

Kodiak

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Kodiak National  
Wildlife Refuge

AGREEMENT AMONG KODIAK ELECTRIC ASSOCIATION, INC.,  
THE DEPARTMENT OF THE INTERIOR, THE STATE OF ALASKA,  
THE SIERRA CLUB, THE NATIONAL AUDUBON SOCIETY,  
AND THE NATIONAL WILDLIFE FEDERATION  
RELATIVE TO TERROR LAKE PROJECT

On June 16, 1981 representatives of the parties to this agreement met in Juneau, Alaska, in the office of the Commissioner of Natural Resources, State of Alaska. On that date the parties made and entered into this agreement, with Keith D. Bayha, Assistant Regional Director for Environment, United States Fish and Wildlife Service, representing the United States Secretary of the Interior and Ronald O. Skoog, Commissioner of Fish and Game, and Geoffrey Haynes, Deputy Commissioner of Natural Resources, representing the State of Alaska.

THIS AGREEMENT is confirmed this 26 day of June, 1981, by, between and among Kodiak Electric Association, Inc. (KEA), the United States Department of the Interior (Interior), the State of Alaska (State), the Sierra Club (Sierra), the National Audubon Society (Audubon), and the National Wildlife Federation (NWF).

In explanation the parties recite the following:

A. KEA has applied to the Federal Energy Regulatory Commission (FERC) for a license pursuant to the Federal Power Act, 16 U.S.C. §797, to construct and operate the Terror Lake Hydroelectric Project (Project No. 2743). Interior, the State, Sierra, Audubon and NWF are intervenors in the proceeding by which FERC is considering KEA's application.

B. Project No. 2743 will be partially located on lands within the Kodiak National Wildlife Refuge, Alaska (Refuge).

C. The construction of the Terror Lake Hydroelectric Project will be in the interest of the people of the State of Alaska.

D. Construction and operation of Project No. 2743 will impact interests of State and Interior and will affect fish and wildlife resources and their habitats. Interior, State, KEA, Sierra, Audubon and NWF have differed as to the extent to which Project No. 2743 will have significant adverse effects upon fish and wildlife resources and their habitat, as to appropriate mitigation measures, and as to jurisdictional matters.

E. KEA, State, Interior, Sierra, Audubon and NWF desire to settle all of their outstanding differences. Interior and State, in order to facilitate settlement and to achieve mutual objectives of conservation and management of fish and wildlife resources within their respective jurisdictions, are willing to enter into a cooperative agreement for the protection of Kodiak brown bear and other wildlife species.

NOW THEREFORE, the parties hereto agree as follows:

1. Replacement Habitat

In recognition of the need to mitigate adverse environmental effects of the project, the State of Alaska Departments of Natural Resources and of Fish and Game, and the United States Department of the Interior, Fish and Wildlife Service, have entered into a Cooperative Management Agreement, a copy of which is attached hereto as Attachment I and incorporated herein by reference.

2. Height of Dam

2.01 To the end of minimizing adverse construction impacts and facilitating the maintenance of instream flows in salmon spawning habitat in the Terror River, KEA will, as a part of the original construction of

Terror Lake Dam, provide increased storage capacity in Terror Lake Reservoir. The increased capacity will be that ordered by FERC based upon the Instream Flow Mitigation Plan, the discussion contained in Paragraph 5.8 of the DEIS (attached as II-A to Attachment II), and further engineering studies currently being conducted by KEA and which will be filed with FERC, and the intervenors will not object to such construction.

2.02 The Instream Flow Mitigation Plan, attached hereto as Attachment II and incorporated herein by reference, will be incorporated into the project license as a license condition and it is so recommended to FERC.

### 3. Mitigation

3.01 The mitigation measures provided for in this agreement (a) satisfy all requirements imposed by or pursuant to applicable federal law for the mitigation of any and all adverse effects of Project No. 2743 on fish and wildlife resources and their habitats; and (b) constitute the conditions prescribed by the Secretary of the Interior pursuant to Section 4(e) of the Federal Power Act (16 U.S.C. §797[e]) as necessary for the adequate protection and utilization of the Refuge.

3.02 This agreement satisfies any and all applicable requirements of the Fish and Wildlife Coordination Act (16 U.S.C. §661), the National Wildlife Refuge Systems Administration Act (16 U.S.C. §668dd), the Federal Land Policy and Management Act (43 U.S.C. §1701) and of the first proviso in Section 4(e) of the Federal Power Act (16 U.S.C. §797[e]).

3.03 No party will challenge the adequacy of the Final Environmental Impact Statement on any of the grounds settled by this agreement nor attempt to impose

upon KEA in respect of Project No. 2743 any requirement in addition to those imposed by this agreement and the license issued by FERC. However, nothing herein shall prevent the State from discharging any of its responsibilities under State laws or regulations or preclude a party from petitioning FERC to enforce or interpret any provisions of the license.

3.04 The parties understand that the Kodiak Island Borough will agree to prohibit grazing on any Borough lands in the area covered by the Cooperative Management Agreement (Attachment I). This agreement is contingent upon the enactment of Borough regulations to that effect.

#### 4. Miscellaneous Provisions

4.01 KEA, Sierra, Audubon and NWF will jointly recommend to the Alaska Legislature that it enact legislation to authorize, and to provide adequate funding for, a Kodiak Island alternate energy study.

4.02 KEA, as soon as practicable, will establish a trust fund with a capital contribution of \$500,000 for the purpose of funding, out of net income from the trust fund, programs approved by the trustees of the fund for Kodiak brown bear research and other activities, including acquisition of land or rights therein, determined by the trustees of the fund to be of benefit to the Kodiak brown bear. The trustees shall be governed by the following:

a. There shall be four trustees, one to be named by KEA; one to be named jointly by the Sierra Club Legal Defense Fund, Inc., Audubon and NWF; one to be named by the Governor of Alaska; and one to be named by the Regional Director of the U.S. Fish & Wildlife Service unless otherwise prohibited by law.

b. The trust must be so established as to qualify and function as an entity exempt from federal income tax under the Internal Revenue Code of 1954, as amended.

c. The principal of the trust must not be invaded except by the unanimous vote of the trustees and subject to other limitations to be provided in the trust declaration.

d. KEA shall consult with the other parties hereto in preparing the trust declaration.

4.03 In order to minimize bear-human conflict and otherwise to avoid adverse impact on the Kodiak brown bear and its habitat, the parties agree that no recreation facilities should be required in the license and so recommend to FERC.

4.04 The stipulations set out in Attachment III (attached hereto and incorporated herein by reference) will be incorporated into the license and so recommend to FERC.

## 5. Effectuation of Settlement

5.01 This agreement and the Offer of Settlement referred to in Paragraph 5.02, when approved by FERC, settles and adjusts all disputes between and among any and all of the parties relative to the Terror Lake Hydroelectric Project. It does not constitute a waiver of the position of any of the parties with respect to Mt. Glottof, Hidden Basin or Uganik diversions or any other project, proposal or circumstance; nor does it constitute approval or precedent for application of the provisions of this agreement, or of any matter dealt with herein, to any other project, proposal or circumstance.

5.02 This agreement constitutes a stipulated Offer of Settlement executed by Interior, KEA, the

State, Sierra, Audubon and NWF to be filed with FERC as provided in 18 C.F.R. §1.18 as an Offer of Settlement in the license proceedings now pending for Project No. 2743. Each party withdraws any objection to issuance of a license for Project No. 2743 to KEA conforming to the Offer of Settlement.

5.03 This agreement terminates and is of no force and effect if FERC fails to approve the Offer of Settlement referred to in Paragraph 5.02 or in the event that FERC rejects KEA's application for license and the rejection becomes final.

6. Section Headings

Section headings are intended for reference purposes only and form no substantive part of, nor do they interpret, any provision of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

ATTEST:

THE DEPARTMENT OF THE INTERIOR

By: William P. How

ATTEST:

THE STATE OF ALASKA

26 June 81

By: Ronald O. Searcy

ATTEST:

Gene A. Sandberg

KODIAK ELECTRIC ASSOCIATION, INC.

By: John Hession

ATTEST:

THE SIERRA CLUB

\_\_\_\_\_

By: Marian Wilson

ATTEST:

THE NATIONAL AUDUBON SOCIETY

\_\_\_\_\_

By: N. Clifton Emerich

ATTEST:

THE NATIONAL WILDLIFE FEDERATION

## COOPERATIVE MANAGEMENT AGREEMENT

BETWEEN

THE STATE OF ALASKA, DEPARTMENTS OF  
NATURAL RESOURCES AND OF FISH AND GAME

AND

THE UNITED STATES FISH AND WILDLIFE SERVICE

This Cooperative Agreement is made and entered into this 16th day of June, 1981, between the State of Alaska, Departments of Natural Resources and of Fish and Game ("the State"), and the United States Fish and Wildlife Service ("USFWS"), Department of the Interior, under the authority of the Fish and Wildlife Coordination Act, 16 U.S.C. § 661, et seq.; the Refuge Administration Act, 16 U.S.C. § 668dd; Policies and Procedures of USFWS, 16 U.S.C. § 742f; Titles III, XI, XII, and XIV of the Alaska National Interest Lands Conservation Act, 94 Stat. 2371; and Alaska Statutes 16.05.050 (powers and duties of the Commissioner of Fish and Game) and 38.05.027 (cooperative resource management or development agreements by the Commissioner of Natural Resources).

The State and USFWS recite their joint understanding of facts and agreements as follows:

The Kodiak Electric Association ("KEA") has applied to the Federal Energy Regulatory Commission, U.S. Department of Energy ("FERC"), for a license to construct and operate the Terror Lake hydroelectric project No. 2743, ("the project") pursuant to the Federal Power Act, 16 U.S.C. § 797.

Because it has been determined that construction and operation of the project will have adverse effects upon fish and wildlife resources and their habitats, KEA has consulted with USFWS and the State concerning appropriate mitigation of ad-

verse effects, in accordance with the Fish and Wildlife Coordination Act, 16 U.S.C. § 661, et seq.

The project will be partially located on lands within the Kodiak National Wildlife Refuge, Alaska ("Refuge"). The Refuge Administration Act requires that use of Refuge lands be compatible with the purposes for which the Refuge was established. In this instance, the purposes of the Refuge are principally the protection and perpetuation of the brown bear population and its habitat, which includes other fish and wildlife species, vegetation, terrain features, and territorial space. Consequently, full mitigation of the on-Refuge impacts must be achieved to attain compatibility.

Accordingly, the State and USFWS hereby agree as follows:

1. (a) In recognition of the need to mitigate adverse effects of the project according to the Refuge Administration Act and the Fish and Wildlife Coordination Act, and in recognition of the benefits of the project and the values of fish and wildlife and their habitat, the State agrees that certain state lands in the Kodiak Island Borough will be designated as replacement land to replace habitat lost to fish and wildlife within the Refuge because of the project, as further described in Paragraph 2 below.

(b) The Alaska Department of Natural Resources ("DNR") and the Alaska Department of Fish and Game ("ADFG") recognize the desirability of establishing consensus between them on fish and wildlife habitat management and management of other resources on the Shearwater Peninsula generally, in conjunc-

tion with the analysis undertaken to mitigate the impacts of the project, as further described in Paragraph 3 below.

(c) The State and USFWS agree that USFWS may take notice of a management agreement between DNR and ADFG regarding management of fish and wildlife habitat and other resources on the Shearwater Peninsula for purposes of determining whether there has been appropriate mitigation of the adverse effects of the proposed Terror Lake hydroelectric project on the Refuge, in accordance with 16 U.S.C. § 661, et seq. and 16 U.S.C. § 668dd, as further described in Paragraphs 7 and 8 below.

2. In recognition of losses occurring within the Refuge, the State will manage and administer the replacement lands contiguous to the Refuge, designated as the Kiliuda Bay Unit on the map attached as Exhibit A to this Cooperative Agreement, in accordance with the following provisions:

(a) DNR will, under authority of AS 38.05.300, initiate classification of the Kiliuda Bay Unit as "wildlife habitat" under 11 AAC 55.230. If DNR fails to classify all of this Unit as "wildlife habitat," this Cooperative Agreement is null and void.

(b) DNR will manage the Kiliuda Bay Unit, subject to valid existing rights and uses, in a manner compatible with the purposes of the Refuge as long as the project is in operation and the adverse impacts to fish and wildlife resulting from the project remain. Specifically, DNR will manage the lands, in consultation with ADFG and USFWS, consistent with

the Refuge Administration Act, which defines and governs the National Wildlife Refuge System, applicable regulations in Title 50 CFR adopted under 16 U.S.C., and any requirements of the Alaska National Interest Lands Conservation Act ("ANILCA") which are applicable to determine necessary mitigation. Any proposed use found by USFWS to be incompatible with the Refuge purposes will not be permitted. ADFG will manage the fish and wildlife in conformity with AS 16.

3. DNR and ADFG agree that the lands designated the Shearwater Unit on the map attached as Exhibit A to this Cooperative Agreement will be managed by DNR in accordance with the following provisions:

(a) DNR agrees to propose under AS 38.05.300 that the majority of the land in the Unit will be classified as "wildlife habitat".

(b) The land classified as "wildlife habitat" will be in a manageable unit. Its primary resource value will be habitat for brown bear, other wild mammals, birds, fish or other animals. The primary management goal will be the maintenance of the habitat's productivity, with provision for human use of the fish and wildlife resources present. DNR will manage the lands of the Shearwater Unit in a manner determined by the commissioner in consultation with ADFG to be compatible with the primary management goal, subject to valid existing rights and uses, for the life of the project and any associated adverse impacts to fish or wildlife. ADFG will manage the fish and wildlife in conformity with AS 16.

(c) If a major economic use is determined by DNR to be a higher and better use of any portion of lands within the Unit classified as "wildlife habitat," DNR will consult ADFG as to the habitat protection or mitigation measures necessary. DNR agrees to institute necessary habitat protection or mitigation measures on the lands after a written review by an interdisciplinary team using the best data practicably available. DNR further agrees to consult with USFWS on such matters because of its expertise on wildlife management in the area.

(d) The land disposal brochure for sale of land on the Shearwater Peninsula under the state land disposal program will include a copy of the version of the ADFG regulation 5AAC 81.375 in effect on the date of this agreement and attached as Exhibit B.

4. USFWS, DNR and ADFG agree that, with respect to lands managed under this Cooperative Agreement as "replacement lands" under Paragraph 2 or lands classified as "wildlife habitat" under Paragraph 3, any determination made by DNR regarding authorization of grazing will require application of the criteria contained in Exhibit C to this Cooperative Agreement.

5. This Cooperative Agreement is contingent upon KEA's obtaining project approval from FERC for the project and will come into effect upon licensing of the project by FERC. This Cooperative Agreement will remain in effect for so long as the Terror Lake hydroelectric project remains in operation and the adverse impacts to the wildlife resources remain.

However, if the project is not constructed within four years after final approval of the project by FERC, this Cooperative Agreement is null and void.

6. The parties understand that the terms of this Cooperative Agreement, if acceptable to FERC, will be incorporated into the licensing conditions for the project and are binding and enforceable to the same extent as are any licensing conditions under 16 U.S.C. § 797, et seq. (the Federal Power Act) and applicable regulations thereunder.

7. Subject to paragraph 8, it is agreed by USFWS that the terms of this Cooperative Agreement appropriately mitigate the adverse effects of the proposed Terror Lake hydroelectric project on the Kodiak National Wildlife Refuge, in accordance with 16 U.S.C. § 661, et seq. and 16 U.S.C. § 668dd.

8. After completion of the classification process by DNR under Paragraph 3, USFWS may redetermine its agreement made under Paragraph 7. If USFWS does not reconfirm its agreement under Paragraph 7, this Cooperative Agreement is null and void.

DATED: 6-26-81

By:

Keith M. Schemin  
Director, United States Fish  
and Wildlife Service

DATED: 8-28-81

By:

[Signature]  
Commissioner, Alaska Department  
of Natural Resources

DATED: 20 June 81

By:

[Signature]  
Commissioner, Alaska Department  
of Fish and Game



Exhibit A

*Handwritten signature*  
HB

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5 AAC 81.375. TAKING OF GAME IN DEFENSE OF LIFE OR PROPERTY. (a) Nothing in this chapter prohibits a person from taking game in defense of life or property provided that

(1) the necessity for the taking is not brought about by harassment or provocation of the animal or an unreasonable invasion of the animal's habitat;

(2) the necessity for the taking is not brought about by the improper disposal of garbage or a similar attractive nuisance; and

(3) all other practicable means to protect life and property are exhausted before the game is taken.

(b) Game taken in defense of life or property is the property of the state. Persons taking such game are required to salvage immediately the meat, or in the case of black bear, wolf, wolverine and coyote, the hide must be salvaged and immediately surrendered to the state. In the case of brown, grizzly or polar bear, the hide and skull must be salvaged and surrendered to the state immediately. The department must be notified of such taking immediately and a written report giving the circumstances of the taking of game in defense of life or property must be made to the department within 15 days of such taking.

(c) As used in this section, "property" is limited to

(1) dwellings, whether permanent or temporary;

(2) aircraft, boats, automobiles, or other means  
of conveyance;

(3) domesticated animals; and

(4) other property of substantial value necessary  
for the livelihood or survival of the owner.

Wildlife habitat land may be leased for grazing only if such leasing

(1) does not create undesirable competition with resident wildlife and forage;

(2) does not create a serious possibility of disease transmission between livestock and wildlife;

(3) does not require or increase the need for predator control;

(4) does not require the erection of fences or other barricades that would impair the movement of wildlife; and

(5) does not result in a demand for water that would adversely affect the existing quality and quantity of water in lakes and streams.

## INSTREAM FLOWS

The proposed Terror Lake Project would have an adverse effect on spawning salmon and their habitat during low-flow period unless appropriate mitigative measures are taken. Therefore, Kodiak Electric Association (KEA), Alaska Department of Fish and Game (ADF&G), U.S. Fish and Wildlife Service (USFWS), and the National Marine Fisheries Service (NMFS), in accordance with the Fish and Wildlife Coordination Act (16 U.S.C. § 661 et seq.), National Environmental Policy Act (NEPA), Refuge Administration Act and the Federal Power Act, enter into this agreement as a vehicle for full mitigation for this adverse impact. It is our intent that this agreement become a part of the project license issued by the Federal Energy Regulatory Commission (FERC). Furthermore, KEA will provide an annual report to the FERC, with copies to all signatories, providing evidence that KEA has performed in compliance with this agreement.

Accordingly, the KEA, ADF&G, USFWS, NMFS hereby agree as follows:

1. To reactivate the Terror River Gage #15295700 as a means of monitoring KEA's compliance with the instream flow regime identified in item 2.
2. To protect existing pink and chum salmon resources of the Terror River, KEA will make the necessary releases from Terror Lake reservoir to ensure that

instantaneous streamflows at the Terror River Gage #15295700 do not fall below the following values during reservoir filling and thereafter during project operation:

January	60 cfs,	incubation
February	60 cfs,	incubation
March	60 cfs,	incubation
April	100 cfs,	outmigration
May	150 cfs,	outmigration
June	150 cfs,	outmigration
July	150 cfs,	spawning pink salmon, chum salmon
August	150 cfs,	spawning pink salmon, chum salmon
September	150 cfs,	spawning pink salmon, chum salmon, coho salmon, Dolly Varden
October	150 cfs,	spawning chum salmon, coho salmon, Dolly Varden
November 1-15	100 cfs,	spawning coho salmon, Dolly Varden
November 16-30	60 cfs,	incubation
December	60 cfs,	incubation

3. Natural streamflows in the Terror and Kizhuyak rivers will be maintained during project construction.
4. KEA will collect supplemental streamflow and water temperature data during the period October 1981 through May 1982 to refine the predictive capability of the existing thermal model for the lower Terror River. Data collection will include thermal profiles of

Terror Lake and water temperature and streamflow data for Terror River tributaries, Terror Lake outlet, and lower Terror River gage. Additional thermal analysis will determine the necessity of a multiple level outlet structure in the Terror Lake Dam for releases to the Terror River.

5. KEA will establish a monitoring program in cooperation with USFWS and ADF&G and other appropriate agencies to assess project effects during construction and operation on terrestrial and aquatic habitats. A study plan detailing the scope of work, method and frequency of data collection, and reporting schedule will be developed by KEA in cooperation with USFWS and ADF&G prior to initiation of construction activity.
6. Six years after initiation of project operation, the operational history and project effects on the fishery will be reviewed and if it is determined that additional water is available, a dual-phase flow regime will be implemented to best accommodate fish and power production. If the analysis determines that insufficient water exists to provide a dual-phase flow regime, the regime presented in item 2 above will remain in effect unless otherwise agreed to in writing by all parties signatory to this agreement.
7. KEA will establish snow courses in the headwaters of the project area as soon as practical after licensing, and

initiate a data collection program by the winter of 1981-82. The data collection program will be used to implement a runoff forecasting program. The runoff forecasting program will in turn be used to determine whether additional water is available to establish a dual-phase flow regime as outlined in paragraph 6 of this Attachment.

## 5.8 INCREASED STORAGE AT TERROR LAKE

As proposed, the Terror Lake Reservoir would be capable of storing almost 50 percent of the total annual runoff of the Terror Lake basin and the proposed Upper Kizhuyak basin diversions. Applicant's studies show that the proposed project's storage capacity is adequate to prevent spill in about 30 percent of the water years studied. In the other water years, limited spill would occur during the summer floods. It appears that the amount of storage is adequate for the presently proposed level of development. If, in the future, non-dependable generation were added to the system, additional storage at Terror Lake would be highly desirable. For example, if wind turbines were installed, the energy they would provide could be made firm by off-loading the hydroelectric generation during windy periods and maintaining the energy equivalent in storage in the reservoir. The project reservoir could function as storage for wind-generated energy. Increasing the storage capacity in Terror Lake by raising the elevation of the dam and spillway crest would make the future development of non-firm generation sources such as wind much more economical. If the dam were constructed to store more water than currently proposed, the major environmental effects would be those associated with increasing the reservoir size by about 60 acres, the use of larger quantities of rock and fill materials for the dam, and a somewhat longer construction period for the dam structure. If the dam's elevation were raised at a later date, it would produce most of the short-term construction effects of the initial dam construction and those associated with

an enlarged reservoir. The cost of raising the elevation of the dam at a later date would be many times more expensive than the cost of initially constructing the dam to the ultimately desired elevation. Thus, KEA should investigate the economic feasibility and desirability of increasing the storage capacity of the Terror Reservoir.

Stipulations Recommended for Inclusion in the FERC  
License for the Terror Lake Hydroelectric Project

1. KEA will provide a locked gate or other means to effectively block vehicular access past the powerhouse, and will prohibit unauthorized vehicular access beyond that point within its legal authority.
2. KEA will restrict travel on the access road to that necessary to accomplish construction and operation requirements, and this travel will be restricted to that required by the project plan submitted to FERC.
3. KEA will restrict helicopter traffic in the vicinity of bears and goats to prevent harassment as defined in the Airborne Hunting Act. The U.S. Fish and Wildlife Service and the Alaska Department of Fish and Game will specifically identify flight corridors to and from construction sites within the project to avoid areas known to be critical to wildlife.
4. KEA agrees that reasonable mitigation measures include the design of the 138KV transmission line to prevent entanglement and electrocution of raptors, and that the design will be subject to review and approval by FERC.
5. KEA will conduct construction and post-construction monitoring and impact assessment in accordance with a monitoring plan developed by KEA or its representative, subject to the approval of the U.S. Fish and Wildlife Service,

and will make all resulting information available to any interested parties.

6. KEA will enforce a policy of collecting and incinerating all food-related refuse in a timely manner to prevent garbage accumulation and attraction of bears.

7. As part of KEA's erosion and sedimentation control plan on file with FERC, KEA will rehabilitate all disturbed sites where necessary to minimize erosion and sedimentation problems. Native plant species are to be used where practical. Non-native plants are to be approved by the U.S. Fish and Wildlife Service.

8. KEA agrees that project material and disposal sites be subjected to appropriate interagency review and methods and locations be approved in advance of project development.

9. KEA intends to fully comply with all Alaska statutes and will post appropriate notices for construction personnel. This includes prohibiting feeding of wild animals.

10. KEA agrees that no road should be constructed along the transmission corridor.

11. KEA will not permit human disturbance or construction activity within 1,000 feet of raptor nests and agrees that helicopter departure and approach patterns likely to occur in the vicinity of known nest sites will be prescribed on a case-by-case basis.

12. KEA will require all construction personnel

to attend any U.S. Fish and Wildlife Service environmental orientation program in order to receive instructions regarding bear/human conflicts and how to avoid them.

13. KEA will establish a fence around the garbage incinerating and mess facilities to preclude access by bears. Types of fences to be considered will include electric fences.

14. KEA will require in all construction contracts a provision prohibiting the discharge of firearms in the project area by all contractor personnel except in the defense of life or property as defined by State law.

15. KEA will take economically reasonable measures to minimize the visual impact of all project features.