

CHUGACH ELECTRIC ASSOCIATION, INC.
Anchorage Alaska

April 23, 2021

TO: Mike Miller, Manager, Distribution Design
FROM: Karen Keesecker, Manager Land Services
SUBJECT: DOT&PF Utility Permit
Dave's Creek Distribution Line Re-build Ph. 1
Dave's Creek SS to Sunrise Inn, Cooper Landing
W.O. E1913922, Grids M001, C001-06

Attached is the permit necessary for construction of the above referenced project:

State of Alaska DOT&PF Permit 1-110000-21-026

A copy of this permit must be on the job site at all times during construction.

After construction is completed, fill in the following information and return to Land Services.

- 1) Date of construction: _____
- 2) Contractor: _____
- 3) Crew Foreman: _____
- 4) If pavement cut:
 - a) Date pavement patched: _____
 - b) Pavement patch contractor: _____
- 5) Comments: _____

For Land Services Use Only

Date returned: _____

Comments: _____

UTILITY
COPY

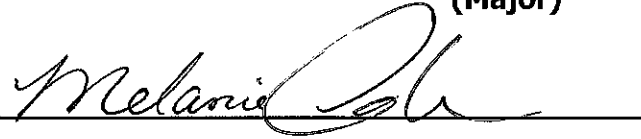
Permit No. 1-110000-21-026
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STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES

UTILITY PERMIT
(Major)

STERLING HIGHWAY
W.O. #: E1913922

Approval
Recommended:



Date: 04/23/2021

Title: Regional Permit Officer

Region: Central

THE STATE OF ALASKA, acting by and through the DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, hereinafter called the DEPARTMENT, grants a Utility Permit to **CEA - Chugach Electric Association, Inc.** hereinafter called the PERMITTEE, to construct, install and thereafter perform routine maintenance, use and operate a(n) **Aerial** hereinafter called the FACILITY, located as follows: **crossing approximately 625 feet east of Quartz Creek Rd**

M.P.: 7.9470

across, along or under property of the DEPARTMENT, acquired and utilized in the operation and maintenance of a State Transportation System, at the aforementioned locations and/or positions, and in strict conformance with plans, specification and special provisions attached hereto and made a part hereof, and not otherwise.

A. In accepting this Utility Permit for the FACILITY, the PERMITTEE agrees to comply with the provisions of AS 02.15.102, AS 02.15.106, AS 19.25.010, AS 19.25.200, AS 35.10.210, and AS 35.10.230; the terms, requirements and regulations as set forth in 17 AAC 15 as authorized under Administrative Procedures Act, AS 44.62.010 -- 44.62.650 and the applicable policies, directives and orders issued by the Commissioner of the DEPARTMENT.

B. The entire cost of routine maintenance operations of the FACILITY are to be paid for by the PERMITTEE, and said FACILITY shall comply with all applicable codes.

C. The PERMITTEE'S construction, installation and maintenance operations of the FACILITY shall be accomplished with minimum interference and interruption of the use, operation and maintenance of the DEPARTMENT'S right-of-way and/or public facility; or as hereinafter provided in the DEPARTMENT'S Special Provisions, attached hereto and made a part hereof, and shall at all times in no way endanger the general public in its use of the public property. Day-to-day operational control of work activities authorized by this PERMIT are the responsibility of the PERMITTEE subject to the terms of the PERMIT.

D. The DEPARTMENT, in granting this Utility Permit, reserves the right to use, occupy and enjoy its property for a public transportation system and for public transportation purposes in such a manner and at such times as it deems necessary, the same as if this instrument had not been executed by the DEPARTMENT. If any such use by the DEPARTMENT shall at any time necessitate any change in location of said FACILITY, or any part thereof, such change or alteration shall be made by the PERMITTEE according to the terms of one of the two clauses set out below as identified by a check mark before the applicable clause.

_____ (1) The PERMITTEE will be reimbursed in full by the DEPARTMENT for all costs incurred in making such changes or alterations to the FACILITY that qualify under the provisions of AS 02.15.104(c), AS 19.25.020(c), or AS 35.10.220(c).

XX

(2) The PERMITTEE shall promptly remove or relocate said FACILITY ~~at no cost to the DEPARTMENT~~ in accordance with the provisions of AS 02.15.104(c)(4) ~~or (5)~~, AS 19.25.020(c)(4) ~~or (5)~~, or AS 35.10.220(c)(4) ~~or (5)~~.

E. On public property being utilized for right-of-way on highways originally established as, or converted to, controlled access highways, ingress and egress thereto for maintenance and operation of the FACILITY is limited to the locations as designated by the DEPARTMENT. However, the DEPARTMENT may allow the PERMITTEE ingress and egress whenever such is necessary to effect repairs and maintenance of the FACILITY and when no other access is available. If the DEPARTMENT determines such access is in conflict with the use of the controlled access highway, the FACILITY will be relocated.

F. The State of Alaska and the DEPARTMENT for the purpose of this Utility Permit, hereby disclaim any representation or implication to the PERMITTEE that the DEPARTMENT has any title in any property other than the interest conveyed to the DEPARTMENT for specific purposes as described by the instrument conveying the land to the DEPARTMENT.

G. The PERMITTEE by these presents accepts notice and agrees that any expenses or damages incurred by the PERMITTEE through the abandonment, removal, reconstruction or alteration of any public facility, or incurred by said PERMITTEE as a result of this disclaimer shall be borne by said PERMITTEE at no expense whatsoever to the DEPARTMENT or the State of Alaska.

H. The waiver or breach of any of the terms or conditions of this Utility Permit or provisions of the Administrative Code, by the DEPARTMENT shall be limited to the act or acts constituting such breach, and shall never be construed as being continuing or a permanent waiver of any such term or condition, unless expressly agreed to in writing by the parties hereto, all of which shall remain in full force and affect as to future acts or happenings, notwithstanding any such individual waiver or any breach thereof.

I. Only the Commissioner of the DEPARTMENT or his delegate shall have the authority to waive any term or condition herein contained.

J. The PERMITTEE shall not assign or transfer any of the rights authorized by this Utility Permit except upon notification to and approval by the DEPARTMENT.

K. The PERMITTEE agrees to comply with all regulations concerning present and future use of the public property acquired, or reimbursed by Federal-aid funds.

L. The PERMITTEE shall give the DEPARTMENT not less than (10) days prior written notice, unless otherwise agreed to by the parties hereto, of the PERMITTEE'S intention to enter upon the DEPARTMENT'S property for the purpose of major maintenance, reconstruction, altering or removal of the FACILITY, provided, however, that normal routine maintenance is expected from this provision, and provided further, that in any instance of sudden emergency requiring prompt and immediate action to protect the public safety, or to mitigate damage to private or public property, no prior notification to the DEPARTMENT will be required. The PERMITTEE shall notify the DEPARTMENT and Alaska State Troopers, of the location of the emergency and extent of work required by the most expeditious means of communication as soon as reasonably possible to do so, and the PERMITTEE shall take such measures as are required to protect the health and safety of the traveling public or public facility users for the duration of such emergency operations.

M. The PERMITTEE shall indemnify and hold harmless the State of Alaska and the DEPARTMENT, or either of them, from all liability for damage to property, or injury to or death of persons, arising wholly or in part from any action taken by the PERMITTEE in relation to the PERMITTEE'S FACILITIES on DEPARTMENT right-of-way or other permitted locations. (17.AAC 15.061)

N. The PERMITTEE is subject to all previous easements and Utility Permits and any damage to any other utility will be the PERMITTEE'S responsibility.

O. The PERMITTEE agrees to be responsible for the compliance with all applicable Federal, State, and local laws, regulations, codes and ordinances.

P. The PERMITTEE agrees to be responsible for obtaining all other appropriate permits or letters of non-objection needed from Federal, State and local agencies, or conflicting lessees, property owners, or utilities.

Q. The PERMITTEE may be required, within thirty (30) days after completion of any improvement placed upon or in the premises herein, deliver to the DEPARTMENT as-built drawings showing the location and construction specifications of said improvement.

R. This Utility Permit is issued under the provisions of applicable Alaska Statutes and Administrative Code effective as of the date of execution of this instrument by the DEPARTMENT.

S. The PERMITTEE agrees that the FACILITY will be constructed in accordance with the following attached documents. The PERMITTEE affirms that it is solely responsible for the content of the attached documents. Issuance Approval of this Permit does not imply the Department's approval of the attached documents. In the event of any conflict between the attached documents and the Permit, the Permit language shall control.

1. Plans dated **04/22/2021**, consisting of **2 page(s)**
2. Specifications dated _____, consisting of _____ **page(s)**; and
3. _____,

which, by this reference, are made a part hereof, and in accordance with the applicable codes pertaining to the FACILITY, and not otherwise, unless prior written authorization is obtained from the DEPARTMENT to do so.

T. The PERMITTEE agrees to reimburse the DEPARTMENT for actual costs of inspection and testing as required during the performance of the work proposed by the PERMITTEE. The scope of inspection and testing shall be determined by the Regional Utilities Engineer. The costs billed to the PERMITTEE will be the actual DEPARTMENT'S costs incurred while performing the inspection and testing.

U. The PERMITTEE agrees by entering on the DEPARTMENT'S property to indemnify the DEPARTMENT and its contractors of all costs tangible or intangible that would be the result of any delay in a construction project of the DEPARTMENT caused by work done under this permit.

V. The PERMITTEE agrees to reimburse the DEPARTMENT for the length of the facility to be installed in excess of 200 feet (as indicated on the attached plans referred to in paragraph "S" above) which is calculated to be **100** linear feet at \$1.00 per foot = **\$100.00**, (but not to exceed \$10,000) payable at the time the permit is executed by the DEPARTMENT, unless arrangements have been made for the PERMITTEE to be billed on a monthly basis.

ELECTRICAL AND COMMUNICATIONS FACILITIES

OVERHEAD FACILITY

Number of Circuits: **1**

Voltage and Phase: **14.4kV, 1 ϕ**

Conductor Type and Size: **#2 ASCR**

Structure Type: **wood pole**

Crossing Angle: **65°** Length: **293'**

Minimum Vertical Clearance: **27'**

Longitudinal Facility Length:

Offset from Highway Right-of-Way: Offset from Highway Centerline:

Offset from Edge of Pavement:

UNDERGROUND FACILITY

Number of Conductors (Cables):

Voltage and Phase:

Conductor (Cable Type and Size):

Number & Size of Conduits:

Size and Type of Encasement:

Crossing Angle: Length:

Depth Below Road Surface (Min. 48"):

Depth of Ditch Prism Placement (Min. 48"):

Depth 10 Feet Outside Slope Limits (Min. 36"):

Method(s) of Crossing Installation:

Longitudinal Facility Length:

Offset from Highway Right-of-Way: Offset from Highway Centerline:

Offset from Edge of Pavement:

Method(s) of Longitudinal Installation:

Construction Code(s) Applicable: NESC

ADDITIONAL INFORMATION:

SPECIAL PROVISIONS

THE PERMITTEE PROMISES TO COMPLY WITH THESE SPECIAL PROVISIONS BY SIGNATURE ON THE PERMIT. IT IS THE PERMITTEE'S RESPONSIBILITY TO FAMILIARIZE ITS' EMPLOYEES, AGENTS, AND/OR CONTRACTORS WITH THESE PROVISIONS, AND INSIST ON STRICT COMPLIANCE.

1.0 GENERAL AND ADMINISTRATION

- 1.1 The Permittee shall have a copy of this permit at the work site at all times.
- 1.2 The permit, together with these Special Provisions, shall take precedence over any additional plans exhibits, attachments, and/or schedules should discrepancies appear.
- 1.3 All contact between the Department and the Permittee's Contractor shall be through a representative of the Permittee. If the Permittee chooses to perform the work with other than its own forces, a representative of the utility shall be present at all times unless otherwise agreed to by the Department. Failure to comply with this provision is grounds for restricting any further work by the Permittee in the Department's right of way.
- 1.4 Any rights granted by this permit may not be assigned or transferred to another entity without prior written approval from the Department. If the utility is sold to another utility or merges with another utility, the new utility shall inform the Department in writing within 30 days after the date of transaction.
- 1.5 Any request for waiver or exception of Special Provision(s), or any request for change in location, alignment, or construction method, shall be submitted in writing to the Regional Engineer.
- 1.6 This permit will expire if construction or installation of the Facility has not started within one year after the date of approval, unless the Permittee obtains an extension of time in writing from the Department.
- 1.7 The Permittee agrees to provide design locates, at no cost to the Department, upon request. If a utility locate service is not available, reference markers shall be installed and maintained at both ends of underground highway crossings, and at angle points in the alignment of the underground Facility. Where utilities are attached to a bridge, the Permittee will attach a plate on the conduit at each abutment describing the content of the pipe or conductor, and the name and phone number of the owning utility.
- 1.8 The Regional Utilities Engineer may assign an inspector or inspectors in order to insure compliance with the provisions of this utility permit. The inspector has the authority to suspend all work in the event of noncompliance.
- 1.9 The Permittee, on behalf of itself and its contractors, officers, officials, employees, and agents, shall indemnify, hold harmless, and defend at its sole cost and expense, the Department, its contractors, officers, officials, employees, and agents from any and all fines, costs, claims, damages, liquidated damages, judgments, or civil penalties assessed by the Department of Environmental Conservation pursuant to AS 46.03.760(E), arising wholly or in part from any action taken by the Permittee in relation to the Permittee's Facilities on Department rights of way or other permitted locations. This indemnification provision is in addition to and shall be construed as consistent with General Provision M.

2.0 COORDINATION

- 2.1 The Permittee shall notify the Department's Regional Utility Permit Officer ten (10) days prior to beginning work on the Facility:

Central Region
(907)269-0644
(907)269-0654 (fax)
cr.utilitypermits@alaska.gov

- 2.2 The Permittee agrees to complete the Facility under this permit by **04/14/2022**.
- 2.3 The Permittee agrees to replace, in-kind, any and all asphalt/concrete disturbed by work allowed under this permit and shall schedule work to coincide with the availability of the aforementioned materials.
- 2.4 The Permittee shall coordinate all work on the Facility with the Department's District Maintenance Superintendent, **Sean Montgomery**, phone number **(907) 262-2199**.
- 2.5 The Permittee agrees to coordinate work on the Facility with other projects, both public and private, that may occur within the project limits covered by this permit. The Permittee agrees not to interfere or hinder the work being performed by other contractors.

3.0 ENVIRONMENTAL

- 3.1 If the Permittee, its Contractor, or Agent discovers environmental contamination in the right-of-way while constructing the Facility, they shall immediately stop work and notify the Department's Regional Utility Engineer.
- 3.2 The Permittee is not responsible for the cost of investigation, cleanup, or disposal of any contaminated soils it discovers during work on the Facility within the Department's right-of-way, **unless**:
- A. The Permittee, its Contractor, or Agent fails to immediately notify the Department of the contamination, or;
 - B. The contamination is attributed to the Permittee's Facility, or actions of the Permittee, its Contractors, or Agents.
- 3.3 If the Permittee, its Contractor, or Agent discovers a cultural, historic, or archeological resource while constructing the Facility, they shall stop work immediately and contact the State Historic Preservation Office at (907) 269-8721.
- 3.4 The Permittee shall not hold the Department responsible for any delay, redesign, rerouting, or additional cost due to encountering environmental contamination, or cultural, historic, or archeological resources.

4.0 NOTIFICATIONS

- 4.1 The Permittee is responsible for notifying businesses and residents that front the project of scheduled road and driveway closures, or any work that may affect them. Property owners shall receive the notices a minimum of one (1) week prior to commencement of the work. Notices shall include a contact name and number of a representative of the Permittee.

5.0 TRAFFIC CONTROL

- 5.1 The Permittee is fully responsible for the costs of all traffic control, including, but not limited to, permit fees, traffic control plan designs, traffic control devices, flagging operations, detours, and/or pilot car operation.
- 5.2 The Permittee shall provide traffic control devices, conforming to the latest addition of the Manual on Uniform Traffic Control Devices published by the U.S. Department of Transportation and Alaska Traffic Manual Supplement while constructing the Facility, or thereafter performing routine maintenance.
- 5.3 All traffic control devices required by Lane Closure Permit, including signs, barricade, and flagmen, shall be in place prior to beginning work within the right of way.
- 5.4 The Permittee shall remove or cover all temporary traffic control devices as soon as practical when they are no longer needed or when work on the Facility is suspended for short periods of time.
- 5.5 The Permittee's construction and maintenance activities on the Facility shall not affect the normal vehicular or pedestrian traffic, or other normal use patterns, without an approved Lane Closure Permit.
- 5.6 The Permittee shall not park vehicles, equipment, or store materials on road or pathway surfaces at any time, unless specifically allowed by Lane Closure Permit.
- 5.7 The Permittee shall not store equipment or materials within **thirty feet (30')** of the edge of travel way when not in use, or when work on the Facility is not in progress.
- 5.8 The Permittee agrees to maintain a proper detour for affected pathways, and be responsible for all liability caused by the Detour.
- 5.9 The Permittee shall provide for the duration of construction adequate signing, barricades, and traffic control devices for the pathways.
- 5.10 The Permittee or the Permittee's contractor shall designate a Traffic Safety Supervisor who shall be responsible for the maintenance of traffic operations on a 24-hour basis. This individual shall have received formal work zone traffic control training or have had three years previous experience in supervising maintenance and protection of traffic through road construction work zones. The Department must be supplied with the name of this individual along with written verification of his/her credentials as well as a 24-hour telephone number where he/she can be reached.
- 5.11 The Permittee shall provide and maintain safe routes for pedestrians and bicyclists through or around traffic control zones at all times.
- 5.12 The Permittee shall stop equipment and vehicles at all points of intersection with the traveling public unless an approved Traffic Control Plan shows otherwise.
- 5.13 All illumination and signalization shall remain operational during the construction of the Facility.

6.0 EXCAVATION AND BACKFILL

- 6.1 The Permittee shall backfill and compact all trenches within road prisms and pathways in 6-inch lifts or as accepted by the Department of Transportation inspector. 6-inch lifts are required if no inspector is present. The backfill shall be of suitable non-frost susceptible, non-organic material (0-6% passing No. 200 sieve). All excavated non-acceptable material shall be removed from the State right-of-way or property by the Permittee.
- 6.2 The road prism is defined to include the finished roadway surface and underlying structural layers out to, and including, any unpaved shoulders, curbs, and attached pathways.

The Permittee shall backfill the vertical extent of the roadway prism with structural backfill to a limit defined by extending a one and one-half horizontal to one vertical (1 1/2:1) slope from the roadway prism limit (shoulder of the road or back of path as applicable) down to where the slope intercepts the bottom of the excavation. Backfill the remaining trench outside the prism with materials meeting the requirements of selected material, Type C, as defined by the latest edition of the Standard Specifications for Highway Construction.

- 6.3 The Permittee shall compact all trenches within or crossing road prisms and pathways at a minimum of 95% of the optimum density. All compaction tests shall be at the Permittee's expense. The Department's inspector shall determine the testing frequency. A copy of each test will be submitted to the Department.
- 6.4 The Permittee shall backfill all trenches, bore pits, and other excavations located outside road and pathway prisms with clean, non-organic, and compactable material meeting the requirements of Select Material, Type C, as defined in the Department's Standard Specifications for Highway Construction. Existing material is acceptable as backfill provided it meets the requirements of Select Material, Type C.

The Permittee shall remove material not suitable for use as backfill from the site, as determined by the Department. The Permittee shall replace unsuitable backfill material with imported material meeting the requirements of Select Material, Type C.

All backfill shall be compacted to existing undisturbed soil densities or better, and graded to blend with the existing ground surface. All costs associated with removal of unusable material and placement of import material is the responsibility of the Permittee.

- 6.5 The Permittee shall place the underground facility a minimum of 48-inches below the surface when in the State's road prism.
- 6.6 The Permittee shall place the underground facility a minimum of 48-inches below the bottom of the ditch, when in the ditch prism.
- 6.7 The Permittee shall place the facility a minimum of 36-inches below original ground when 10 feet outside the slope limits.
- 6.8 The Permittee shall provide lateral trench and bore pit support as necessary.
- 6.9 The Permittee shall place buried caution tape one foot directly above the Facility being installed when trenching or plowing.

7.0 PAVEMENT REPLACEMENT AND TRAFFIC MARKINGS

- 7.1 Pavement shall not be affected by the work covered under this Permit.

8.0 DRAINAGE

- 8.1 The Permittee shall be responsible for assuring that all water entering the Department's storm drain facility meets the minimum criteria for water quality standards as set forth in the Alaska Administrative Code (18 AAC 70.010-.110).
- 8.2 The Permittee shall maintain existing drainage patterns during construction of the Facility and restoration of the right of way unless otherwise agreed to by the Department.
- 8.3 The Permittee shall notify the Department of Transportation of drainage problems caused by the work under this Permit and will remedy the problem as directed by the Department of Transportation.
- 8.4 The Permittee shall replace all culverts damaged by work under this Permit with a C.M.P. of the same size, or 18-inch, whichever is greater. Culverts that are found undersized or damaged shall be cleaned of debris or replaced at the Permittee's expense.

9.0 RIGHT OF WAY PROTECTION, MAINTENANCE, AND RESTORATION

- 9.1 The Permittee shall cleanup within one day behind installation of the facility. The Permittee will not be allowed to trench or plow more than can be cleaned up the following day.
- 9.2 The Permittee or their contractor shall immediately repair any damage of existing utilities, storm drainage or other highway structures caused as a result of construction authorized by this permit.
- 9.3 Heavy tracked equipment operation will not be permitted on a paved roadway or shoulder, unless approved in writing by the Regional Utilities Engineer. If approved, planking or rubber tires shall be utilized between the vehicle tracks and the pavement. The Permittee shall repair damage to the pavement as a result of equipment operation as directed by the Department.
- 9.4 The Permittee or his contractor will be responsible for winter and spring maintenance of the road shoulders, ditch lines, backslopes, road surfaces, taxiways, and runways that have not been left in a neat and clean condition, satisfactory to the Maintenance Section of the Department of Transportation.
- 9.5 The Permittee shall dispose of trees, brush or other natural growth by mechanical chipping (6" x 4" x 1" maximum resultant size) or hauling away. Stumps and grubbing piles shall be loaded and hauled to a disposal site outside the Department's right of way. Trees left for the public shall be limbed and stacked in a location where loading does not interfere with the safe operation of the travel way.
- 9.6 Any Survey monument or monument accessory that will be disturbed or destroyed during construction of the Facility shall be referenced prior to beginning work, and restored or replaced by a Registered Land Surveyor licensed in accordance with AS 34.65.040. All monument records shall be reviewed by the Department prior to filing with the District Recorder.
- 9.7 Highway signs that are in conflict with construction shall be relocated on a temporary basis and reinstalled at the original location as soon as possible. Signs that are damaged during construction shall be replaced in kind to the Department's standards, and at no cost to the Department.
- 9.8 The Permittee shall replace all driveway/street/sidewalk/pathway intersections in kind.
- 9.9 The Permittee shall replace all sidewalks, curbs, and gutters to an existing undisturbed joint.

- 9.10 The Permittee shall provide street sweeping to keep free of loose material all paved portions of the roadway and haul routes open to the public, including sections of roadway off the project where your operations have deposited loose material. Use a street sweeper that can collect materials rather than eject them on the shoulder of the road.
- 9.11 Upon completion of the work within the State right-of-way or State property, the Permittee shall remove all equipment, dispose of all waste material and shall leave the premises in a neat and clean condition satisfactory to the Department of Transportation.
- 9.12 The Permittee shall obtain locates for any existing traffic signals, traffic interconnect cables, street light facilities, or FAA cables prior to construction. Damages shall be repaired and restored to working order within eight hours at the Permittee's expense. Any splice must be located within a Type II Junction Box or as directed by the Department.
- 9.13 Guardrail that is removed or damaged during construction shall be replaced in accordance with Section 606 AKDOT&PF Standard Specifications dated 2004, and Standard Details G-04.10W, G-04.10S, G-00.02, G-10.01.

10.0 TOPSOIL AND SEEDING

- 10.1 The Permittee shall replace and restore all vegetation disturbed. Unless otherwise required, re-vegetation shall consist of establishing seeded grassed slopes over the disturbed ground. The Permittee shall use all means necessary to maintain and protect the disturbed slopes from erosion until such time as the vegetation is established.
- 10.2 The Permittee shall replace any topsoil lost as a result of construction under this permit.
- 10.3 The Permittee shall re-grade all areas disturbed by work under this permit to blend with the existing ground surface and re-seed after completing backfill of the Facility.
- 10.4 If re-seeding is not complete by August 15th, then re-shaping of all disturbed areas shall be completed by July 1st of the following year. The Permittee is responsible for all erosion control measures and cleaning of ditches and culverts.
- 10.5 The Permittee shall re-seed as per the Revegetative Guide for Alaska printed by the extension service.

11.0 OVERHEAD FACILITIES

- 11.1 New and relocated aerial facilities shall maintain a minimum vertical clearance of twenty feet (20') in all locations within the right of way. (17 AAC 15.201)
- 11.2 The Permittee shall remove all overhead lines and/or structures abandoned as the result of this Permit.
- 11.3 No guys/anchors, structures are permitted in Right of Way.

12.0 EROSION SEDIMENT CONTROL

- 12.1 The Permittee shall comply with all regulations set forth by the Alaska Construction General Permit (ACGP) and/or Municipal Storm Sewer Sanitation System (MS4).
- 12.2 The Permittee and its contractors shall act as co-permittees in developing and implementing the Storm Water Pollution Prevention Plan (SWPPP) when the Permittee contracts work to other companies.

- 12.3 Utility permit projects requiring coverage under the ACGP shall submit all required information to the governing agency in accordance with ACGP section 2.0, 'Authorization under this General Permit'.
- 12.4 SWPPP must be site specific and demonstrate how the Permittee intends to comply with the requirements of ACGP.
- 12.5 The Permittee shall be responsible for all erosion control prior to slopes becoming stabilized.
- 12.6 The Permittee is responsible for installing and maintaining BMPs required by the APDES permit throughout the duration of the project.
- 12.7 Provide an Alaska Certified Erosion and Sediment Control Lead (AK-CESCL) trained person, with the authority to direct all activities by the SWPPP, APDES permit or other permit conditions, during all construction and maintenance activities authorized by this permit that involve ground disturbing activities. Provide proof of current AK-CESCL certification upon request.

13.0 ABANDONMENT

- 13.1 Abandonment of the Facility is not allowed. The Permittee shall remove the Facility, and any residual product, from the Department's right-of-way. The Permittee is responsible for all costs associated with the removal of the Facility and restoration of the right-of-way to the satisfaction of the Department.

In consideration of the benefits accruing to the Permittee by reasons of the foregoing agreement, this permit is hereby accepted by the Permittee and the Permittee hereby agrees to comply with all of the terms, provisions, conditions and stipulations therein contained.

The State of Alaska, acting by and through its Department of Transportation and Public Facilities has caused this Utility Permit to be executed on:

Dated this 14th day of APRIL, 20 21

Dated this ²³~~28~~ day of April, 20 21

THE COMPANY OR PERMITTEE

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES

CEA - Chugach Electric Association, Inc.
Name of Company

CENTRAL REGION

By: Karen Keesecker

By: Melinda

Title: MANAGER, LAND SERVICES

Title: Utilities Engineer

Attest: Stephan Howe

Title: Right of Way Agent I

ACKNOWLEDGEMENT OF COMPANY OR PERMITTEE

STATE OF ALASKA
3RD JUDICIAL DISTRICT

BE IT REMEMBERED that on this 14th day of April, 20 21, before me, the undersigned, a Notary Public of the State of Alaska, personally appeared

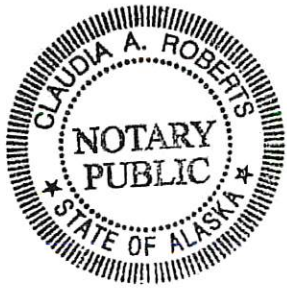
Karen Keesecker
Stephan Howe

and both to me personally known and known to me to be the identical individuals named in and who executed the foregoing permit, and acknowledged the said instrument to be the free and voluntary act and deed of the above named company for the uses and purposes therein expressed and on oath stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of my Office the day and year first above written.

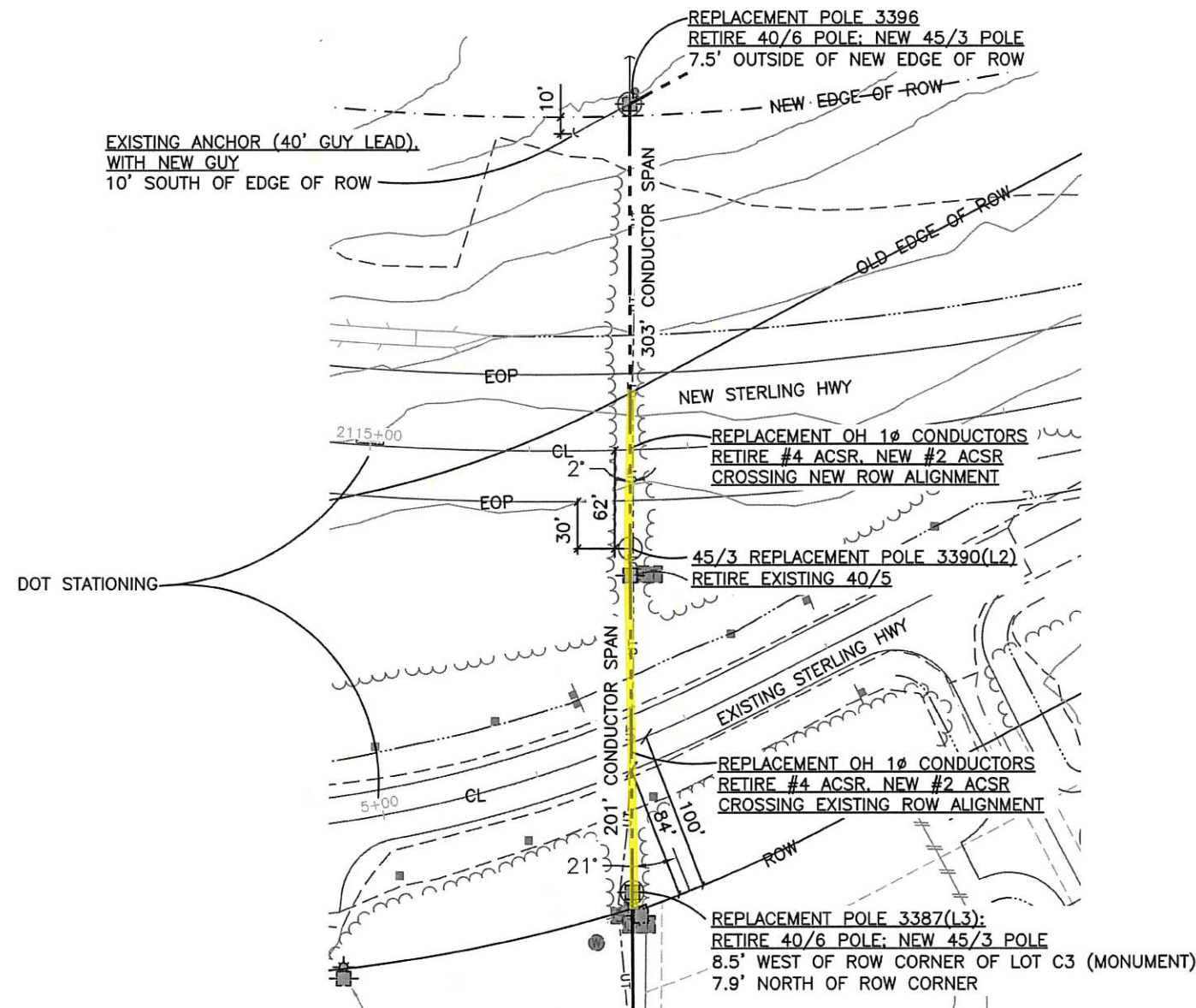
My Commission Expires: 01-01-22

Claudia A. Roberts
A Notary Public



SHEET NOTES:
1. SEE GENERAL NOTES ON SHEET 1.

Permit No. 1-110000-21-026
Latitude: 60.4859
Longitude: -149.7302
Date: 04/22/2021
Page 1 of 2



1 PERMIT PLAN
SEE GRAPHIC SCALE



PROJECT: DAVES CREEK REBUILD - PHASE 1				
DESIGNER/PROJECT ENGINEER: G. ERRICO / M. MILLER				
W.O. # E1913922				
NO.	DESIGN/CONSTRUCTION/ASBUILT REVISION	DWN BY/DATE	REVIEWED (MGR/SUPV)/DATE	APPROVED (DIRECTOR)/DATE
A	ISSUED FOR DOT PERMIT REQUEST	GE/3-3-2021		
B	ISSUED FOR DOT PERMIT REQUEST - REVISED	GE/4-22-2021		

ENG. STAMP



Chugach Electric Association, Inc.
5601 Minnesota Drive - P.O. Box 196300
Anchorage, Alaska 99519-6300

DRAWING NAME:

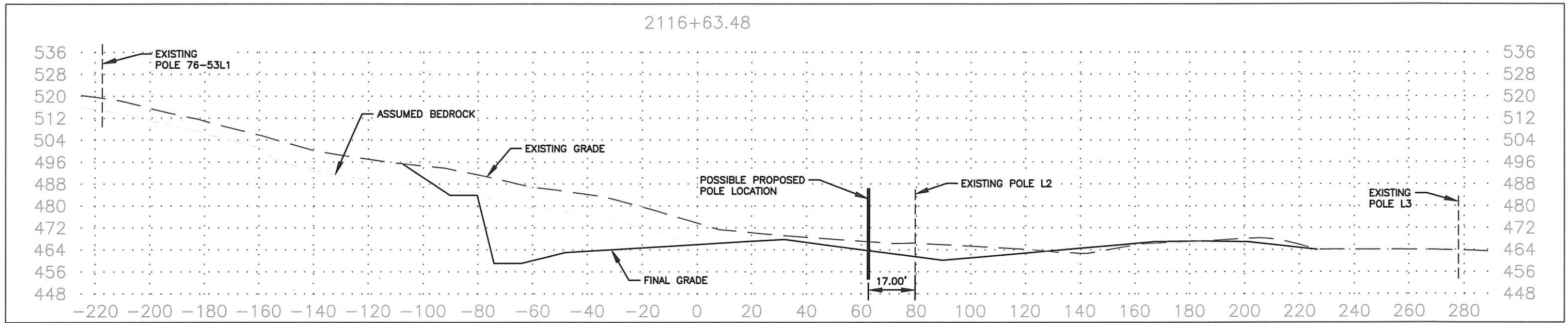
DAVES CREEK REBUILD - PHASE 1

ROW PERMIT REQUEST

W.O. NO.:
C.W.P. REF. NO.:

E1913922

SHEET 1 OF 1





STATE OF ALASKA
Department of Transportation & Public Facilities

Utility Permit Transmittal

Mail To: Chugach Electric Association, Inc.
Right of Way
PO Box 196300
Anchorage, AK 99519-6300

DATE: April 23, 2021

Utility Permit No: 1-11000-21-026

Work Order No: E1913922

Bill To: Karen Keesecker, Manager of Land Services
Chugach Electric Association, Inc.
PO Box 196300
Anchorage, AK 99519-6300

Sterling Highway

Enclosed is one (1) copy of the above-referenced utility permit.

Permit Fees:

 \$700.00 Fee to be billed at the beginning of the next month.
 Fee payment in addition to application remittance.
 Fee payment has already been remitted. No additional amount is due.
 Fee amount to be refunded.

Contact Information:

If we may be of further assistance, please contact this office at 269-0644.

An executed copy of the permit must be on the construction site at all times in order to verify your authority to work within the State-managed right-of-way.