, or death of or bodily injury to any person, to the extent such Liabilities were caused by the negligence of the Indemnifying Party or its agents or employees or others under such Indemnifying Party's control, except any Liabilities incurred due to the negligence or willful misconduct of an Indemnified Party. For the purpose of the definition of "Indemnified Parties" AWWU shall not be considered to be an "Affiliate" of the MOA.

11.2 Additional Owners Indemnity. To the fullest extent permitted by Law, the Owners shall indemnify, hold harmless, and defend AWWU and its Indemnified Parties from any Liabilities incurred by AWWU and its Indemnified Parties arising from damage to AWWU's water line and other infrastructure, including but not limited to its infrastructure downstream of the Facility (*i.e.* conditions caused by scouring or erosion of the river bed or banks that damage AWWU's water line and/or facilities) as a direct result of the instream water flows conveyed into the Eklutna River as part of the Water Transportation Services. The Owners shall further indemnify, defend and hold AWWU harmless from any Liabilities directly related to fish and wildlife mitigation measures and arising out of normal operation of the AWWU Facilities, the Facility, or any other facilities of AWWU, in a manner consistent with this Agreement, the Interconnection Agreement, the Water Supply Agreement, Prudent Industry Standards, the most current edition of the AWWU Design and Construction Practices Manual, the Municipality of Anchorage Standard Specifications and Anchorage Municipal Code, unless such Liabilities arose out of the negligence, violation of Law, or intentional misconduct by AWWU.

11.3 Defense of Claims. A Party with an indemnification obligation pursuant to this ARTICLE 11 (an "Indemnifying Party") shall have the right to defend the Indemnified Parties pursuant to this ARTICLE 11 by counsel of the Indemnifying Party's selection (including insurance counsel) reasonably satisfactory to the Indemnified Party, unless in the opinion of counsel for the Indemnifying Party a conflict of interest between the Parties may exist with respect to such claim. If the Indemnifying Party does not assume the defense of the Indemnified Party, or if a conflict precludes counsel for the Indemnifying Party from providing the defense, then the Indemnifying Party shall reimburse the Indemnified Party on a monthly basis for the Indemnified Party's defense through separate counsel of the Indemnified Party's choice. Even if the Indemnifying Party assumes the defense of the Indemnified Party with acceptable counsel, the Indemnified Party, at its sole option, may participate in the defense, at its own expense, with counsel of its own choice without relieving the Indemnifying Party of any of its obligations hereunder. The Parties shall give each other prompt written notice of any asserted claims or actions indemnified against hereunder and shall cooperate with each other in the defense of any such claims or actions. Without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed, no Indemnifying Party shall settle any such claims or actions in a manner that would require any action or forbearance from action by any Indemnified Party.

ARTICLE 12.
DEFAULT AND REMEDIES; TERMINATION; DISPUTE RESOLUTION

12.1 Event of Default. The following shall constitute events of default on the part of either party (each, an "Event of Default") under this Agreement:

(a) If a Party makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of the insolvency of such Party, or if such Party files a petition seeking to take advantage of any other Law relating to bankruptcy, insolvency, reorganization, winding up or composition of or readjustment of debts and, in the case of any such proceeding instituted against such Party (but not by such Party) such proceeding is not dismissed within sixty (60) days of such filing;

(b) If a Party fails to comply with any material terms of this Agreement not otherwise set forth as an Event of Default in this Section 12.1(b) and fails to cure or remedy such failure within thirty (30) days after notice and a written demand is made by the non-defaulting Party to the defaulting Party to cure the same or, if such failure cannot be cured within thirty (30) days, the defaulting Party fails to commence to cure such failure within thirty (30) days after such notice and written demand and thereafter diligently pursue such cure to completion, which shall in no event be later than ninety (90) days after such notice;

(c) If a Party defaults under the Water Supply Agreement or the Interconnection Agreement;

(d) If a Party fails to make any payment due hereunder within sixty (60) days after written notice from the non-defaulting Party; or

(e) If any representation or warranty of a Party in this Agreement proves to have been false or misleading in any material respect when made, and such Party has not, within thirty (30) days after written notification thereof from the non-defaulting Party, either fully remedied, or commenced and diligently pursued the remedy, of all adverse impacts on the non-defaulting Party resulting therefrom, all to the reasonable satisfaction of the non-defaulting Party.

12.2 Remedies Upon Event of Default. Upon the occurrence and continuation of an Event of Default, the non-defaulting Party shall have the right to terminate this Agreement and the Water Supply Agreement upon ten (10) days written notice and pursue any other remedy available to such non-defaulting party at law or in equity arising out of such Event of Default, including a claim for monetary damage or specific performance.

12.3 Automatic Cross-Agreement Termination. If this Agreement is terminated for any reason during the Delivery Term, the Interconnection Agreement and the Water Supply Agreement shall automatically terminate effective as of the same date of this Agreement's termination.

12.4 Termination for Failure of Conditions Precedent. If, prior to the Delivery Term, the Owners, in their reasonable discretion, decide to not construct the Facility due to the failure to achieve the Construction Start CPs as defined in the Interconnection Agreement, the Owners may terminate this Agreement without liability.

12.5 Dispute Resolution. In the event of any dispute arising under this Agreement (a "Dispute"), within ten (10) Business Days following notice by either Party, (i) each Party shall appoint a representative, and (ii) the representatives shall meet, negotiate and attempt in good faith to resolve the Dispute quickly, informally and inexpensively. In the event the representatives cannot resolve the Dispute within thirty (30) Days after the first meeting, either Party may request that consideration and resolution of the Dispute be transferred to a designated representative of each Party's senior management. Within ten (10) Days following such a request, each Party shall submit a written summary of the Dispute describing the issues and claims to a senior officer of each Party designated to address the Dispute. Within ten (10) Business Days after receipt of each Party's Dispute summaries, the senior management representatives for both Parties shall negotiate in good faith to resolve the Dispute. If such senior management representatives are unable to resolve the Dispute within thirty (30) Days thereafter, either Party may pursue any available legal remedies.

ARTICLE 13.
REPRESENTATIONS

13.1 General Representations and Warranties. Each Owner and AWWU hereby represents and warrants as of the Effective Date and the Delivery Term Effective Date that:

(a) It is duly organized, validly existing and in good standing under the Laws of the state of its formation and is duly qualified to do business in the jurisdiction where the Site is located.

(b) It has all necessary power and authority to execute, deliver and perform its obligations under this Agreement; its execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate, municipal, or other action on its part; and this Agreement has been duly and validly executed and delivered by it and constitutes its legal, valid and binding obligation enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization or moratorium or other similar Laws relating to the enforcement of creditors' rights generally and by general equitable principles.

(c) It is not in violation of any applicable Law, or any judgment entered by any federal, state, local or other Governmental Authority, which violations, individually or in the aggregate, would adversely affect its performance of any obligations under this Agreement. There are no legal or arbitration proceedings or any proceeding by or before any Governmental Authority, now pending or (to its best knowledge) threatened against it which, if adversely determined, could have a material adverse effect upon its financial condition, operations, prospects or business, as a whole, or its ability to perform under this Agreement.

(d) No authorization, approval, exemption, or consent of or by any Person is required by it in connection with the execution, delivery, and performance of this Agreement. In addition, each Party represents and warrants to the other Party that the Governmental Approvals required to be obtained by such Party either have been obtained by such Party and are in full force and effect on the date hereof or will be obtained by such Party and will be in full force and effect on or prior to the date on which they are required, under applicable Law, to be in full force and

effect, so as to permit AWWU to perform the Water Transportation Services and the parties to otherwise complete their obligations hereunder.

(e) The execution and delivery of this Agreement, the consummation of the transactions herein contemplated and compliance with the terms and provisions hereof by it will not conflict with or result in a material breach of, or require any consent under, any of its constitutive documents, or any applicable Law, or any agreement or instrument to which it is a party or by which it is bound or to which it is subject, or constitute a material default under any such agreement or instrument.

ARTICLE 14.
NOTICES

14.1 Writing. Except as set forth in Section 14.2, any notice, statement, demand, claim, offer or other written instrument required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and shall be sent by email, facsimile, hand messenger delivery, overnight courier service, or certified mail (receipt requested) to the other Party as follows: (i) prior to the finalization of the Operating Procedures, such notices shall be sent to the addresses set forth in Exhibit E; and (ii) after the finalization of the Operating Procedures, such notices shall be sent to the legal notice addresses listed in such Operating Procedures. Each Party shall have the right to change the address information to which notice shall be sent or delivered or to specify additional addresses to which copies of notices may be sent, in either case by similar notice sent or delivered in like manner to the other Party, which, after the development of the Operating Procedures, shall be reflected in such Operating Procedures. All notices shall be effective upon receipt.

14.2 Technical Communications. Any technical or other communications pertaining to the Facility, the Water Transportation Services, and the Operational Work shall follow the procedures set forth in the Operating Procedures, to be updated from time to time pursuant to Section 5.2.

ARTICLE 15.

CONFIDENTIALITY; PUBLIC STATEMENTS

15.1 Confidentiality. The Parties agree that the Parties' proposals, communications, negotiations and information exchanged prior to the Effective Date concerning this Agreement and the development thereof, and technical and other information regarding or relating to the Facility, the AWWU Facilities, the Access Bridges, and the provision of the Water Transportation Services exchanged between the Parties that is marked, or otherwise clearly communicated to the receiving Party as "Confidential" constitutes "Confidential Information" of the disclosing Party. The Owners and AWWU each agree to hold such Confidential Information wholly confidential. Such Confidential Information may only be used by the Parties for the purposes related to the approval, or administration or enforcement of this Agreement.

15.2 Disclosure. Each Party agrees not to disclose Confidential Information of the other Party to any other Person (other than its Affiliates, counsel, consultants, lenders, partners, members, employees, officers and director, and then only to Persons subject to similar

confidentiality restrictions as those set forth herein), without the prior written consent of the other Party, provided, that, either Party may disclose Confidential Information, if such disclosure is required by Law, including without limitation, pursuant to an order of a court or regulatory agency or in order to enforce this Agreement or to seek approval of this Agreement. In the event a Party is required by Law or a Governmental Authority to disclose Confidential Information, such Party, prior to such disclosure, shall provide reasonable advance notice to the other Party of the time and scope of the intended disclosure in order to permit such disclosing Party the opportunity to obtain a protective order or otherwise seek to prevent or limit the scope or otherwise impose conditions upon such disclosure.

15.3 Injunctive Relief. Each Party agrees that violation of the terms of Sections 15.1 and 15.2 constitutes irreparable harm to the other, and that the harmed Party may seek any and all remedies available to it at law or in equity, including but not limited to injunctive relief.

15.4 Release of Agreement. The Parties agree that this Agreement, upon execution, shall not be considered Confidential Information. Except as required by Law, releasing the Agreement to the public shall be the sole responsibility of the Owners, to be released in the manner at a time decided in their sole discretion.

ARTICLE 16.
MISCELLANEOUS

16.1 Reasonability. The Parties shall act in a reasonable manner and in accordance with principles of good faith and fair dealing in the performance of this Agreement. Unless expressly provided otherwise in this Agreement and whether or not stated: (a) where this Agreement requires the consent, approval, or similar action by a Party, such consent or approval shall not be unreasonably withheld, conditioned, or delayed; and (b) wherever this Agreement gives a Party a right to determine, require, request, specify, or take similar action with respect to a matter, such determination, requirement, request, specification, or similar action must be reasonable.

16.2 Entire Agreement. This Agreement, together with all Schedule and Exhibits hereto, embodies the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings of the Parties, verbal or written, relating to the subject matter hereof.

16.3 Waiver. Any waiver of the provisions of this Agreement must be in writing and shall not be implied by any usage of trade, course of dealing or course of performance. No exercise of any right or remedy by AWWU or the Owners constitutes a waiver of any other right or remedy contained or provided by Law. Any delay or failure of a Party to exercise, or any partial exercise of, its rights and remedies under this Agreement shall not operate to limit or otherwise affect such rights or remedies. Any waiver of performance hereunder shall be limited to the specific performance waived and shall not, unless otherwise expressly stated in writing, constitute a continuous waiver or a waiver of future performance.

16.4 Assignment. Neither Party shall assign this Agreement or any of its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, either Party,

without relieving itself from liability hereunder, and without the need for consent from the other Party provided that any such assignee shall agree to be bound by all terms and conditions hereof, may transfer, pledge or assign this Agreement: (a) to any person or entity succeeding to all or substantially all of the assets of the assigning Party; or (b) to a successor entity in a merger or acquisition transaction. Any assignment made in contravention of this Section 16.4 shall be void and unenforceable.

16.5 Governing Law; Submission to Jurisdiction; Venue; No Jury Trial.

(a) Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND INTERPRETED AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ALASKA, EXCLUDING ANY CHOICE OF LAW RULES.

(b) Submission to Jurisdiction, Venue. The Parties agree that any suit, action or other legal proceeding by or against any Party (or its Affiliates or designees) with respect to or arising out of this Agreement shall be brought exclusively in the courts of the State of Alaska, in the Municipality of Anchorage, as the Party instituting such suit, action or other legal proceeding may elect, provided that claims related to federal water rights, federal legislation enabling the Facility or AWWU Facilities, or the 1991 Agreement may be brought in the United States District Court for the District of Alaska. By execution and delivery of this Agreement, each Party (for itself, its Affiliates and its designees) irrevocably and unconditionally consents and submits to the exclusive jurisdiction of such courts and the appellate courts therefrom, and waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding. The Parties irrevocably consent to the service of process in any such action or proceeding by the mailing of copies thereof by registered or certified mail, first class postage prepaid to the addresses set forth in Section 14.1.

(c) No Jury Trial. EACH OF THE PARTIES HEREBY WAIVES ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(d) Duty to Proceed. Pending final resolution of any Dispute, the Owners and AWWU shall continue to fulfill their respective obligations hereunder that are not the subject of the Dispute.

16.6 Construction. This Agreement is to be construed so as to effectuate the normal and reasonable expectations of a sophisticated buyer and seller of the equipment and services covered by this Agreement and shall not be construed either for or against either Party. No provision of this Agreement shall be construed or interpreted for or against either Party because such Party drafted or caused its legal representative to draft the provision.

16.7 Headings. The titles or headings of the various sections, articles and paragraphs hereof are intended solely for convenience and ease of reference and are not intended, and are not to be deemed for any purpose, to modify or explain or place any interpretation or construction upon any of the provisions of this Agreement.

16.8 Status of the Parties. AWWU and its Subcontractors shall be independent contractors to the Owners with respect to the Water Transportation Services and neither the AWWU nor its Subcontractors, nor the employees or agents of either, shall be deemed to be the employees, representatives or agents of the Owners in connection with any matter relating to this Agreement. No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties.

16.9 Status of Individual Owners. Each of the Owners shall be jointly and severally liable for the obligations of the Owners under this Agreement. The delineation of specific responsibilities set forth hereunder as among the Owners shall be at the sole discretion of the Owners, not AWWU. If at any time, the Owners agree that one or two of the Owners need no longer be party to this Agreement, such unnecessary Owner(s) may be removed as parties to this Agreement upon written notice to AWWU, if agreed, and shall retain no liability upon removal, with the remaining Owner(s) automatically assuming the full obligations of the Owners hereunder. If an Event of Default exists hereunder at any time with respect to an Owner, it shall be considered an Event of Default with respect to the Owners together as one Party hereunder, provided, that if another Owner agrees to assume such defaulting Owner's obligations under this Agreement by removing such Owner as a party pursuant to the preceding sentence of this Section 16.9 prior to the expiration of any applicable cure period, this shall not be considered an Event of Default hereunder.

16.10 Insurance. Throughout the Delivery Term, the Owners shall maintain the required insurance policies as set forth on Exhibit D-1 and AWWU shall maintain the required insurance policy as set forth on Exhibit D-2.

16.11 No Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and legal benefit of the Owners and AWWU, and their permitted successors and assigns, and no other person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Agreement.

16.12 Further Assurances. Each Party agrees to execute and deliver all further instruments and documents, and take all further action, as may be reasonably necessary to complete performance by the Parties hereunder and to effectuate the purposes and intent of this Agreement.

16.13 Amendments. No change, amendment or modification of this Agreement shall be valid or binding upon the Parties unless such change, amendment or modification shall be in writing and duly executed by the Parties.

16.14 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, such determination will not affect any other provision of this Agreement and all other provisions will remain in full force and effect.

16.15 Conflicting Provisions. In the event of any conflict between this document and any Schedule or Exhibit attached hereto, the terms and provisions of this document, as amended from time to time, shall control. In the event of any conflict among the Exhibits, the Exhibit of the latest date mutually agreed to by the Parties shall control.

16.16 Survival. The provisions of ARTICLE 1, ARTICLE 7, ARTICLE 10, ARTICLE 11, ARTICLE 12, ARTICLE 13, ARTICLE 14, and ARTICLE 16 shall survive termination of this Agreement for any reason.

16.17 Counterparts. This Agreement may be executed in any number of separate counterparts and delivered by electronic means, each of which when so executed shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

[***Remainder of page intentionally left blank***]

IN WITNESS WHEREOF, the Parties have caused this Long-Term Water Transportation Agreement to be executed by their duly authorized representatives as of the Effective Date.

AWWU/SERVICE PROVIDER:

ANCHORAGE WATER AND WATERWATER UTILITY, A DEPARTMENT OF THE MUNICIPALITY OF ANCHORAGE

By: _____

Name: _____

Title: Municipal Manager

By: _____

Name: _____

Title: General Manager

OWNERS:

CHUGACH ELECTRIC ASSOCIATION

By: _____

Name: _____

Title: _____

MATANUSKA ELECTRIC ASSOCIATION

By: _____

Name: _____

Title: _____

MUNICIPALITY OF ANCHORAGE

By: _____

Name: _____

Title: _____

Schedule 1.1

Definitions

"1991 Agreement" means that certain Agreement between the Municipality of Anchorage, Chugach Electric Association, Inc., Matanuska Electric Association, Inc., the United States Fish and Wildlife Service, the National Marine Fisheries Service, the State of Alaska, and the Alaska Energy Authority Relative to the Eklutna and Snettisham Hydroelectric Projects, dated August 7, 1991.

"Access Bridges" means those bridges installed by the Owners on the Eklutna River pursuant to the terms of the Interconnection Agreement.

"Affiliate" means, with respect to any Person, any other Person controlling, controlled by or under common control with such first Person. For purposes of this definition and the Agreement, the term "control" (and correlative terms) means (1) the ownership of 50% or more of the equity interest in a Person, or (2) the power, whether by contract, equity ownership or otherwise, to direct or cause the direction of the policies or management of a Person.

"Access License" has the meaning set forth in Section 9.1.

"Agreement" has the meaning set forth in the Preamble, and shall include all Exhibits and Schedules hereto.

"Approvals" means Governmental Approvals and third-party approvals.

"AWWU" has the meaning set forth in the Preamble, and shall include all successors and permitted assigns of AWWU.

"AWWU Design and Construction Practices Manual" means the edition dated _____, 20__, as updated and amended from time to time.[2]

"Event of Default" has the meaning set forth in Section 12.1.

"AWWU's Isolation Valve" has the meaning set forth in Exhibit A-1.

"AWWU Facilities" has the meaning set forth in the Recitals.

"AWWU's Portion" has the meaning set forth in Exhibit A-1.

"AWWU's Water Permit" means that permit belonging to AWWU (LAS 2569) to use Owners' Water Rights for up to 41 MGD for public water supply pursuant to the Act of October

[2] **Note to Accompany Final Draft**: To be populated after Governor approval and prior to execution to reflect the most up to date version.

30, 1984, 98 Stat. 2823, as may be replaced as described in Section 3.1 of the Water Supply Agreement.

"AWWU's Water" means any and all water belonging to AWWU pursuant to AWWU's Water Permit.

"Business Day" means any day other than a Saturday, Sunday or legal holiday in the state of Alaska.

"Chugach" has the meaning set forth in the Preamble, and shall include all successors and permitted assigns of Chugach.

"Confidential Information" has the meaning set forth in Section 14.1.

"Cost Responsibility Proportion" shall mean, with respect to each Owner, the percentage of the total applicable Eklutna Hydroelectric Project costs that such Owner is obligated to pay as agreed to by the Owners, which as of the Effective Date shall be, with respect to MOA, 19.05%, with respect to Chugach, 64.28%, and with respect to MEA, 16.67%, and which may be changed hereunder upon agreement between the Owners at any time.

"Curtailment Duration" means, with respect to a curtailment in Water Transportation Services during an Excused Event, the duration of such curtailment.

"Curtailment Limit" means, with respect to each day of the Delivery Term where there exists an Excused Event, the amount of Owners' Water in MGD that can be transported to the Delivery Point on such day. For the avoidance of doubt, this amount can equal zero (0) MGD.

"Day" or "day" means a calendar day, unless expressly specified otherwise.

"Delivery Point" has the meaning set forth in Exhibit A-1 and is depicted on the schematic included as part of Exhibit B.

"Delivery Point Meter" has the meaning set forth in Exhibit A-1.

"Delivery Term" has the meaning set forth in Section 2.1.

"Delivery Term Effective Date" has the meaning set forth in Section 2.1.

"Dispute" has the meaning set forth in Section 12.5.

"Effective Date" has the meaning set forth in the Preamble.

"Eklutna Hydroelectric Project" means the Eklutna Hydroelectric Project initially authorized, constructed and operated pursuant to the Eklutna Project Act of July 31, 1950 (64 Stat. 382, as amended), including any and all property and facilities acquired or used in connection therewith, all of which was then sold to the Owners by the United States of America on October 2, 1997.

"Eklutna Water Treatment Facility" means the water treatment plant owned by AWWU located alongside the Eklutna River.

"Event of Default" has the meaning set forth in Section 12.1.

"Excused Event" means a Planned Outage, a Forced Outage, or an Force Majeure Event causing a reduction or suspension of the Water Transportation Services.

"Facility" has the meaning set forth in the Recitals.

"Final Acceptance" has the meaning set forth in the Interconnection Agreement.

"Fish and Wildlife Program" has the meaning set forth in the Recitals.

"Force Majeure Event" means the occurrence of any act or event beyond the reasonable control of the Party affected that prevents the affected Party from performing its obligations under this Agreement, in full or part, if such act or event is beyond the reasonable control of, and not the result of the fault or negligence of, the affected Party and such Party has been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums), including the following: drought, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance, sabotage, terrorism or threat of terrorism, strike or labor difficulty, accident or curtailment of supply or equipment, total casualty to equipment, or restraint, order or decree by a Governmental Authority. Notwithstanding the foregoing, Force Majeure Events shall expressly not include mechanical or equipment failures (except to the extent any such failure is itself caused by a Force Majeure Event), diminution in water quality in Eklutna Lake, Planned Outages, or Forced Outages (unless such Forced Outage is caused by a Force Majeure Event).

"Forced Outage" means; (i) any unplanned necessary reduction or suspension of Water Transportation Services available from the Facility; or (2) any other unavailability of the AWWU Facilities of Facility in whole or in part, each in response to an equipment malfunction or other emergency condition determined by AWWU in its reasonable discretion to be a threat to any AWWU Facilities. For the sake of clarity, forced outages in AWWU infrastructure downstream of the Isolation Valve Structure are not considered a Forced Outage.

"Governmental Approvals" means all authorizations, consents, licenses, leases, rulings, certifications, registrations, exemptions, permits, certificates, and approvals from any Governmental Authority.

"Governmental Authority" means any federal, state or local government, any political subdivision thereof, or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or other entity having jurisdiction over the performance of the Water Transportation Services, the Operational Work, the Facility or its operations, or the health, safety or environmental conditions of the Site or otherwise over the Parties' rights and obligations under this Agreement.

"Indemnified Parties" has the meaning set forth in Section 11.1.

"Indemnifying Party" has the meaning set forth in Section 10.4.

"Initial Delivery Term" has the meaning set forth in Section 3.1.

"Injection Point" means the point where AWWU Facilities meet facilities owned by the Owners near the outlet of the Eklutna Lake, where AWWU receives all of AWWU's Water from Eklutna Lake, as depicted in the schematic included as part of Exhibit B.

"Interconnection Agreement" has the meaning set forth in the Recitals.

"Injection Point Flow Meter" means a meter measuring the flow of water passing into AWWU Facilities at the Injection Point.

"Isolation Valve Structure" has the meaning set forth in Exhibit A-1.

"Isolation Valves" has the meaning set forth in Exhibit A-1.

"Law" means any constitution, charter, act, statute, law, ordinance, code, rule, regulation, order, specified standards or objective criteria contained in any applicable permit or approval (which standards or criteria must be met in order for the Water Transportation Services or Operational Work to be performed lawfully) or other legislative or administrative action of any Governmental Authority or a final decree, judgment or order of a court or tribunal.

"Liabilities" has the meaning set forth in Section 11.1.

"MEA" has the meaning set forth in the Preamble, and shall include all successor sand assigns of MEA.

"MGD" means millions of gallons per day.

"MOA" has the meaning set forth in the Preamble, and shall include all successor sand assigns of MOA.

"Monthly Water Release Schedule" has the meaning set forth in Section 3.2.

"Operating Procedures" has the meaning set forth in Section 5.1.

"Operational Work" means all phases of AWWU and the Owners' performance of their obligations under this Agreement to operate and maintain the Facility and the AWWU Facilities.

"Owners" has the meaning set forth in the Preamble, and shall include all successors and permitted assigns of the Owners.

"Owner" has the meaning set forth in the Preamble, and shall include all successors and permitted assigns of such Owner.

"Owners' Isolation Valve" has the meaning set forth in Exhibit A-1.

"Owners' Approvals" has the meaning set forth in Section 4.4.

"Owners' Portion" has the meaning set forth in Exhibit A-1.

"Owners' Water Rights" means that certain senior priority water rights held by the Owners for the water in Eklutna Lake for use in generating power for the Eklutna Hydroelectric Project as described in water rights certificate ADL 44944.

"Owners' Water" means any and all water belonging to the Owners pursuant to the Owners' Water Right.

"Party" and "Parties" has the meaning set forth in the Preamble.

"Person" means any individual, partnership, corporation, limited liability company, association, business, trust, government or political subdivision thereof, Governmental Authority or other entity.

"Planned Outage" means the removal of Facility equipment from service availability for inspection and/or overhaul or repair in such a way that requires a reduction or halt in flow of Owners' Water through the AWWU Facilities to the Delivery Point. For the sake of clarity, planned outages in AWWU infrastructure downstream of the Isolation Valve Structure are not considered a Planned Outage. To qualify as a Planned Outage, the maintenance (a) must actually be conducted during the Planned Outage, and in AWWU's reasonable discretion must be of the type that is necessary to reliably maintain the Facility or the AWWU Facilities, and (b) cannot be reasonably conducted during normal Facility or AWWU Facilities' operations.

"Prudent Industry Standards" means those standards of care and diligence normally practiced by water transportation infrastructure operation and maintenance firms in performing services of a similar nature in a similar jurisdiction in which the Water Transportation Services and Operational Work will be performed. Prudent Industry Standards are not intended to be limited to optimum practice or methods, but rather to be a spectrum of reasonable and prudent practices and methods that must take the conditions specific to any water transportation facility under consideration.

"River Release Structure" has the meaning set forth in Exhibit A-1.

"Site" means the location of the Facility as further described and depicted in Exhibit B.

"Subcontractor" means any Person with whom the Owners, or any Owner, enters into an arrangement for the performance of any portion of the Water Transportation Services or Operational Work, including Persons at any tier with whom any Subcontractor has further subcontracted any portion of the Water Transportation Services or Operational Work, and the legal or personal representatives, successors, and assigns of such Person.

"Term" has the meaning set forth in Section 2.1(a).

"Water Release Limits" has the meaning set forth in Section 3.1.

"Water Supply Agreement" has the meaning set forth in the Recitals.

"Water Transportation Services" has the meaning set forth in Section 3.1.

Exhibit A

Eklutna River Release Facility Description and Definitions[3]

The **"*Eklutna River Release Facility"*** shall consist of an Isolation Valve Structure and the River Release Structure.

The "***Isolation Valve Structure***" shall include:

- a new tee to be built in the AWWU pipeline downstream of the AWWU tunnel/pipeline transition and upstream of the AWWU portal valve (the "***Delivery Point***")
- A 54-inch gate valve on the main segment of AWWU pipeline intended to provide dual means of isolation for AWWU's pipeline segment ("***AWWU's Isolation Valve***")
- A 42-inch gate valve on the branch segment of AWWU pipeline intended to provide isolation to the river release structure ("***Owners' Isolation Valve***", together with AWWU's Isolation Valve, the "***Isolation Valves***").
- Related controls and communication technology to be installed by the Owners in the main line of the AWWU Facilities.

The "***River Release Structure***" shall include:

- [A new pipeline from the Isolation Valve Structure to the Eklutna River]
- Control valves
- A new meter installed at the Delivery Point ("***Delivery Point Meter***")
- Monitoring and control equipment to be installed by Owners [*describe where]*.

"***AWWU's Portion***" of the Facility shall consist of the Isolation Valve Structure [and _____]

The "***Owners' Portion***" of the Facility shall consist of the River Release Structure [and _____]

[3] **Note to Accompany Final Draft**: This Exhibit will be revised and finalized by Owners to reflect the proposal approved by the Governor and prior to signing.

Exhibit B[4]

Description and Schematic of Site, AWWU Facilities, and Injection Point and Delivery Point

[4] **Note to Accompany Final Draft**: This Exhibit will be populated after Governor approval and prior to signing.

Exhibit C

Owners' Approvals[5]

[5] **Note to Accompany Final Draft**: This Exhibit will be populated after Governor approval and prior to signing.

Exhibit D-1[6]

Owners' Insurance Requirements

[6] **Note to Accompany Final Draft**: This Exhibit will be populated by the Parties after Governor approval and prior to signing.

Exhibit D-2[7]

AWWU's Insurance Requirements

[7] **Note to Accompany Final Draft**: This Exhibit will be populated by the Parties after Governor approval and prior to signing.

Exhibit E[8]

Initial Notice Information

If delivered to the Owners, to them at	Chugach Electric Association, Inc. Attention: [_____] **[ADDRESS 1]** **[ADDRESS 2]** **[CITY, STATE, ZIP]** Phone: [(___) ___-____] Email: [_____] Matanuska Electric Association, Inc. Attention: [_____] **[ADDRESS 1]** **[ADDRESS 2]** **[CITY, STATE, ZIP]** Phone: [(___) ___-____] Email: [_____] Municipality of Anchorage Attention: [_____] **[ADDRESS 1]** **[ADDRESS 2]** **[CITY, STATE, ZIP]** Phone: [(___) ___-____] Email: [_____]
If delivered to AWWU, to it at	Anchorage Water and Wastewater Utility, a department of the Municipality of Anchorage Attention: [_____] **[ADDRESS 1]** **[ADDRESS 2]** **[CITY, STATE, ZIP]** Phone: [(___) ___-____]

[8] **Note to Accompany Final Draft**: To be populated immediately prior to execution, after Governor approval, as such information is subject to change.

ATTACHMENT C

PUBLIC WATER SUPPLY AGREEMENT

Confidential – Subject to Common Interest Agreement
Execution Version

PUBLIC WATER SUPPLY AGREEMENT

by and between

Anchorage Water and Wastewater Utility

as

Service Provider

And

Chugach Electric Association, Inc,

Matanuska Electric Association, Inc., and the Municipality of Anchorage

as

Owners

Dated as of **[_____]**[1]

---

[1] [**Note to Accompany Final Draft**: This Agreement has been form agreed as between the Parties but will not be signed by the MOA until after Governor approval of the Fish and Wildlife Program has occurred and such signatures have been authorized by the Anchorage Assembly. Prior to execution, this footnote can be deleted from the draft.]

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PUBLIC WATER SUPPLY AGREEMENT

This PUBLIC WATER SUPPLY AGREEMENT (this "Agreement"), dated as of [_____] (the "Effective Date"), is entered into by and between Anchorage Water and Wastewater Utility ("AWWU"), and Chugach Electric Association, Inc. ("Chugach"), Matanuska Electric Association, Inc. ("MEA"), and the Municipality of Anchorage ("MOA") (each of Chugach, MEA, and MOA is an "Owner" and collectively they are referred to as the "Owners"). The Owners and AWWU are sometimes referred to herein as a "Party" or collectively as the "Parties".

R E C I T A L S

WHEREAS, the federal Alaska Power Administration ("APA") originally developed, owned and operated the Eklutna Hydroelectric Project, which began operations in 1954 for the production of electric power that APA sold to electric utilities serving the Anchorage and Matanuska Valley areas;

WHEREAS, as then-owner of the Eklutna Hydroelectric Project assets, the APA possessed senior water rights (both federal reserved water rights and water rights granted under State of Alaska law), with a priority date of 1954, to all the water that may be feasibly appropriated from Eklutna Lake for use in generating electric power for the Eklutna Hydroelectric Project as reflected in water rights certificate ADL 44944 ("Project Water Rights");

WHEREAS, in the 1980s, AWWU:

(i) determined that Eklutna Lake was a necessary source of water for the City of Anchorage;

(ii) entered into that certain "Agreement for Public Water Supply and Energy Generation from Eklutna Lake, Alaska" with APA, dated February 17, 1984, as amended (the "1984 Agreement"), which among other things provides terms and conditions relating to (i) AWWU facility interconnection to Eklutna Hydroelectric Project; and (ii) the compensation by AWWU to the Owners for AWWU's diversion of water for public water supply that reduces the Project Water Rights otherwise available for use to generate energy at the Eklutna Hydroelectric Project;

(iii) obtained: (1) "preferred use status" from the Alaska Department of Natural Resources ("DNR") through an application that demonstrated the need for AWWU to take prior-appropriated water for public water supply purposes and which is conditioned upon the validity and existence of the 1984 Agreement (the "Preferred Use Status") pursuant to Alaska Statute 46.15.150(b); (2) a permit (LAS 2569) to use Project Water Rights for up to 41 million gallons per day for public water supply pursuant to the Act of October 30, 1984, 98 Stat. 2823, (the "AWWU Water Permit"); and

(iv) constructed and began operations of the water project diverting water from the Eklutna Hydroelectric Project intake tunnel to AWWU's water system (the "AWWU Water Project");

WHEREAS, the 1984 Agreement remains in effect "until the year 2025" and the AWWU Water Permit expires on December 31, 2025;

WHEREAS, in October 1997, the Owners purchased from APA the Eklutna Hydroelectric Project and all related project assets, including Project Water Rights and became parties to the 1984 Agreement through assignment (the "Owners' Facilities");

WHEREAS, pursuant to the 1991 Agreement (as defined below), the Owners have studied and developed a Fish and Wildlife program to protect, mitigate damages to, and enhance fish and wildlife impacted by the development of the Eklutna Hydroelectric Project centered on establishing instream flows in the Eklutna River as part of the implementation of the Fish and Wildlife Program (the "Fish and Wildlife Program");

WHEREAS, in order to establish such instream flows, the Owners and AWWU have negotiated two agreements: (1) a Water Facilities Interconnection Agreement (the "Interconnection Agreement"), which shall govern the construction and interconnection of the Parties' respective facilities for conveyance of water from the Eklutna Lake to the Eklutna River using AWWU facilities; and (2) a Long-Term Water Transportation Services Agreement (the "Transportation Agreement"), which shall govern the provision of conveyance services for transporting water from the Eklutna Lake to the Eklutna River;

WHEREAS, in coordination and joint consideration with the Interconnection Agreement and the Transportation Agreement, the Parties desire to enter into this Agreement in order to replace the 1984 Agreement and set forth new terms and conditions relating to (i) the compensation from AWWU to the Owners for AWWU's use of the Project Water Rights in accordance with Alaska Statute 46.15.150 and; (ii) the extension of other future rights to AWWU; and

NOW, THEREFORE, in consideration of the premises of this Agreement, the Transportation Agreement, and the Interconnection Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owners and AWWU, intending to be legally bound, hereby agree as follows:

ARTICLE I
DEFINITIONS; INTERPRETATION

Section 1.1 Defined Terms. Capitalized terms used in this Agreement without other definition shall have the meanings set forth in Schedule 1.1, unless the context requires otherwise.

Section 1.2 Interpretation. As used in this Agreement, the terms "herein," "herewith" and "hereof" are references to this Agreement, taken as a whole; the terms "includes" or "including" shall mean "including, without limitation"; and references to a "Section," "Article", "Exhibit" or "Schedule" shall mean a Section, Article, Exhibit or Schedule of this Agreement, as the case may be, unless in any such case the context requires otherwise. All references to a given Exhibit, Schedule, agreement, instrument or other document shall be a reference to that agreement, instrument or other document as modified, amended, supplemented and restated through the date as of which such reference is made. A reference to a Person includes its permitted successors and permitted assigns. The singular shall include the plural and the masculine shall include the feminine and neuter, and vice versa.

ARTICLE II
EFFECTIVE DATE; TERM

Section 2.1 Effective Date. This Agreement shall become binding on the Parties on the Effective Date, subject to Section 2.2.

Section 2.2 Conditions Precedent. The rights and obligations of the Parties as set forth in Articles III – VI in this Agreement shall not be effective until the achievement of the following conditions precedent (the "Conditions Precedent"), a written notice of which shall be sent to AWWU by Owners:

(a) The Owners receive final approval from the Governor of Alaska, with such approval for a Fish and Wildlife Program that requires the use of the AWWU Facilities for instream flows as contemplated in this Agreement, provided that such approval includes no unexpected conditions materially adverse to the Owners or to AWWU, as determined in good faith by the Parties and in the exercise of commercially reasonable business judgment, and neither the approval from the Governor of Alaska nor the Fish and Wildlife Program is subject to any pending judicial review or appeal;

(b) Owners and AWWU obtain and provide evidence of lawful water rights from DNR for the use and transport of water as contemplated under the Agreement, including but not limited to a renewal, extension, or replacement of the AWWU Water Permit, Preferred Use Status, and all other approval(s) authorizing continued use of the Owners' Water Rights by AWWU;

(c) Chugach obtains final Regulatory Commission of Alaska ("RCA") approval of its applicable tariff rates necessary to implement the compensation outlined in Section 3.2 below pursuant to, and in a manner consistent with, Section 6.23 of the MOA-Chugach APSA as such terms are defined therein; and

(d) The Interconnection Agreement and the Transportation Agreement are in full force and effect and are valid, binding and enforceable against AWWU and the Owners in accordance with their terms.

Section 2.3 Failure to Achieve Conditions Precedent. In the event that this Agreement does not become fully effective (i) due to the failure to achieve the Conditions Precedent as set forth in Section 2.2 by [June 1, 2025], or (ii) because the Governor of Alaska approves a Fish and Wildlife Program that does not require the use of the AWWU Facilities for instream flows as contemplated in this Agreement, then: (A) this Agreement will be terminated upon thirty (30) days' written notice by either Party (B) the automatic cross-agreement termination provisions of Section 10.3 shall apply; and (C) the Parties shall meet promptly to negotiate in good faith an alternate agreement to replace the 1984 Agreement that expires in 2025 with terms and conditions that include but are not limited to adequate compensation, risk mitigation, potential transfer or purchase of water rights, and other terms and conditions then deemed appropriate by the Parties without prejudice due to the prior existence, or the subsequent termination, of this Agreement.

Section 2.4 Term. Unless agreed to otherwise by the Parties, this Agreement will continue in full force and effect starting on the Effective Date and terminating on October 30, 2060, subject to any early termination provision set forth herein (the "Term").

Section 2.5 Effect on 1984 Agreement. The Parties intend that, upon thirty (30) days' written notice by the Owners of the achievement of the Conditions Precedent as set forth in Section 2.2, this Agreement shall become fully effective and replace the 1984 Agreement in its entirety, and the 1984 Agreement will be terminated.

ARTICLE III
WATER USE AND COMPENSATION

Section 3.1 Water Use. The Owners shall make available and allow AWWU to continue to interconnect the AWWU Water Project to the Eklutna Hydroelectric Project, use the project's intake, tunnel, and other Owners' Facilities necessary to divert and use a portion of Project Water Rights up to 41 million gallons per day for public water supply purposes in a manner consistent with AWWU's Preferred Use Status, the AWWU Water Permit, and Alaska Statute 46.15.150(b). The Parties understand that after the Effective Date, AWWU may initiate a process to replace all or part of the AWWU Water Permit with a certificated water right under Alaska Statute 46.15. The Owners consent to such conversion provided that AWWU's certificated water right does not exceed 41 million gallons per day for public water supply purposes, such certification is subject to all requirements of Alaska Statute 46.15.150 and any and all regulations implementing AWWU's Preferred Use Status, and AWWU remains committed to compensate Owners for such water as set forth in Section 3.2 below.

Section 3.2 Compensation.

(a) Compensation. Subject to the limitation in subsection (b) below, AWWU and the MOA shall compensate the Owners for all reductions in electrical energy generation at the Eklutna Hydroelectric Project, costs, and losses that result from water diversions for the AWWU Water Project as set forth in Exhibit A (collectively, the "Replacement Energy"). The compensation paid by AWWU for the Replacement Energy shall be both in kind through electrical energy recovered by AWWU at the Eklutna Water Treatment Facility ("EWTF") in excess of AWWU's own needs at the EWTF ("Recovered Electrical Energy"), and in cash payments (the cash portion shall be referred to as the "Replacement Energy Payment(s)"). The Recovered Electrical Energy shall act as an offset to the Replacement Energy Payment obligations. All costs associated with such deliveries of Recovered Electrical Energy, including metering, will be borne by AWWU.

(b) Compensation Limitations and Procedures. The compensation owed to the Owners by AWWU, calculated and accounted for as set forth in Exhibit A and Section 3.2(a), shall be subject to the following limitations: (a) in no event shall the Replacement Energy Payment owed and payable to Chugach by AWWU exceed six hundred thousand dollars ($600,000) per year in value in aggregate, as such amount will be adjusted annually for inflation reflected in the Bureau of Labor Statistics' Consumer Price Index; (b) in no event shall any such compensation be required in the event that the Owners permanently cease operations of the Eklutna Hydroelectric Project; and (c) in no event shall any such compensation be required in the event of a transfer of a priority water right from the Owners to AWWU as contemplated in Article VI. For the purposes of clarity, the words "total compensation owed and payable to Chugach by AWWU," in the preceding sentence applies to the Replacement Energy Payment and specifically includes the independent in-kind compensation through the Recovered Electrical Energy. The Recovered Electrical Energy shall not include any power generated by AWWU at any location other than the EWTF, which

power generated at other locations may be sold by AWWU as co-generated power. Notwithstanding the foregoing limitation on compensation to be paid by AWWU, nothing in this Agreement is intended to change the MOA's obligations set forth in any of: (i) the MOA-Chugach Eklutna PPA; (ii) Section 6.23 of the MOA-Chugach APSA; and (iii) the MOA-MEA Eklutna PPA. In any month of the Term, to the extent that AWWU does not fully compensate Chugach for the total amount of Replacement Energy in such month due to application of the AWWU compensation cap set forth above, such matters will be resolved among the Owners and the MOA will make Chugach whole as outlined in Exhibit A.

(c) Costs. Other than the compensation for water diversions set forth in Sections **Error! Reference source not found.** and (b) above, all costs borne initially by each Party in connection with the exercising of its respective rights and the performance of its respective obligations under this Agreement shall be the responsibility of such Party initially incurring such costs. In partial consideration of the costs to Owners incurred in maintaining its facilities necessary for AWWU to continue to interconnect to Eklutna Hydroelectric Project, and to divert and use a portion of Project Water Rights under this Agreement for the benefit of the AWWU, the Parties entered into the Transportation Agreement for the same duration as this Agreement, pursuant to which AWWU will provide conveyance services for transporting water from the Eklutna Lake to the Eklutna River at no cost to Owners.

ARTICLE IV
OWNERS' RESPONSIBILITIES

Section 4.1 Reservoir Operations. Subject to the terms herein, Owners shall retain full authority and responsibility to operate the Eklutna Hydroelectric Project and manage and allocate water in Eklutna Lake in accordance with ADL 44944 and the requirements of the Eklutna Hydroelectric Project.

Section 4.2 Assurance of Water Project Allocation, Quality, and Access. Subject to the terms herein, Owners will operate the Eklutna Lake reservoir in such a manner that the projected allocations of water to the AWWU Water Project are available to MOA upon request at a flow rate of at least 41 MGD to the EWTF at a pressure sufficient to allow normal operation of the EWTF as currently configured. The Owners will take no action regarding Eklutna Lake that has the effect of reducing the quality or increasing the turbidity of the lake water from those conditions which exist as of the Effective Date; nor will the Owners take or authorize any other action with regard to Eklutna Lake that may have the effect of reducing its present suitability for use as a source of public water supply. This Section 4.2 is not intended to preclude or inhibit maintenance and repair activities determined to be necessary by the Owners, nor does it apply to the management of the lake surface and surrounding areas for public recreation, which is outside the scope of this Agreement. For the avoidance of doubt, the Owners shall ensure continued use and access to AWWU of the Owners' Facilities that are necessary to supply water to the AWWU Facilities to the extent that Owners' Facilities continue in commercial operation.

ARTICLE V
AWWU RESPONSIBILITIES

Section 5.1 Compensation. AWWU shall compensate the Owners as set forth in Section 3.2(a) subject to the limitation in Section 3.2(b). To the extent that the total compensation owed to the Owners by AWWU under Section 3.2 is not satisfied by the netting against the MOA's ownership share of the water used in the Eklutna Hydroelectric Project, AWWU will pay the Owners directly within thirty (30) days of receipt of invoice.

Section 5.2 Maintenance, Repair, and Material Modifications to AWWU Water Project.

(a) AWWU Water Project. To the extent AWWU must perform maintenance, repairs, or make any material modification to the AWWU Water Project that adversely affects the Eklutna Hydroelectric Project, prior to the commencement of such action, AWWU shall furnish to the Owners copies of all plans, specifications, and schedules regarding such work. AWWU shall coordinate with the Owners all such activities in order to avoid or minimize disruption of the Owner's activities at the Eklutna Hydroelectric Project, to the maximum extent possible. AWWU will take commercially reasonable steps to minimize any of its actions set forth in this subsection that may adversely affect energy generation from the Eklutna Hydroelectric Project. AWWU shall reimburse the Owners, by payment of lost revenues to the Owners or by Replacement Energy, as may be mutually agreed by the Parties, for any such losses incurred by the Owners that are attributable to such maintenance or material modifications of the AWWU Water Project that impacts the Eklutna Hydroelectric Project, such as maintenance or material modifications to the project's intake tunnel connected to Eklutna Lake.

(b) AWWU Water Project Interconnection. Notwithstanding Section 5.2, AWWU shall obtain specific plan approval from the Owners before initiating any material modification on any existing facilities for the delivery of water from the Eklutna Hydroelectric Project to the AWWU Water Project, including any facilities that are interconnected to the present Owners' water intake tunnel. AWWU will take commercially reasonable steps to minimize any of its actions set forth in this subsection that may adversely affect energy generation from the Eklutna Hydroelectric Project.

ARTICLE VI
RIGHTS UPON CEASING OPERATIONS OR TERMINATION

Section 6.1 Right of First Offer. If the Owners elect to permanently cease operations of the Eklutna Hydroelectric Project, the Owners shall provide written notice to AWWU of such intention. For a period of six (6) months after such notice, neither Owners nor their successors and assigns, nor their respective Affiliates, shall enter into an obligation or agreement to sell or transfer the Eklutna Hydroelectric Project, unless the (i) Owners first offer, in writing, to sell to AWWU that portion of Owners' Facilities that are necessary to supply water from Eklutna Lake to the AWWU Facilities; and (ii) AWWU declines to purchase such portion of Owners' Facilities within thirty days after notification of the offer to sell. If, within thirty days after notification of the offer to sell, AWWU indicates a good faith intention to purchase such portion subject to a need for ongoing review, then this shall trigger an additional 90-day period during which the Parties shall meet and negotiate in good faith terms and conditions then deemed appropriate and the

Owners shall in good faith provide necessary documentation to facilitate such review. If at the end of such 90-day period, AWWU has not yet purchased such portion, then the Owners shall be permitted to pursue other options for the transfer of the Eklutna Hydroelectric Project.

Section 6.2 Option to Acquire Owners' Water Rights and Termination. Upon the earlier of October 31, 2055, or the MOA's sale of its interests in the Eklutna Hydroelectric Project, AWWU may exercise an option to acquire sole ownership of a portion of the Owners' first-priority water rights that is then operative and reflected in the AWWU Water Permit and any subsequent certificate, which shall in no event exceed 41 million gallons per day, by quitclaim deed or other then-acceptable means of transfer, in exchange for relinquishing its AWWU Water Permit and Preferred Use Status (and associated legal rights) as no longer being legally functional or operative; provided, however, that AWWU shall (a) issue a written notice to the Owners of its intention to exercise such option no later than October 30, 2050; (b) prepare all legal documents necessary to transfer such water rights from the Owners to AWWU (subject to Owners' review and approval prior to execution); and (c) obtain all required Governmental Approvals to effectuate such acquisition at AWWU's sole cost and expense (the "AWWU Option"). Upon closing of the AWWU Option, this Agreement and the Parties' obligations hereunder shall terminate except for the right of first offer in Section 6.1 above, which shall survive and continue while Owners continue operations of the Eklutna Hydroelectric Project.

ARTICLE VII
TITLE; LOSS OR DAMAGE; FORCE MAJEURE

Section 7.1 Title.

(a) Legal title to and ownership of the Owners' Facilities, including Owners' Water Rights, shall remain with Owners throughout the Term of this Agreement, free and clear of any and all liens, claims, security interests or other encumbrances imposed by AWWU.

(b) Legal title to and ownership of the AWWU Facilities, including the AWWU Water Permit, and any resulting certificate of appropriation, shall remain with AWWU throughout the Term of this Agreement.

Section 7.2 Force Majeure. Each Party shall be excused from performance and shall not be considered to be in default with respect to any obligation hereunder, if and to the extent that such Party's failure of, or delay in, performance is due to a Force Majeure Event; provided, that:

(a) such Party gives the other Party prompt written notice describing the particulars of the Force Majeure Event as soon as is reasonably practicable after becoming aware of the occurrence of the Force Majeure Event;

(b) the suspension of performance is of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;

(c) no obligations of the affected Party that arose before the occurrence of the Force Majeure Event causing the suspension of performance shall be excused as a result of such Force Majeure Event, unless and only to the extent that the performance of such obligations is impaired by the Force Majeure Event;

(d) the Party uses diligent commercially reasonable efforts to overcome or mitigate the effects of the Force Majeure Event; and

(e) when the Party is able to resume performance of its obligations under this Agreement, such Party shall give the other Party written notice to that effect and shall promptly resume performance hereunder.

ARTICLE VIII
LIMITATIONS ON LIABILITY

Section 8.1 Aggregate Limitation of Liability. Notwithstanding any other provision of this Agreement, the total aggregate liability of the Owners and the total aggregate liability of AWWU arising out of or relating to this Agreement, from any and all causes, whether based on contract, tort (including negligence), strict liability or any other cause of action, shall in no event exceed ten million dollars ($10,000,000) for AWWU, or ten million dollar ($10,000,000) for the Owners collectively, provided that such limits shall not apply in the case of such Party's (i) gross negligence or willful misconduct, (ii) third-party indemnity obligation, or (iii) breach of any representation or warranty.

Section 8.2 CUMULATIVE REMEDIES. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED, OR IF A REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY NON-EXCLUSIVE, THE NON-DEFAULTING PARTY SHALL HAVE THE RIGHT TO EXERCISE ALL RIGHTS AND REMEDIES AVAILABLE TO IT AT LAW OR IN EQUITY; PROVIDED, HOWEVER, THAT THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE WAIVED.

Section 8.3 WAIVER OF CERTAIN DAMAGES. EXCEPT WITH RESPECT TO INDEMNIFICATION OF THIRD PARTY CLAIMS PURSUANT TO ARTICLE XI, OR AS OTHERWISE EXPRESSLY PROVIDED FOR HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, INDIRECT, BUSINESS INTERRUPTION OR SIMILAR DAMAGES, WHETHER BY STATUTE, IN TORT, BY CONTRACT OR OTHERWISE.

ARTICLE IX
INDEMNIFICATION

Section 9.1 Indemnity. To the fullest extent permitted by Law, each Party shall indemnify, hold harmless and defend the other Party and its directors, officers, shareholders, partners, agents and employees, and the Affiliates of the same (collectively, the "Indemnified Parties"), from and against any and all loss, damage, expense and liability, including court costs and reasonable attorneys' fees (collectively, "Liabilities") arising incurred by the Indemnified Parties in connection with or arising from any claim for physical damage to or physical destruction to any property of any third party, or death of or bodily injury to any person, to the extent caused by the negligence of the Indemnifying Party or its agents or employees or others under such Indemnifying Party's control, except any Liabilities incurred due to the negligence or willful

misconduct of an Indemnified Party. For the purpose of the definition of "Indemnified Parties" AWWU shall not be considered to be an "Affiliate" of the MOA.

Section 9.2 Defense of Claims. A Party with an indemnification obligation pursuant to this Article IX (an "Indemnifying Party") shall have the right to defend the Indemnified Parties pursuant to this Article IX by counsel of the Indemnifying Party's selection (including insurance counsel) reasonably satisfactory to the Indemnified Party, unless in the opinion of counsel for the Indemnifying Party a conflict of interest between the Parties may exist with respect to such claim. If the Indemnifying Party does not assume the defense of the Indemnified Party, or if a conflict precludes counsel for the Indemnifying Party from providing the defense, then the Indemnifying Party shall reimburse the Indemnified Party on a monthly basis for the Indemnified Party's defense through separate counsel of the Indemnified Party's choice. Even if the Indemnifying Party assumes the defense of the Indemnified Party with acceptable counsel, the Indemnified Party, at its sole option, may participate in the defense, at its own expense, with counsel of its own choice without relieving the Indemnifying Party of any of its obligations hereunder. The Parties shall give each other prompt written notice of any asserted claims or actions indemnified against hereunder and shall cooperate with each other in the defense of any such claims or actions. Without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed, no Indemnifying Party shall settle any such claims or actions in a manner that would require any action or forbearance from action by any Indemnified Party.

ARTICLE X
DEFAULT AND REMEDIES; TERMINATION; DISPUTE RESOLUTION

Section 10.1 Event of Default. The following shall constitute events of default on the part of either party (each, an "Event of Default") under this Agreement:

(a) If a Party makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of the insolvency of such Party, or if such Party files a petition seeking to take advantage of any other Law relating to bankruptcy, insolvency, reorganization, winding up or composition of or readjustment of debts and, in the case of any such proceeding instituted against such Party (but not by such Party), such proceeding is not dismissed within sixty (60) days of such filing;

(b) If a Party fails to comply with any material terms of this Agreement not otherwise set forth as an Event of Default in this Section 10.1(b) and fails to cure or remedy such failure within thirty (30) days after notice and a written demand is made by the non-defaulting Party to the defaulting Party to cure the same or, if such failure cannot be cured within thirty (30) days, the defaulting Party fails to commence to cure such failure within thirty (30) days after such notice and written demand and thereafter diligently pursue such cure to completion, which shall in no event be later than ninety (90) days after such notice;

(c) If a Party defaults under the Interconnection Agreement or the Transportation Agreement;

(d) If a Party fails to make any payment due hereunder within sixty (60) days after receipt of written notice from the non-defaulting Party; or

(e) If any representation or warranty of a Party in this Agreement proves to have been false or misleading in any material respect when made, and such Party has not, within thirty (30) days after written notification thereof from the non-defaulting Party, either fully remedied, or commenced and diligently pursued the remedy, of all adverse impacts on the non-defaulting Party resulting therefrom, all to the reasonable satisfaction of the non-defaulting Party.

Section 10.2 Remedies Upon Event of Default. Upon the occurrence and continuation of an Event of Default, the non-defaulting Party shall have the right to terminate this Agreement and the Interconnection Agreement and the Transportation Agreement; upon ten (10) days written notice and pursue any other remedy available to such non-defaulting party at law or in equity arising out of such Event of Default, including a claim for monetary damage or specific performance.

Section 10.3 Automatic Cross-Agreement Termination. If this Agreement is terminated for any reason during the Term, the Interconnection Agreement and the Transportation Agreement shall automatically terminate, effective as of the same date as this Agreement's termination date.

Section 10.4 Dispute Resolution. In the event of any dispute arising under this Agreement (a "Dispute"), within ten (10) Business Days following notice by either Party, (i) each Party shall appoint a representative, and (ii) the representatives shall meet, negotiate and attempt in good faith to resolve the Dispute quickly, informally and inexpensively. In the event the representatives cannot resolve the Dispute within thirty (30) Days after the first meeting, either Party may request that consideration and resolution of the Dispute be transferred to a designated representative of each Party's senior management. Within ten (10) Days following such a request, each Party shall submit a written summary of the Dispute describing the issues and claims to a senior officer of each Party designated to address the Dispute. Within ten (10) Business Days after receipt of each Party's Dispute summaries, the senior management representatives for both Parties shall negotiate in good faith to resolve the Dispute. If such senior management representatives are unable to resolve the Dispute within thirty (30) Days thereafter, either Party may pursue any available legal remedies.

ARTICLE XI
REPRESENTATIONS

Section 11.1 General Representations and Warranties. Each Owner and AWWU hereby represents and warrants that:

(a) It is duly organized, validly existing and in good standing under the Laws of the state of its formation and is duly qualified to do business in the State of Alaska.

(b) It has all necessary power and authority to execute, deliver and perform its obligations under this Agreement; its execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate, municipal, or other action on its part; and this Agreement has been duly and validly executed and delivered by it and constitutes its legal, valid and binding obligation enforceable against it in accordance with its terms, except as the

enforceability thereof may be limited by bankruptcy, insolvency, reorganization or moratorium or other similar Laws relating to the enforcement of creditors' rights generally and by general equitable principles.

(c) It is not in violation of any applicable Law, or any judgment entered by any federal, state, local or other Governmental Authority, which violations, individually or in the aggregate, would adversely affect its performance of any obligations under this Agreement. There are no legal or arbitration proceedings or any proceeding by or before any Governmental Authority, now pending or (to its best knowledge) threatened against it which, if adversely determined, could have a material adverse effect upon its financial condition, operations, prospects or business as a whole, or upon its ability to perform under this Agreement.

(d) No authorization, approval, exemption, or consent of or by any Person is required by it in connection with the execution, delivery, and performance of this Agreement. In addition, each Party represents and warrants to the other Party that the Governmental Approvals required to be obtained by such Party either have been obtained by such Party and are in full force and effect on the date hereof, or will be obtained by such Party and will be in full force and effect on or prior to the date on which they are required, under applicable Law, to be in full force and effect.

(e) The execution and delivery of this Agreement, the consummation of the transactions herein contemplated and compliance with the terms and provisions hereof by it will not conflict with or result in a material breach of, or require any consent under, any of its constitutive documents or any applicable Law, or under any agreement or instrument to which it is a party or by which it is bound or to which it is subject, or will constitute a material default under any such agreement or instrument.

ARTICLE XII
NOTICES

Section 12.1 Writing. Except as set forth in Section 14.2, any notice, statement, demand, claim, offer or other written instrument required or permitted to be given pursuant to this Agreement shall be in writing and signed by the Party giving such notice, and shall be sent by email, facsimile, hand messenger delivery, overnight courier service, or certified mail (receipt requested) to the other Party, and shall be sent to the addresses set forth in Exhibit B. Each Party shall have the right to change the address information to which notice shall be sent or delivered or to specify additional addresses to which copies of notices may be sent. All notices shall be effective upon receipt.

ARTICLE XIII
CONFIDENTIALITY

Section 13.1 Confidentiality. The Parties agree that the Parties' proposals, communications, negotiations and information exchanged prior to the Effective Date concerning this Agreement and the development thereof, and technical and other information regarding or relating to the subject of this Agreement exchanged between the Parties that is marked, or otherwise clearly communicated to the receiving Party as "Confidential," constitutes "Confidential

Information" of the disclosing Party. The Owners and AWWU each agree to hold such Confidential Information wholly confidential. Such Confidential Information may only be used by the Parties for the purposes related to the approval, administration or enforcement of this Agreement.

Section 13.2 Disclosure. Each Party agrees not to disclose Confidential Information of the other Party to any other Person (other than its Affiliates, counsel, consultants, lenders, partners, members, employees, officers and directors, and then only to Persons subject to similar confidentiality restrictions as those set forth herein), without the prior written consent of the other Party, provided, that either Party may disclose Confidential Information if such disclosure is required by Law, including without limitation, pursuant to an order of a court or regulatory agency to enforce this Agreement or to seek approval of this Agreement. In the event a Party is required by Law or a Governmental Authority to disclose Confidential Information, such Party, prior to such disclosure, shall provide reasonable advance notice to the other Party of the time and scope of the intended disclosure in order to permit such other Party the opportunity to obtain a protective order, or to otherwise seek to prevent or limit the scope or otherwise impose conditions upon such disclosure.

Section 13.3 Injunctive Relief. Each Party agrees that a violation of the terms of Sections 13.1 and 13.2 constitutes irreparable harm to the other Party, and that the harmed Party may seek any and all remedies available to it at law or in equity, including but not limited to injunctive relief.

Section 13.4 Release of Agreement. The Parties agree that this Agreement, upon execution, shall not be considered Confidential Information. Except as required by Law, releasing the Agreement to the public shall be the sole responsibility of the Owners, to be released in the manner at a time decided in their sole discretion.

ARTICLE XIV
MISCELLANEOUS

Section 14.1 Reasonability. The Parties shall act in a reasonable manner and in accordance with principles of good faith and fair dealing in the performance of this Agreement. Unless expressly provided otherwise in this Agreement and whether or not stated: (a) where this Agreement requires the consent, approval, or similar action by a Party, such consent or approval shall not be unreasonably withheld, conditioned, or delayed; and (b) wherever this Agreement gives a Party a right to determine, require, request, specify, or take similar action with respect to a matter, such determination, requirement, request, specification, or similar action must be reasonable.

Section 14.2 Entire Agreement. This Agreement, together with all Schedules and Exhibits hereto, embodies the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings of the Parties, verbal or written, relating to the subject matter hereof.

Section 14.3 Waiver. Any waiver of the provisions of this Agreement must be in writing and shall not be implied by any usage of trade, course of dealing or course of performance. No exercise of any right or remedy by AWWU or the Owners constitutes a waiver of any other right

or remedy contained in or provided by Law. Any delay or failure of a Party to exercise, or any partial exercise of, its rights and remedies under this Agreement shall not operate to limit or otherwise affect such rights or remedies. Any waiver of performance hereunder shall be limited to the specific performance waived and shall not, unless otherwise expressly stated in writing, constitute a continuous waiver or a waiver of future performance.

Section 14.4 Assignment. Neither Party shall assign this Agreement or any of its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, either Party, without relieving itself from liability hereunder, and without the need for consent from the other Party provided that any such assignee shall agree to be bound by all terms and conditions hereof, may transfer, pledge or assign this Agreement: (a) to any person or entity succeeding to all or substantially all of the assets of the assigning Party; or (b) to a successor entity in a merger or acquisition transaction. Any assignment made in contravention of this Section 13.4 shall be void and unenforceable.

Section 14.5 Governing Law; Submission to Jurisdiction; Venue; No Jury Trial.

(a) Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND INTERPRETED AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ALASKA, EXCLUDING ANY CHOICE OF LAW RULES.

(b) Submission to Jurisdiction, Venue. The Parties agree that any suit, action or other legal proceeding by or against any Party (or its Affiliates or designees) with respect to or arising out of this Agreement shall be brought exclusively in the courts of the State of Alaska, in the Municipality of Anchorage, as the Party instituting such suit, action or other legal proceeding may elect, provided that claims related to federal water rights, federal legislation enabling the Eklutna Hydroelectric Project or AWWU Facilities, or the 1991 Agreement may be brought in the United States District Court for the District of Alaska. By execution and delivery of this Agreement, each Party (for itself, its affiliates and its designees) irrevocably and unconditionally consents and submits to the exclusive jurisdiction of such courts and the appellate courts therefrom, and waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding. The Parties irrevocably consent to the service of process in any such action or proceeding by the mailing of copies thereof by registered or certified mail, first class postage prepaid to the addresses set forth in Exhibit B.

(c) No Jury Trial. EACH OF THE PARTIES HEREBY WAIVES ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(d) Duty to Proceed. Pending final resolution of any Dispute, the Owners and AWWU shall continue to fulfill their respective obligations hereunder that are not the subject of the Dispute.

Section 14.6 Headings. The titles or headings of the various sections, articles and paragraphs hereof are intended solely for convenience and ease of reference and are not intended,

and are not to be deemed for any purpose, to modify or explain or place any interpretation or construction upon any of the provisions of this Agreement.

Section 14.7 Status of the Parties. No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties.

Section 14.8 Status of Individual Owners. Each of the Owners shall be jointly and severally liable for the obligations of the Owners under this Agreement. The delineation of specific responsibilities set forth hereunder as among the Owners shall be at the sole discretion of the Owners, not AWWU. If at any time, the Owners agree that one or two of the Owners need no longer be party to this Agreement, such unnecessary Owner(s) may be removed as parties to this Agreement upon written notice to AWWU, if agreed, and shall retain no liability upon removal, with the remaining Owner(s) automatically assuming the full obligations of the Owners hereunder. If an Event of Default exists hereunder at any time with respect to an Owner, it shall be considered an Event of Default with respect to the Owners together as one Party hereunder, provided, that if another Owner agrees to assume such defaulting Owner's obligations under this Agreement by removing such Owner as a party pursuant to the preceding sentence of this Section 14.8 prior to the expiration of any applicable cure period, this shall not be considered an Event of Default hereunder.

Section 14.9 Insurance. Throughout the Term, the Owners shall maintain the required insurance policies as set forth on Exhibit D-1 and AWWU shall maintain the required insurance policy as set forth on Exhibit D-2.

Section 14.10 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and legal benefit of the Owners and AWWU, and their permitted successors and assigns, and no other person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Agreement.

Section 14.11 Further Assurances. Each Party agrees to execute and deliver all further instruments and documents, and take all further action, as may be reasonably necessary to complete performance by the Parties hereunder and to effectuate the purposes and intent of this Agreement, including (1) support of amendment of water rights necessary to implement this Agreement; and (2) AWWU's support of Chugach's tariff revisions necessary to implement the compensation and gain RCA approval as outlined in Section 2.2.

Section 14.12 Amendments. No change, amendment or modification of this Agreement shall be valid or binding upon the Parties unless such change, amendment or modification shall be in writing and duly executed by the Parties.

Section 14.13 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, such determination will not affect any other provision of this Agreement and all other provisions will remain in full force and effect.

Section 14.14 Conflicting Provisions. In the event of any conflict between this document and any Schedule or Exhibit attached hereto, the terms and provisions of this document, as

amended from time to time, shall control. In the event of any conflict among the Exhibits, the Exhibit of the latest date mutually agreed to by the Parties shall control.

Section 14.15 Survival. The provisions of Article I, Article VII, Article VIII, Article IX, Article X, Article XI, Article XII, Article XIV, and Article XIV shall survive termination of this Agreement for any reason.

Section 14.16 Counterparts. This Agreement may be executed in any number of separate counterparts and delivered by electronic means, each of which when so executed shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

[2]

[*Remainder of page intentionally left blank*]

[2] Note to AWWU: this Agreement will not be signed until Assembly approval has been gained; see note on cover page; 14.17 should be removed because we cannot abide the risk that the Assembly approves, we execute, and then the Assembly subsequently withdraws such approval.

IN WITNESS WHEREOF, the Parties have caused this Public Water Supply Agreement to be executed by their duly authorized representatives as of the Effective Date.

AWWU/SERVICE PROVIDER:

ANCHORAGE WATER AND WATERWATER UTILITY, A DEPARTMENT OF THE MUNICIPALITY OF ANCHORAGE

By: _____

Name: _____

Title: Municipal Manager

By: _____

Name: _____

Title: General Manager

OWNERS:

CHUGACH ELECTRIC ASSOCIATION

By: _____

Name: _____

Title: _____

MATANUSKA ELECTRIC ASSOCIATION

By: _____

Name: _____

Title: _____

MUNICIPALITY OF ANCHORAGE

By: _____

Name: _____

Title: _____

Schedule 1.1
Definitions

"1984 Agreement" has the meaning set forth in the Recitals.

"1991 Agreement" means that certain Agreement between the Municipality of Anchorage, Chugach Electric Association, Inc., Matanuska Electric Association, Inc., the United States Fish and Wildlife Service, the National Marine Fisheries Service, the State of Alaska, and the Alaska Energy Authority Relative to the Eklutna and Snettisham Hydroelectric Projects, dated August 7, 1991.

"Affiliate" means, with respect to any Person, any other Person controlling, controlled by or under common control with such first Person. For purposes of this definition and the Agreement, the term "control" (and correlative terms) means (1) the ownership of 50% or more of the equity interest in a Person, or (2) the power, whether by contract, equity ownership or otherwise, to direct or cause the direction of the policies or management of a Person.

"Agreement" has the meaning set forth in the introductory paragraph, and shall include all Exhibits and Schedules hereto.

"APA" has the meaning set forth in the Recitals.

"AWWU" has the meaning set forth in the introductory paragraph, and shall include all successors and permitted assigns of AWWU.

"AWWU Facilities" means the existing water transportation facilities owned and operated by AWWU, including the AWWU Eklutna Lake raw water diversion bypass tunnel interconnected with the intake tunnel of the Eklutna Hydroelectric Project and pipeline.

"AWWU Option" has the meaning set forth in Section 6.2.

"AWWU Water Permit" has the meaning set forth in the Recitals and as may be replaced as described in Section 3.1.

"AWWU Water Project" has the meaning set forth in the Recitals.

"Business Day" means any day other than a Saturday, Sunday or legal holiday in the state of Alaska.

"Chugach" has the meaning set forth in the introductory paragraph, and shall include all successors and permitted assigns of Chugach.

"Conditions Precedent" has the meaning set forth in Section 2.2.

"Confidential Information" has the meaning set forth in Section 13.1.

"Day" or "day" means a calendar day, unless expressly specified otherwise.

"Dispute" has the meaning set forth in Section 10.4.

"DNR" has the meaning set forth in the Recitals.

"Effective Date" has the meaning set forth in the introductory paragraph.

"Eklutna Hydroelectric Project" means the Eklutna Hydroelectric Project initially authorized, constructed and operated pursuant to the Eklutna Project Act of July 31, 1950 (64 Stat. 382, as amended), including any and all property and facilities acquired or used in connection therewith, all of which was then sold to the Owners by the United States of America on October 2, 1997.

"Equivalent Energy Production" has the meaning set forth in Exhibit A – Compensation.

"EWTF" has the meaning set forth in Section 3.2(a).

"Fish and Wildlife Program" has the meaning set forth in the Recitals.

"Force Majeure Event" means the occurrence of any act or event beyond the reasonable control of the Party affected that prevents the affected Party from performing its obligations under this Agreement, in full or part, if such act or event is beyond the reasonable control of, and not the result of the fault or negligence of, the affected Party and such Party has been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums), including the following: drought, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance, sabotage, terrorism or threat of terrorism, strike or labor difficulty, accident or curtailment of supply or equipment, total casualty to equipment, or restraint, order or decree by a Governmental Authority. Notwithstanding the foregoing, Force Majeure Events shall expressly not include mechanical or equipment failures (except to the extent any such failure is itself caused by a Force Majeure Event) nor diminution in water quality in Eklutna Lake.

"Governmental Approvals" means all authorizations, consents, licenses, leases, rulings, certifications, registrations, exemptions, permits, certificates, and approvals from any Governmental Authority.

"Governmental Authority" means any federal, state or local government, any political subdivision thereof, or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or other entity having jurisdiction over the Eklutna Hydroelectric Project or AWWU Water Project or their operations, or the health, safety or environmental conditions or otherwise over the Parties.

"Indemnified Parties" has the meaning set forth in Section 9.1.

"Indemnifying Party" has the meaning set forth in Section 9.2.

"Interconnection Agreement" has the meaning set forth in the Recitals.

"Law" means any constitution, charter, act, statute, law, ordinance, code, rule, regulation, order, specified standards or objective criteria contained in any applicable permit or approval or other legislative or administrative action of any Governmental Authority or a final decree, judgment or order of a court or tribunal.

"Liabilities" has the meaning set forth in Section 9.1.

"MEA" has the meaning set forth in the introductory paragraph, and shall include all successor sand assigns of MEA.

"MOA" has the meaning set forth in the introductory paragraph, and shall include all successor sand assigns of MOA.

"MOA-Chugach APSA" means that certain Asset Purchase and Sale Agreement by and between the MOA and Chugach, as amended on December 28, 2018.

"MOA-Chugach Eklutna PPA" means that certain Power Purchase Agreement by and between the MOA and Chugach, dated December 28, 2018, as amended.

"MOA-MEA Eklutna PPA" means that certain Power Purchase Agreement by and between the MOA and MEA, dated September 16, 2019, as amended.

"Owners" has the meaning set forth in the introductory paragraph, and shall include all successors and permitted assigns of the Owners.

"Owners' Facilities" has the meaning set forth in the Recitals.

"Owners' Water Rights" has the meaning set forth in the Recitals.

"Party" and "Parties" has the meaning set forth in the Recitals.

"Person" means any individual, partnership, corporation, limited liability company, association, business, trust, government or political subdivision thereof, Governmental Authority or other entity.

"Preferred Use Status" has the meaning set forth in the Recitals.

"Project Water Rights" has the meaning set forth in the Recitals.

"RCA" has the meaning set forth in Section 2.2(c).

"Recovered Electrical Energy" has the meaning set forth in Section 3.2(a).

"Replacement Energy" has the meaning set forth in Section 3.2(a).

"Replacement Energy Amount" has the meaning set forth in Exhibit A.

"Replacement Energy Payments" has the meaning set forth in Section 3.2(a).

"Term" has the meaning set forth in Section 2.4.

"Transportation Agreement" has the meaning set forth in the Recitals.

EXHIBIT A

Water Scheduling and Compensation

Scheduling & Reporting:

1. Prior to April 1 of each year, AWWU will furnish to the Owners its estimate of:

    a) Anticipated annual diversions of water for public water supply in the AWWU Water Project for the next five water years (June 1 – May 31), by year, for that same period; and

    b) Anticipated monthly diversions of water for public water supply in the AWWU Water Project for the next water year.

2. Within ten (10) days of the beginning of each month, AWWU will furnish to the Owners, on a monthly basis, the daily actual meter readings showing (a) water used by the AWWU Water Project in the preceding month, and (b) electric energy generated by the AWWU Water Project and delivered to the Owners.

Compensation:

As set forth in Section 3.2(a) and (b) of the Agreement and as was previously agreed to by the Parties in the 1984 Agreement, AWWU's use of the Project Water Rights shall remain a burden solely on the MOA's proportionate ownership share of the Project, and for the avoidance of doubt, shall not be allocated to Chugach's or MEA's proportionate ownership shares. Allocation of cost responsibility to the MOA shall be accounted for in the Eklutna Hydroelectric Project's water balancing account maintained among the Owners rather than through billing or other payment compensation owed by AWWU, except as set forth in Section 3.2 and in this Exhibit A. If the MOA's allocation of the Eklutna Hydroelectric Project's water in any given month is insufficient to cover AWWU's use of the Eklutna Hydroelectric Project's water in that month, AWWU will remain entitled to take its water needs within the parameters set forth in the Agreement and AWWU's Water Permit, and the Owners will make necessary adjustments to the MOA's water position within the Eklutna Hydroelectric Project's water balancing account accordingly.

AWWU will compensate the Owners for Replacement Energy (the reduction in electric energy generation attributable to AWWU's use of the Eklutna Hydroelectric Project's water) through Recovered Electrical Energy and Replacement Energy Payments. In other words, AWWU will pay Owners for MWhs not produced, rather than for the quantity of water used by AWWU.

AWWU will not, however, be required to compensate the Owners for water used by AWWU for public water supply in the AWWU Water Project during unplanned reservoir spill events at the Eklutna Hydroelectric Project (i.e., water spills over Eklutna Hydroelectric

Project's dam or through the spillway other than such releases by Owners as part of their implementation of the Fish and Wildlife Program) as measured on a day for day basis. In other words, during days of unplanned reservoir spill events, AWWU will not be required to compensate the Owners for water and equivalent energy generation.

Each month during the term of the Agreement, Chugach (as the Owners' representative designated by the Owners) shall compute the compensation owed by AWWU to Owners pursuant to Section 3.2 of the Agreement and as provided below. Chugach shall provide an invoice to AWWU showing billing determinants, charges, rebates (if any), total amount due, as well as detail regarding the Replacement Energy Payment calculation and Recovered Electrical Energy accounting. As set forth in Section 5.1 of the Agreement, Chugach shall collect such payments from AWWU, allocate values among the Owners as applicable (e.g., pass through its share of the compensation to the MOA), and maintain records as appropriate.

Monthly Compensation Calculation

1. Following receipt of the meter readings from AWWU, the total number of gallons of water used by AWWU during that month, less water used during days in which the unplanned reservoir spill events described above, shall be converted to acre-feet.

2. The energy equivalent for AWWU's water shall then be calculated by multiplying the acre-feet of water used by AWWU by the Eklutna Hydroelectric Project's average energy production per unit of water (kWh/acre-foot) for the month; the result of this calculation is the Equivalent Energy Production (kWh) attributable to AWWU's water usage. Equivalent Energy Production for a given month will be the Replacement Energy for that month.

3. The Replacement Energy in that month shall then be reduced by metered Recovered Electrical Energy at EWTF delivered to MEA and as reported by MEA meter readings to determine the amount of net Replacement Energy (kWh) for which AWWU owes compensation to Chugach for that billing period (the "Replacement Energy Amount").

4. The billing charges for Replacement Energy Amount shall then be calculated as the product of the Replacement Energy (kWh) (after deduction of the Recovered Electrical Energy) and the monthly energy rate set forth in Chugach's Tariff -- "Replacement Energy Service -AWWU" (as may be amended); such charges for Replacement Energy may be adjusted on a kilowatt-hour basis to recover the cost of power as described in Chugach's Tariff -- Fuel and Purchased Cost of Power Adjustment (comprised of fuel, purchased power, and renewable energy adjustment factors) and the Beluga River Unit Contributed Capital Surcharge and Rebate (when applicable).

5. Compensation for Replacement Energy owed by AWWU to Chugach will be capped at $600,000 per water year in value in aggregate as set forth in Section 3.2(b) of the Agreement, as such amount will be adjusted annually for inflation rate using a 15 year rolling average reflected in the Bureau of Labor Statistics' Urban Alaska Consumer Price Index (CPI-U) (as currently reported by State of Alaska Department of Labor and Workforce Development at https://live.laborstats.alaska.gov/cpi/table) ("AWWU Compensation Cap"). In any month of the Term, to the extent that AWWU does not fully compensate Chugach for the total Replacement Energy Amount owed due to application of the AWWU Compensation Cap, the MOA will make Chugach whole through the calculation of a monetary sum equal to the Replacement Energy Amount multiplied by rates set forth in the Chugach tariff for the Replacement Energy Service -- AWWU that shall paid by the MOA to Chugach (i) as an offset against the MOA's ownership share of AWWU payments owed by Chugach pursuant to Section 6.23 of the MOA-Chugach APSA, (ii) cash payments from the MOA to Chugach, or (iii) if necessary, as an offset against other payment obligations owed by Chugach to the MOA pursuant to the MOA-Chugach Eklutna PPA.

Owners' Allocations

1. The Owners hold the following proportionate ownership shares of the Project: MOA – 53.33%; Chugach – 30.00%; MEA – 16.67%.

2. Pursuant to reallocations, terms and conditions set forth in the (i) the MOA-Chugach Eklutna PPA, (ii) Section 6.23 of the MOA-Chugach APSA, and (iii) the MOA-MEA Eklutna PPA, the Project's water (and resulting power output) is allocated to the Owners in the following proportionate shares: MOA – 0%; Chugach – 64.29%; MEA – 35.71%.

3. The cost responsibility for implementation of the Fish and Wildlife Program is borne by the Owners as follows: MOA – 19.04%; Chugach – 64.29%; MEA – 16.67%.

4. MEA shall compensate the MOA for Recovered Electrical Energy at the EWTF received by MEA through the Eklutna Hydroelectric Project's water balancing account.

EXHIBIT B[3]

Notice Information

If delivered to the Owners, to them at	Chugach Electric Association, Inc. Attention: [_____] **[ADDRESS 1]** **[ADDRESS 2]** **[CITY, STATE, ZIP]** Phone: [(___) ___-____] Email: [_____] Matanuska Electric Association, Inc. Attention: [_____] **[ADDRESS 1]** **[ADDRESS 2]** **[CITY, STATE, ZIP]** Phone: [(___) ___-____] Email: [_____] Municipality of Anchorage Attention: [_____] **[ADDRESS 1]** **[ADDRESS 2]** **[CITY, STATE, ZIP]** Phone: [(___) ___-____] Email: [_____]
If delivered to AWWU, to it at	Anchorage Water and Wastewater Utility, a department of the Municipality of Anchorage Attention: [_____] **[ADDRESS 1]** **[ADDRESS 2]** **[CITY, STATE, ZIP]** Phone: [(___) ___-____]

[3] **Note to accompany final draft**: To be filled out immediately prior to execution to ensure most up to date information

Exhibit F

STATE CAPITOL
P.O. Box 110001
Juneau, AK 99811-0001
907-465-3500

550 West Seventh Avenue, Suite 1700
Anchorage, AK 99501
907-269-7450

Governor Mike Dunleavy
STATE OF ALASKA

October 2, 2024

Mr. Anthony M. Izzo
Matanuska Electric Association
163 E. Industrial Way
Palmer, AK 99645

Mr. Arthur W. Miller
Chugach Electric Association
5601 Electron Drive
Anchorage, AK 99518

Ms. Sara Boario
Regional Director
United States of America
Department of the Interior
U.S. Fish & Wildlife Service
1011 East Tudor Road
Anchorage, AK 99811-0001

Mr. Jonathan M. Kurland
Regional Administrator
United States of America
Department of Commerce
National Oceanic & Atmospheric Admin.
P.O. Box 21668
Juneau, AK 99802-1668

Mr. Aaron Leggett
Chair/President
Native Village of Eklutna
26339 Eklutna Village Road
Chugiak, AK 99567

The Honorable Suzanne LaFrance
Mayor
Municipality of Anchorage
P.O. Box 196650
Anchorage, AK 99519-6650

Mr. Curtis Thayer
Executive Director
Alaska Energy Authority
813 Northern Lights Boulevard
Anchorage, AK 99503

Dear Parties,

Thank you to the Owners for your submission on April 25, 2024, of the Proposed Final Fish and Wildlife Program (Proposed Final Program) for the Eklutna Hydropower Project (Project) and to the remaining parties for their comments and participation in developing the Proposed Final Program.

As you know, through an act of Congress, the Project was sold by the federal government to Chugach Electric Association (CEA), Matanuska Electric Association (MEA), and Anchorage

Municipal Light & Power (through the Municipality of Anchorage). As part of this transaction, the 1991 Fish and Wildlife Agreement (Agreement) laid out the process for the purchasers of the Project to fund studies to examine and quantify impacts to fish and wildlife from the Project, and to develop a proposed Final Program for the protection, mitigation, and enhancement of fish and wildlife effected by the Project and for the other Parties to offer their comments.

As Governor, my duties under the Agreement are to evaluate the Proposed Final Program, attempt to reconcile differences between the Parties to the Agreement, and establish a Final Program that "adequately and equitably protects, mitigates damage to, and enhances fish and wildlife resources."

The evaluation process requires me to give "equal consideration" to eight factors to "ensure that Eklutna [is] best adapted for power generation and other beneficial public uses." The factors are: purposes of efficient and economical power production; energy conservation; the protection, mitigation of damage to, and enhancement of fish and wildlife (including related spawning grounds and habitat); the protection of recreational opportunities; municipal water supplies; the preservation of other aspects of environmental quality; other beneficial public uses; and requirements of State law.

The Final Program established today includes my evaluation of these eight criteria and my amendments to the Proposed Final Program that attempt to reconcile differences among the Parties and the Native Village of Eklutna.

The Proposed Final Program restored year-round water flows to the Eklutna River by connecting Eklutna Lake to the existing Anchorage Water and Wastewater Utility (AWWU) infrastructure; required the Purchasers to provide funding for ongoing monitoring studies, physical habitat enhancement, and lakeside trail repairs; the creation of a Monitoring and Adaptive Management Committee (Committee); and two limited reopeners of the Program for the potential construction of a Fixed Wheel Gate to replace the existing outlet and spillway and for the potential construction of fish passage into and out of Eklutna Lake.

In accordance with my responsibilities to attempt to reconcile differences, I have adopted the Proposed Final Program with the establishment of three amendments to the Proposed Final Program:

1. I added a Governor-appointed seat to the Monitoring and Adaptative Management Committee. This allows future Governors and myself to continue our responsibility under the Agreement as the work of the Committee is ongoing in the final Program.

2. I accepted the request by federal signatories, U.S. Fish and Wildlife Service, and National Marine Fisheries Service, to modify the Proposed Final Program. The Proposed Final Program allocated up to $10 million to study and potentially construct the Fixed Wheel Gate at the Eklutna Dam. If the Fixed Wheel Gate is determined to not be structurally or economically feasible, as requested by the federal parties, the remaining funds not expended of up to $10 million will be made available to the Monitoring and Adaptive

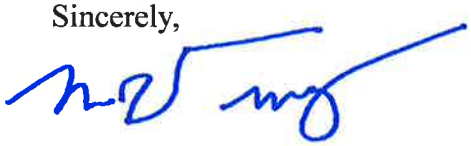
Management Committee for additional studies or measures that protect, mitigate damage to, or enhance fish and wildlife habitat.

3. I am accepting the request by the Municipality of Anchorage and Native Village of Eklutna in their joint resolution of September 5, 2024, to evaluate the Pumped Storage Hydro alternative. However, the Agreement does not provide any party the authority to unilaterally suspend or delay implementation of the Final Program and therefore the necessary work to design, permit, and construct the connection to AWWU's infrastructure and to evaluate the Fixed Wheel Gate is required to begin immediately.

The Final Fish and Wildlife Program established today under the Agreement balances the eight factors I am required to consider, and the Program is designed to be an iterative one that will be able to adapt to changing conditions and technologies well before the process is required to repeat itself.

I want to thank the Parties, the Native Village of Eklutna, and the members of the public who helped shape this Final Program with their time, resources, input, and participation over the past five years. This is not the end of the process, and I am committed to seeing this Final Program successfully enacted. I encourage everyone to join me in working together to implement this Program without delay.

Sincerely,



Mike Dunleavy
Governor

BEFORE GOVERNOR MIKE DUNLEAVY

IN THE MATTER OF THE EKLUTNA	**:**	**DECISION**
RIVER FISH & WILDLIFE PROGRAM	**:**	**October 2, 2024**

This matter comes before the Governor pursuant to the 1991 Agreement ("Agreement") among the Municipality of Anchorage ("MOA"), Chugach Electric Association, Inc. ("Chugach"), Matanuska Electric Association, Inc. ("Matanuska") (MOA, Chugach and Matanuska are collectively referred to as "Eklutna Purchasers" or "Owners"; when discussing issues where the Owners disagree, Chugach and Matanuska will be referred to as the "Operators" and MOA will be listed separately), the United States Fish & Wildlife Service ("FWS"), The National Marine Fisheries Service ("NMFS"), the Alaska Energy Authority ("AEA") and the State of Alaska ("State") concerning the protection, mitigation of damages to, and enhancement of fish and wildlife affected by the Eklutna Hydroelectric Project ("Project") near the Native Village of Eklutna ("NVE").[1] Per the Agreement the Governor is required to establish a "final Fish and Wildlife Program that adequately and equitably protects, mitigates damage to, and enhances fish and wildlife resources affected by the Project".[2]

I. PROJECT HISTORY

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[1] The Agreement also involved the Snettisham Hydroelectric Project, but that project is not part of this decision.

[2] Agreement, Section 5 at P. 4.

The U. S. Bureau of Reclamation built the Project in the 1950s and it was rehabilitated over time. It currently consists of a dam which is an earth and rockfill structure 815 feetlong and 41 feet high with a rectangular spillway that runs through the dam.[3] The intake structure for the Project is located 36 feet below the natural Eklutna Lake level. From there, water is diverted north into a 4.6-mile-long tunnel through Goat Mountain and then into a 1,370-foot-long penstock before reaching the powerhouse located on Old Glenn Highway. The tailrace flows under the highway and then discharges into the Knik River. The powerhouse contains two generating units.[4] Eklutna Lake, approximately seven miles long and one mile wide, is located within Chugach State Park and provides almost 90 percent of the domestic water supply for the Municipality of Anchorage. As of 2018 the Project produced 177,438 megawatt hours of clean energy, enough to power more than 24,600 residential homes for an entire year.[5]

The federal government owned and operated the project until October 1997 when it sold it to the Eklutna Purchasers and is currently owned by Chugach (30%), Matanuska (16.67%) and MOA (53.33%), however, it has been operated exclusively by Chugach and Matanuska since October 30, 2020.[6] The purchase by the Eklutna Purchasers also included a requirement that the Eklutna Purchasers enter into the Agreement with NMFS,

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3 https://eklutnahydro.com/background/.

4 Id.

5 Id.

6 MOA was required to surrender its right to operate the Project. RCA Order U-18-102(44)/U-19-020(39)/U-19-021(39). Surrender of Eklutna Operation Committee (EOC) Voting Rights dated as of October 27, 2020, and filed with the RCA in docket number U-18-102(44).

FWS, AEA, and the State (the Eklutna Purchasers, NMFS, FWS, AEA and State are collectively referred to as the "Parties[7]").

II. THE AGREEMENT

To obtain Congressional approval of the Project sale to the Eklutna Purchasers and as a substitute for federal licensing under the Federal Power Act[8] and its accompanying regulations[9], the Parties were required to enter into the Agreement to develop a fish and wildlife program that provides for the protection, mitigation of damages to, and enhancement of fish and wildlife affected by the Project.[10] The Agreement outlined a 35 year timeline to develop the fish and wildlife program. The timeline ran from the date of the sale, i.e., October 2, 1997, and initially culminates with the complete implementation of the fish and wildlife program by October 2, 2032. This process is designed to reoccur every 35 years.

A. Agreement Requirements

The Agreement set forth a comprehensive process to arrive at a final fish and wildlife plan. It required the Parties to perform the following:

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7 For purposes of this decision, Parties will also include NVE, unless stated otherwise, even though they are not an actual party to the Agreement.

8 16 U.S. C. §791a et seq.

9 18 C.F.R. 4.1 et seq.

10 The Agreement was a substitute for the requirements of the Federal Power Act and its regulations and there are no requirements in the Agreement imposing those laws on the Parties. Rather, the Agreement specifically spells out all requirements the Parties must follow to develop a fish and wildlife program.

a. Purchasers to fund and perform studies in consultation with the other Parties and other State of Alaska agencies to "examine, and quantify, if possible, the impacts to fish and wildlife from the Project and to develop proposals for the protection, mitigation, and enhancement of fish and wildlife affected by the Project."[11]

b. Purchasers develop a draft program, the remaining Parties and other interested persons comment on the draft program, and the Purchasers reply to the comments, with all comments and the replies to be made part of the public record.[12]

c. Preparation of draft summary of the study results and a draft Fish and Wildlife Program by Purchasers.[13] Purchasers to hold public meetings and receive public comments on the program.[14]

d. Purchasers develop a Proposed Final Fish and Wildlife Program ("Proposed Final Program"), an explanation of its reasons for the final program, and provide them and all public comments to the other Parties and the Governor.[15]

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11 Agreement, Section 2, P. 2.
12 Id. Section 3, P. 2.
13 Id. Section 4, P. 3.
14 Id. Section 5, P. 3.
15 Id. Section 5, P. 4.

e. The remaining Parties prepare written comments to the Proposed Final Program and Purchasers prepare a reply. The comments and reply are provided to the Governor.[16]

f. The Governor establishes a Final Fish and Wildlife Program.[17]

g. The Agreement requires the Owners to implement the final Program within 30 years of the transaction date and for the Governor to approve the Final Fish and Wildlife Program three years prior to commencement of the implementation of the Program.[18]

III. PROPOSED FINAL PROGRAM AND PARTIES' COMMENTS[19]

The Proposed Final Program was provided to the Parties and the Governor on April 25, 2024. The Proposed Final Program can be summarized as follows[20]:

1. Proposed Final Program

a. Construction of a new valve and release structure ("Eklutna River Release Facility") located adjacent to the existing Anchorage Water and Wastewater Utility ("AWWU") portal valve to restore year-round water

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16 Id. Section 5, P. 4.

17 Id.

18 Id. Section 7, P. 4-5. The transaction date is October 2, 1997, which is the date of the sale of the Eklutna Project to the Owners. Program implementation must therefore begin by October 2, 2027, and the Governor's approved final Plan must be issued by October 2, 2024, i.e., three years prior to the commencement of Plan implementation.

19 AEA did not provide comments to the Final Proposed Fish and Wildlife Program. NVE did provide comments even though it was not a party to the Agreement. I will consider those comments as part of this decision.

20 The Final Proposed Fish and Wildlife Program is attached hereto as Appendix "A".

flow to the Eklutna River ("River") one mile downstream from the Eklutna Dam;[21]

1. The Eklutna River Release Facility is projected to provide year-round water flow to the River one mile below the dam at rates of 27 cubic feet per second to 40 cubic feet per second;[22]
2. The Eklutna River Release Facility is designed to increase available spawning habitat for chinook, coho, pink and chum salmon;

b. Automation of the existing outlet gate at the base of the spillway at the Eklutna Dam for remote operation;[23]

c. Development of a channel maintenance flow regime to support fish habitat over the long term;[24]

d. Construction of eight new bridges for Anchorage Water and Wastewater Utility (AWWU) at each existing ford crossing to be designed and built to withstand the projected flows;[25]

e. One-time payment of $234,000 for lakeside trail repairs;[26]

f. Monitoring and Adaptive Management Plan;[27]

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21 Proposed Final Fish and Wildlife Program, Section 2.1.1 at P. 4-5.
22 Id. at Section 2.1.2 at P. 6-7. And
23 Id. Section 2.2.1 at P. 7.
24 Id. Section 2.2.2 at Pp. 8-10.
25 Id. Section 2.5 at P. 10.
26 Id. Section 2.4.1 at P. 11.
27 Id. Section 3.0 – 3.4 at P. 12 - 15. This plan includes the creation of a Monitoring and Adaptive Management Committee consisting of five voting members, one each from the following entities: Alaska Department of Fish and Game, Alaska Department of Natural Resources, NMFS, FWS and NVE. Id. Section 3.1 at P. 12.

g. Two limited reopeners, i.e., the study and potential construction of a fixed wheel gate to replace the existing overflow spillway and provisions to review fish passage alternatives to allow adult salmon to pass into the lake from the River and juvenile salmon to pass from the lake downstream into the River ("Limited Reopeners")[28].

2. MOA Comments

MOA raised the following issues in response to the Proposed Final Program[29]:

a. Although the prior Mayor supported the Proposed Final Program, the new Administration believed that Anchorage Assembly approval was necessary, and the prior Mayor failed to obtain it[30];

b. Requests full water restoration to the Eklutna River for the full 12 miles from the Eklutna River Dam downstream and permit fish passage to and from Eklutna Lake;

c. Removal of the limited reopeners; and

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[28] The Fixed Wheel Gate Limited Reopener does not trigger the process terms of the 1991 Agreement; the Fish Passage Limited Reopener does not alter any other components of the Final Program. Proposed Final Program, Section 4.0, Pgs. 17, 20.

[29] Letter from Mayor Susanne LaFrance to Governor Dunleavy, July 19, 2024, and accompanying AR No. 2024-218(S).

[30] Mayor LaFrance was sworn into office on July 1, 2024. David Bronson previously served as Mayor of Anchorage from July 1, 2021 – June 30, 2024. The Proposed Final Program was drafted during and completed while Mayor Bronson served as Mayor of Anchorage. Former Mayor Bronson submitted a letter of support to the Governor's office on April 26, 2024.

d. Requested a two-year extension for the purpose of studying pumped storage hydropower as a potential alternative.

3. FWS Comments

In general, FWS agreed with the Proposed Final Program, but it believed full restoration of water flow to the Eklutna River and fish passage to and from Eklutna Lake was an "important component of a long-term mitigation strategy and that the Proposed Final Program was a starting point to reconnecting the River with their phased approach." They also commented that "[n]either an engineering solution nor funding support have yet been identified that can accomplish all criteria, but we look forward to exploring opportunities to accomplish river connectivity and return an anadromous sockeye salmon run to the Eklutna River". [31]

FWS requested one modification to the Proposed Final Program. FWS requested that if the Fixed Wheel Gate is determined to not be feasible, that the $10 million in funding committed for that purpose be allocated for other protection, mitigation, and enhancement measures "to improve habitat by other means." [32]

4. NMFS Comments

NMFS raised similar issues raised by FWS but did not object to the Proposed Final Program. It concluded the "Program provides a framework to initiate the protection, mitigation and enhancement of fish and wildlife resources and will support the next

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31 Sara Boario, Regional Director, FWS, letter to Governor Dunleavy, June 24, 2024.

32 Id.

iteration of a mitigation plan."[33] NMFS had one request for a modification of the Proposed Final Plan. NMFS requested that if the Fixed Wheel Gate was determined to not be feasible or did not proceed, that either the $10 million committed for that purpose be allocated for other protection, mitigation, and enhancement measures in coordination with the Monitoring and Adaptive Management Committee, or that the NVE pump station alternative be studied.[34]

5. NVE Comments

NVE maintains the primary purpose of the Agreement was to "restore and maintain sockeye salmon that depend on free passage into and out of Eklutna Lake, their preferred spawning habitat."[35] NVE further states the Program is deficient in the following ways:

a. Failure to restore water to all 12 miles of the Eklutna River from the dam downstream at sufficient volumes to support salmon habitat;
b. Failure to permit passage of sockeye salmon to and from Eklutna Lake;
c. Low water flows only minimally enhance chinook and coho salmon habitat;
d. Jeopardizes Anchorage drinking water; and
e. Burdens ratepayers and taxpayers with excessive costs.[36]

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33 Jonathan M. Kurland, Regional Administrator, National Marine Fisheries Service, letter to Governor Dunleavy June 21, 2024. Mr. Kurland's letter acknowledges that the mitigation process is ongoing and repeats every 35 years beginning 25 years after implementation of the Final Fish and Wildlife Program has been implemented.

34 Id.

35 Aaron Leggett, Chair/President, NVE, letter to Governor Dunleavy, June 21, 2024.

36 Id.

6. Operators' Reply to Comments

The Operators replied to the comments from the other Parties and NVE and continued to maintain the Proposed Final Program was consistent with the Agreement. The Operators identified the federal Parties generally approved the Proposed Final Program with some reservations and they identified some key disagreement with MOA and NVE, including:

a. Flow regimes will enhance spawning habitat for chinook, coho, chum and pink salmon that currently exist in the Eklutna River;
b. Included a limited reopener in the Proposed Final Program for the Monitoring and Adaptive Management Committee to address fish passage to and from the Eklutna Lake in the future;
c. Operators worked with AWWU to negotiate agreements that protected the supply of drinking water to Anchorage;
d. NVE's proposed Pumped Station alternative posed higher costs and increased risks to the Project;
e. Removal of the Eklutna Dam in 10 years was not feasible due to foreseeable energy needs, inhibition of renewable energy goals, excessive replacement and removal costs, and damage to infrastructure and property downstream; and

f. The two-year delay requested by MOA for further study will thwart implementation of the Final Approved Program in the timeline required by the Agreement.[37]

7. Joint MOA/NVE Resolution for Pumped Storage Hydropower

Well after the comment period had expired and even after the deadline for Owners' reply to the comments, MOA and NVE provided the Governor and the other Parties a joint resolution recommending a new alternative, pumped storage hydropower, they believed "could result in full restoration of waterflow to the River, protection of Anchorage's drinking water source, and increased power generation, potentially with lower costs to municipal taxpayers and ratepayers".[38] MOA and NVE claim that pumped storage hydropower is used worldwide and it has the "potential to maintain and improve existing power production, meet municipal water supply needs and provide full river hydrological function and connection into and out of Eklutna Lake for fish passage". They requested the Governor require, as part of the Final Approved Program, Owners to use two years of the three year pre-implementation period in the Agreement to explore alternative infrastructure options, including pumped storage hydropower, so water could be restored to the entire Eklutna River and permit fish passage to and from the Eklutna Lake.[39] This joint resolution was virtually identical to MOA's prior request to delay the Governor's decision on a final

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37 Operators Response to Comments, July 24, 2024.
38 Anchorage Assembly and NVE Joint Resolution, No. 2024-001.
39 Id.

program, with the exception of it now identified a proposed alternative to pursue, i.e., pumped storage hydropower. The Operators did not have an opportunity to respond to this joint resolution, but it was addressed in the meeting of the Parties with the Governor's office on September 9, 2024.

IV. DISCUSSION

The Proposed Final Program and the comment period that followed ends a long public process that started with the Agreement in 1991. The most recent process started in March 2019 and included:

- Years of studies, consultations, and alternative analysis;
- Several public meetings;
- Extensive public comments;
- A draft fish and wildlife program;
- Numerous parties' comments, meetings, and discussions; and
- A Proposed Final Program.[40]

Almost all the Parties have described the process of reaching the Proposed Final Program as a negotiation.[41] As with any negotiation, participants do not always come away with

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[40] Operators Response to Comments on Proposed final Fish & Wildlife Program, July 2024 at P. 1.

[41] Transcript of Proceedings before the Governor's Office, September 9, 2024 at Pp. 26 (Operators); P. 73 (FWS); and P. 83 (NMFS). NVE although not a Party to the Agreement also commented that the process included negotiations. Id. at P. 85. MOA did not describe the process as a negotiation, but is now represented by a different administration than the one in place when the Proposed Final Program was drafted. However, see Former Mayor Bronson's letter of support to the Governor's office on April

what they want, and the end result is a resolution that neither side may be completely happy with but nevertheless agree to the terms to move the matter forward. This is certainly the case with the Proposed Final Program put forth by the Operators. The Parties have disagreements as to what should be included and how far the Final Program should go. The Parties, at the time they entered the Agreement, clearly understood that not everyone would get what it desired. The Agreement includes provisions on how to resolve those differences.

A. Governor as Final Decision Maker

1. Review Standard

The Agreement sets forth the role of the Governor in establishing a Final Program. The Governor is required to "review the Proposed Final Program, comments, testimony, summary and analysis materials, and any alternative recommendations for the protection, mitigation, and enhancement of fish and wildlife resources".[42] He is then tasked with "attempting to reconcile any differences between the Parties, giving due weight to the recommendations, expertise, and statutory responsibilities of FWS, NMFS, the State Resource Management Agencies and the Purchasers".[43] Finally, the Agreement provides:

> In order to ensure that Eklutna . . . [is] best adapted for power generation and other beneficial public uses, the Governor shall give equal consideration to the purposes of efficient and economical power production, energy conservation, the protection, mitigation of damage to, and enhancement of fish and wildlife (including related spawning grounds and habitat), the protection of recreation opportunities, municipal water

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26, 2024, wherein he states MOA (Anchorage Hydropower) was involved in the process every step of the way.

42 Agreement at Section 5, P. 4.

43 Id.

> supplies, the preservation of other aspects of environmental quality, other beneficial public uses, and requirements of State law ("Eight Factors").[44]

The Governor is then tasked with establishing the Final Program that adequately and equitably protects, mitigates damage to, and enhances fish and wildlife resources affected by the Project.

2. Operators' Proposed Final Program and Analysis of Eight Factors

We must first evaluate the Proposed Final Program in light of the Eight Factors outlined in the Agreement.

a. Efficient and Economic Power Production and Energy Conservation - Factors One and Two

The Operators assert the Project "produces nearly six percent of the Owners' combined generation portfolio, which also amounts to roughly 25% of Chugach's renewable energy and 44% for Matanuska."[45] This power is also alleged to be the lowest cost resource for power in the Alaska Railbelt.[46] The Project also assists with power reliability for the region.[47] None of the Parties challenge these assertions. Obviously, the downside to restoring water flow to the River from a power production standpoint is the loss of the water for that production. This comes at a cost, both financial and in terms of

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44 Id.

45 Operators' Brief to Governor, September 4, 2024 at P. 4.

46 Id. citing SID at 2.2.2

47 Operators' Brief, September 4, 2024, P.p. 4-5. Operators also cite an example of how the Project assists other power production in the region. When a natural gas company experienced delivery problem, Operators were able to maximize their usage of the Project to maintain system reliability. Id. (Citing Tony Zellers, et al, letter to MOA, February 12, 2024).

power availability, which cannot be overlooked. Maximizing the Project's power output results in energy conservation by reducing natural gas usage, avoidance of diesel usage for power generation and thus lower emissions, and thus reduced costs if these other power production methods were employed.

The Operators chosen method for restoring instream water flow to the River was also based on using cost effective means to achieve the goal and consideration of the costs to the rate payer. They also rejected alternatives that shut the Project down for lengthy periods of time which would have impacted the Project's value for capacity reserves and grid reliability.[48] These facts are likewise not challenged by any Party.

b. Protection, Mitigation of Damage to, and Enhancement of Fish and Wildlife (including related spawning grounds and habitat) – Factor Three

The Proposed Final Program provides several steps for restoring water flow to the River and thus enhancing, protecting, and mitigating damage to fish and wildlife. The Program restores water flow to the River at rates between 27cfs and 40cfs throughout the year.[49] It also requires periodic channel maintenance flows up to 220cfs.[50] It rewaters 11 of the 12 miles of River at the rates noted above thus restoring water flow to the River that has not existed for years. The plan also creates a Monitoring and Adaptive Management Committee of experts to review, evaluate and modify flow regimes within a water budget to increase and enhance fish habitat. Likewise, the increased flow and enhancement of fish habitat will have a corresponding effect on other wildlife, including

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48 Id.

49 Proposed Final Fish and Wildlife Program, Section 2.1.2.

50 Id. at Section 2.2.

bear and moose populations. Operators' modeling projects increases in chinook spawning and rearing habitat by 209 and 53 percent respectively with increases for coho by 65 and 67 percent, respectively.[51] Limited Reopeners are also included, i.e., potential installation of a fixed wheel gate and fish passage in the future.

The federal Parties, NVE, and MOA correctly point out that the Proposed Final Program fails to include rewatering of the entire River and allow for fish passage to and from Eklutna Lake. NVE and MOA believe that this failure alone makes the Proposed Final Program deficient. They also challenge whether the flows proposed will result in any substantial benefit to salmon habitat. The federal Parties, although proponents of full water flow and fish passage, realize that this process is long and with technological advancements in the future, the goals can be achieved. For that reason, they did not reject the Proposed Final Program. The Agreement provides the Governor must give due weight to the recommendations, expertise, and statutory responsibilities of the Parties, including FWS and NMFS.[52] Due weight is given to the FWS and NMFS' expertise and the fact that they have not objected to proceeding with the Proposed Final Program is a very strong indicator that it meets Factor Three.

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51 SID at Section 4.10.1.

52 Agreement at Section 5, P. 4. The Agreement also permits the Governor to give due weight to the Purchasers, which includes MOA. However, MOA gave up their right to vote on operations at the Project and conceded they lacked the expertise to participate in the Project's operations, which included establishing the Proposed Final Program per the Agreement. See RCA Order U-18-102(44)/U-19-020(39)/U-19-021(39) and Surrender of Eklutna Operation Committee (EOC) Voting Rights dated as of October 27, 2020, and filed with the RCA in docket number U-18-102(44).

As stated earlier herein, fish passage is not a requirement in the Agreement, nor is restoration of complete waterflow to the River and fish passage. However, from a review of the record, it appears all parties recognize the importance of eventual complete waterflow restoration and fish passage. The difference between the Parties is focused on the methods and timeline to achieve those goals. The Proposed Final Program includes a Limited Reopener to achieve full water restoration and fish passage, understanding that as technology advances, those goals may be cost effective or technically feasible to achieve in the future.[53]

c. The Protection of Recreation Opportunities – Factor Four

Several positive impacts on recreational activities are included within the Proposed Final Program:

- Commitment of $234,000 as a match to Chugach State Park or its designee for lakeside trail repairs;
- Potential fishing in the River;
- Kayaking on the Eklutna Lake
- Hunting opportunities;
- Camping;
- Wildlife viewing; and
- Protection of the tailrace fishery.[54]

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[53] See Section IV.A.3. herein for further discussion on restoration of complete waterflow and fish passage.

[54] Operators' Brief, September 4, 2024, P.p. 8-9.

The other Parties did not address this issue in their briefs.[55] There are clear benefits and protections from the Proposed Final Program as outlined above.

d. Municipal Water Supplies – Factor Five

The Parties once again disagree on the impacts the Proposed Final Program will have on municipal water supply. Operators acknowledge they will use AWWU infrastructure to restore water flow to the River. They assert it will not negatively affect the water supply and, in some ways, enhance the water supply infrastructure. MOA and NVE on the other hand believe it will negatively affect municipal water supply. However, neither MOA nor NVE have been able to adequately detail these alleged negative effects. Once again, the Agreement permits the Governor to rely on the expertise of the Operators and give due weight to their findings.[56]

Operators maintain the Project's infrastructure and Anchorage's municipal water supply have been "inextricably linked as a matter of physical infrastructure, operations, contract, water rights, and authorizing law since the 1980s when AWWU connected its intake pipe to the Project's intake structure".[57] Operators assert they worked closely with AWWU leadership and engineers to develop legal terms and agreements by which AWWU will be comfortable with the use of AWWU infrastructure to release water into

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55 MOA makes a passing reference that the "proposed program fails to adequately advance recreational and other beneficial public uses such as fishing or taking in the beauty of a real mountain river with real water in it". MOA Brief at P. 11.

56 See also, Footnote 51.[57] Operators' Brief, September 4, 2024, P. 9.

57 Operators' Brief, September 4, 2024, P. 9.

the River.[58] AWWU and Operators have agreed on key terms for an agreement to govern the construction and use of the Eklutna River Release Facility and an agreement for the long term sharing of Eklutna Lake water rights. AWWU and Operators also negotiated three agreements to detail and govern the arrangement if the Governor approves the Proposed Final Program. Finally, Operators agreed to commit to not take any action in connection with the Fish and Wildlife Program that would compromise Anchorage's water supply, and they agreed to accept liability if they did so. Additionally, other benefits flowed to AWWU, including design approval rights, the construction of eight new bridges over Eklutna River for AWWU to maintain access to its infrastructure, new communications systems, flow meters and a new isolation valve structure for safer maintenance of their facilities, as well as other benefits. AWWU receives its water under a contract with the Eklutna Owners; the proposed term sheet according to Operators would reduce the current water supply costs by half under the new contract to replace contract expiring at end of 2025. For all these reasons, the Proposed Final Program does meet the requirements of the Agreement concerning municipal water supply.

The central issue here is not whether the water supply is protected and/or enhanced, as the evidence clearly demonstrates it is, but rather, whether the Operators and AWWU's agreements must be approved by MOA and to date that approval has not been achieved. In Resolution 2024-182(S-1), the Assembly stated "The Municipality of Anchorage does not intend to issue authorizations or provide funds or any other form of

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58 Id.

support of the Proposed Final Program or any alternative that doesn't work toward the restoration of the full length of the River…"[59]. The Operators believe they have legal avenues to pursue the agreements even if MOA withholds approval, but litigation does not move the Final Program forward, creates delay in restoring water flows to the River, and impedes implementation of the Final Program.

e. The Preservation of Other Aspects of Environmental Quality – Factor Six

The redirection of lake water to the River instead of the Project's powerhouse reduces the generation of carbon free power that will most likely be replaced by natural gas generation. However, all alternatives considered reduce the power generation from the Project. The Proposed Final Program has the smallest impact in this regard of all the alternatives considered.

f. Other Beneficial Public Uses – Factor Seven

The Operators cite restoration of salmon habitat in the River as another beneficial public use and that flows will not impact infrastructure downriver, including bridges over the River. Enhanced salmon habitat is important to the public and to NVE and its people. Protecting existing infrastructure used by the public is also a beneficial public use.

g. Requirements of State Law – Factor Eight

Numerous areas of State law are impacted by this Proposed Final Program, including permitting, safety, fish and game, natural resources to list a few. The Operators

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[59] MOA Resolution 2024-182(S-1), June 25, 2024

acknowledge the need to comply with all State laws that apply to the Proposed Final Program and their need to obtain an amendment to their certificate of authority from DNR to permit the conveyance and release of water into the River. Additionally, as operators of an electric utility, Operators also have an obligation to comply with all State laws related to utility operations.

h. MOA and NVE Proposed Alternatives

Neither MOA nor NVE have provided any analysis with respect to how their proposed alternatives consider the Eight Factors. Rather, they seem to rely on the belief that their proposed alternatives, such as dam removal or pumped storage hydro, will result in full water restoration to the River and allow for fish passage thus promoting the protection, mitigation of damage to, and enhancement of fish and wildlife (including related spawning grounds and habitat). While that is one factor that must be considered, the Governor is required to give equal consideration to all Eight Factors. They have not provided any evidence or analysis of how these proposed alternatives will impact the other seven factors. For example, there is no evidence of how these alternatives will promote the purposes of efficient and economical power production and energy conservation or impact municipal water supplies.

3. Differences Between the Parties

In addition to giving equal consideration to the Eight Factors, the Governor must also attempt to reconcile differences among the Parties. Although the Parties have generally agreed that the Proposed Final Program was arrived at through rigorous studies, public review, comment, and negotiation, two glaring differences were identified, 1)

water flow for the entire Eklutna River from the dam downstream; and 2) fish passage to and from Eklutna Lake.[60]

The Operators believe that current technology and cost are major prohibitions to obtaining full water flow throughout the River and fish passage to and from the lake at the present time. They posit that the agreement provides a mechanism to continually review these goals and as technology evolves and costs decline, the goals may be achievable, and have provided for this to be regularly evaluated by the Monitoring and Adaptive Management Committee.

FWS and NMFS believe that complete water flow and fish passage were intended as part of the Agreement, but they also indicate that the process must start somewhere and

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[60] MOA and NVE allege the process to arrive at the Operators' Final Proposed Program was flawed. MOA asserts it was denied a viable way to participate due to the fact it lost its vote as an Owner of the Project via an RCA order. However, MOA's assertion in this regard is misguided for three reasons. First, MOA voluntarily gave up its right to vote on matters affecting the operation of the Project and the 1991 Agreement. Secondly, Mayor Bronson formally acknowledged the MOA's complete participation in "every step in the process that led to the Proposed Final Program" and that MOA supported the agreement with the Proposed Final Program. See Mayor Bronson letter to Governor Dunleavy, April 26, 2024. Thirdly, the Operators assert that they and MOA conducted themselves as equals throughout the process and made all decision on the Proposed Final Program through unanimous consent. The record contains no evidence to the contrary. NVE asserts that the Operators failed to pursue alternatives that would have provided for rewatering the entire river and allowed fish passage. Operators counter that they did look at several other alternatives, including NVE's pump station alternative and dam removal, and for various reasons, including economics and other risks, it chose to proceed as outlined in the Proposed Final Program. See NVE comments, June 21, 2024 and Operators' Reply to Comments, July 2024 at Pp. 22-23.

there is time to achieve both and still comply with the Agreement's requirements.[61] They are each committed to pursuit of any alternatives that will achieve those goals.

MOA and NVE however, believe that both goals should be pursued now and absent complete River waterflow and fish passage, the Program should not be adopted. First, the Agreement does not require complete waterflow and fish passage. Had the Parties intended to make those requirements of the Program, they could have and should have so stated in the Agreement itself.[62] Rather, the Agreement outlines requirements to protect, mitigates damage to, and enhances fish and wildlife resources affected by the Project. At the time the Agreement was signed, the River did not enjoy complete waterflow nor were fish able to pass from River to lake and lake to River. As NVE acknowledges, these goals were not achievable until the lower diversion dam was removed in 2018.[63] Courts cannot add words to the contract that would impermissibly re-write that contract, nor can the Governor in this situation.[64] Simply put, the Agreement is not ambiguous. Rather, complete waterflow and fish passage can be adopted in a final

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61 ". . . the Program provides a framework to initiate the protection, mitigation and enhancement of fish and wildlife resources, and will support the next iteration of a mitigation plan". NMFS Comments to Proposed Final Fish and Wildlife Program, June 21, 2024 at P. 2. "Although the proposed Program does not immediately meet the FWS's goals of ecological connectivity . . . the Program, with commitment of all stakeholders, could be an interim step to reconnecting the river, consistent with our request for a phased approach". FWS comments on the Proposed Final Program, June 24, 2024 at P. 4.

62 *McConnell v. Pickering Lumber Corp.*, 217 F.2d 44, 47 (9th Cir. 1954) ("Appellants would have the court under the guise of construction add words to the contract which are not to be found in it. We do not understand such to be the function of the court.").

63 NVE Brief to Governor Dunleavy, September 4, 2024 at P. 7.

64 *JAE Properties, Inc. v. AMTAX Holdings 2001-XX, LLC*, __ F. Supp. Ed __, 2024 WL 538570 (USDC S. D. Cal. 2024).

program if supported by an analysis of the factors in the Agreement, but the Agreement did not mandate it.

NVE and MOA also seem to place all their emphasis on Factor Three, i.e., protection, mitigation of damage to, and enhancement of fish and wildlife (including related spawning grounds and habitat) without providing for equal consideration of the other seven factors. The Agreement clearly and unequivocally requires the Governor to give "equal consideration" to all Eight Factors.[65] Although Factor Three is an extremely important element of this process, it cannot be viewed alone or to the detriment of the other factors. Each factor has an impact on the final program.

However, with that said, it does not mean that the Governor cannot alter or improve the Proposed Final Program. The Proposed Final Program meets the requirements of the Agreement, giving equal consideration to the Eight Factors, and provides for the protection, mitigation of damage to, and enhancement of fish and wildlife habitat. It can, however, be improved in certain ways to try to reconcile the differences between the Parties per the requirements in the Agreement.

4. Governor's Amendments to Final Proposed Program

The Proposed Final Program is established with the following amendments. Discussion on the amendments will follow this section.

Section 3.1 Committee

This section is amended as follows:

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[65] Agreement at Section 5, P. 4.

The Committee will consist of one voting representative from each of the following:

Alaska Department of Fish and Game – member appointed by the Commissioner;

Alaska Department of Natural Resources – member appointed by the Commissioner;

NMFS – member appointed by its Regional Director;

FWS – member appointed by its Regional Director;

NVE - member appointed by its Chair/President; and

Governor of Alaska – appoints one member.

The Committee will make decisions by consensus and four members shall constitute a quorum.

Section 4.1 Fixed Wheel Gate

If it is determined that the construction of the fixed wheel gate is not structurally or economically feasible, the Owners shall make available any remaining funds not expended of the $10,000,000.00 (up to $10,000,000.00 in April 2024 U. S. dollars)[66] for other protection, mitigation, and enhancement measures for fish and wildlife including impacted habitat loss and other effects

[66] The current estimate for that fixed wheel gate is $4 million. Operators committed up to $10 million in 2024 dollars. See Transcript of Proceedings, September 9, 2024 at P. 109.

related the Project in accordance with the terms and process previously outlined in Section 3.3.6.[67]

Section 4.0 Limited Reopeners

New Section 4.3 is added.

Section 4.3 Pumped Storage Hydropower

Pumped Storage Hydropower is added as a Limited Reopener.

The Parties are directed to study this upon terms and conditions they mutually agree to. The terms and conditions will include level of engineering, level of cost analysis, what Party or Parties will fund the study and in what amounts and any other matters the Parties find necessary to implement this Limited Reopener. The study should be consistent with studies performed for other alternatives reviewed by Operators. The Parties, assuming they agree on the above requirements, are directed to undertake the study immediately, but this study will not delay the implementation of the Governor's Approved Final Program or the review and study of the fixed wheel alternative. The results of the study will be reported to the Monitoring and Adaptive Management Committee ("Committee").

The Committee will analyze the study findings and perform the Eight Factor analysis required by the Agreement. The Committee will then provide the study findings and Eight Factor analysis to the Owners for the Owners review. If

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67 See FWS comments to the Proposed Final Program, June 24, 2024 at Pp. 4-5.

the Owners approve the study findings and Eight Factors analysis, they will provide a statement of support to the Committee and the Committee and Owners will coordinate and cooperate to obtain the Governor's approval. Governor approval of the decision to pursue Pumped Storage Hydropower is required. If the Governor approves the proposal, then the 35-year timeframe requirement to repeat the consultation process required by the Agreement will restart from the date the Governor's approval. The construction of Pumped Storage Hydropower must minimize impacts to Project operations. The Project Owners will oversee all construction activities and will support the development and operation of Pumped Storage Hydropower facilities and infrastructure. This is a limited reopener and will not reopen any other components of the Fish and Wildlife Program.

Discussion of Amendments

Amendment to 3.1

Since the Proposed Final Program provides for ongoing review through the Monitoring and Adaptive Management Committee, and it is the Governor's role under the Agreement to establish a Final Program, adding a Governor appointed seat to the Monitoring and Adaptive Management Committee allows the Governor, and future Governors, to continue to fulfill his or her role under the Agreement to establish the Final Program as the work of the committee is ongoing. The definition of a quorum is added to assist in governance and ensure the recommendations made by the committee have robust involvement from the entities represented.

Amendment to 4.1

As one of the purposes of the Agreement and Final Program is to protect, mitigate damage to, and enhance fish and wildlife habitat, ensuring the funds already set aside for the fixed wheel gate alternative are available to be used for other protection, mitigation, and enhancement measures is consistent with the intent of the Agreement in the event the fixed wheel gate is found to be infeasible. This amendment is responsive to the modification of the Proposed Final Plan requested by NMFS and FWS.

Amendment to 4.0, addition of Section 4.3

MOA and NVE have suggested that Pumped Storage Hydropower ("PSH") is a viable alternative to the Proposed Final Program. They passed a joint resolution on September 5, 2024, advocating for PSH. They claim it is a "proven energy storage solution used worldwide that provides carbon free power production, storage and grid stabilization and that it has the potential to maintain or improve power production, meet municipal water needs and provide full River hydrological function and connection into and out of Eklutna Lake for fish passage.[68] They suggested that the Governor require the Owners use the first two years of the three year implementation period to explore this option.[69]

Neither MOA nor NVE have studied this potential alternative. The Operators have reviewed it but admittedly did not get to any final conclusions on its viability, nor did they engineer or model it to see if it was economically or engineeringly feasible at this location. At the meeting with the Governor's office, MOA, NVE and Operators each

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68 MOA/NVE Joint Resolution, September 5, 2024

69 Id.

agreed that this was a potential option that could be explored.[70] However, Operators and the federal Parties do not want to delay implementation of the Final Approved Program to explore this option.

Implementation of the Final Approved Program should not be delayed or extended for an option of unknown cost and feasibility. However, if PSH is as promising as MOA and NVE indicate, there are numerous potential benefits and improvements to the Eight Factors which must be considered when evaluating this Program. As such, conducting this study, under terms agreeable to the Parties, will provide more information relevant to those factors and the potential benefit or harm to the protection, mitigation of damage to, and enhancement of fish and wildlife resources.

All other components and requirements of the Final Proposed Program are adopted herein unless otherwise amended hereby. The Owners are directed to begin implementation of the Final Approved Program as approved herein as soon as possible.

V. CONCLUSION

The Final Approved Program established today is the culmination of many years of difficult work, analysis, evaluation, discussion, and negotiation by the Parties. Each party did not get all they wanted in this Final Approved Program. However, this is a long-standing problem with no readily available easy solutions and implementation of this

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[70] Transcript of Proceedings, September 9, 2024 at Pp. 105-122. The federal parties did not take a position other than to state they are in favor of exploring options that restores full waterflow to the river and allows for fish passage. Id. at Pp. 112-113.

Final Approved Program will put the River on track towards potential full water flow and fish passage.

Mike Dunleavy
Governor
Date: 10-2-2024