

NWABSD Special Board Meeting

Monday, March 23, 2026 10:00 AM

Microsoft Teams, 744 Third Ave., Kotzebue, AK 99752

1.	<u>CALL TO ORDER, ROLL CALL</u>	Presenter: Margaret Hansen, President
2.	<u>MOMENT OF SILENCE</u>	Presenter: Margaret Hansen, President
3.	<u>PLEDGE OF ALLEGIANCE</u>	Presenter: Margaret Hansen, President
4.	<u>INTRODUCTION OF GUESTS/STAFF</u>	Presenter: Margaret Hansen, President
5.	<u>APPROVAL OF AGENDA</u>	Presenter: Margaret Hansen, Board President
6.	<u>EXECUTIVE SESSION</u>	Presenter: Margaret Hansen, Board President
7.	<u>ADOPTION OF CONSENT AGENDA</u>	Presenter: Margaret Hansen, Board President
8.	<u>COMMUNICATIONS & ITEMS INTRODUCED BY BOARD MEMBERS</u> Childcare Center MOA	Presenter: Margaret Hansen, Board President
9.	<u>DATE, TIME, & LOCATION OF NEXT MEETING</u>	Presenter: Margaret Hansen, Board President
10.	<u>ADJOURNMENT</u>	

MEMORANDUM

TO: NWABSD Board of Education
Members

DATE: March 10, 2026

NUMBER: 26-106

FR: Office of the Superintendent

SUBJECT: Approval of MOA with Cat
Simulators - Simformation

ABSTRACT:

The administration requests School Board approval to enter into a contract with Simformation, Cat Simulators, in the amount of \$186,902.81 to upgrade the current CAT simulators and purchase a new large wheel loader. Simformation staff will install the simulators.

ISSUE:

At issue is the approval of a Memorandum of Agreement (MOA) with Simformation, Cat Simulators. All MOAs that exceed \$50,000 require Board approval.

BACKGROUND AND/OR PERTINENT INFORMATION:

This Memorandum of Agreement (MOA) will allocate funds from the Technical Vocational Education Program (TVEP). The CAT simulators at the ATC are approximately fourteen years old and currently out of service. The dozer and excavator simulators can be upgraded with Gen2 technology. ATC is seeking to establish an agreement with Simformation to upgrade two existing Cat Simulators at ATC with new computers, software, and screen components. Additionally, a third simulator, a large wheel loader, will be added. Staff from Simformation will be onsite to install and set up the simulators and to train staff in operating the equipment.

Funding: TVEP Grant

ALTERNATIVES:

1. Approve the MOA with Simformation in the amount not to exceed \$186,902.81 as presented;
2. Disapprove the MOA with Simformation as presented;
3. Take no final action.

ADMINISTRATION'S RECOMMENDATION:

The administration recommends that the Board approve the Memorandum of Agreement with Northern Industrial Training in the amount not to exceed \$186,902.81 as presented.

WHERE TRAINING MEETS TECHNOLOGY



**PRODUCTIVITY
COST SAVINGS
SAFETY
SKILLS**

CAT[®] SIMULATORS



TRAINING MAKES THE DIFFERENCE

Cat® Simulators virtual training provides a way for operators to gain familiarization of machine controls, learn proper operating procedures, and develop safe habits before training on actual machines.

The simulated environment offers a safe place to learn and make mistakes without harm to the jobsite, machines or personnel.

Discover the benefits!

Production

- Machine is open for production on job sites
- Reduced maintenance
- Longer engine life
- Refine skills to improve production

Cost Savings

- No fuel costs
- No engine-use hours
- Actual machinery is left open for billable work
- Possible benefit from lower insurance premiums

Mobility

- Compact and easily portable to job sites, customer sites or marketing events
- Mount on a rolling platform or outfit a travel trailer



Safety

- Practice difficult maneuvers repeatedly until fully mastered
- Experience machine exercises in a safe environment
- Decrease operator anxiety in a controlled environment
- Learn specific safe operating procedures; break bad habits

Flexibility

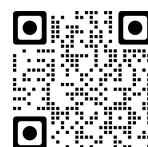
- Train anytime day or night, regardless of weather conditions
- Train multiple operators, on multiple machines, at one time

Skills Assessment

- Screen operator hires
- Track operator training performance through built-in testing
- Address ergonomic issues
- Preview motor skills use

CAT® SIMULATORS

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WHY TRAIN WITH AUTHENTIC CONTROLS?

Cat® Simulators feature authentic Cat controls. Operators learn the same procedures as in the actual machine. This means operators can make a seamless transition to the field.



Actual Machine Cab



Simulated Machine Cab

Genuine Cat® Controls



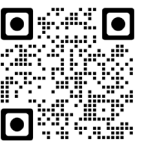
Discover the Benefits

Authentic hardware makes a difference:

- **Convertible controls:** Change from one machine model to another on the same base frame.
- **Motion capable:** Experience vibration and movement when the simulated machine is running during training exercises.
- **Adjustable seat:** Realistic seat just like the actual machine.
- **Working seatbelt:** Fail the exercise if you don't buckle up.
- **Proprietary machine and engineering data:** Make Cat Simulators the most realistic heavy equipment simulator available.
- **Cat Simulators is a Caterpillar-licensed brand.**

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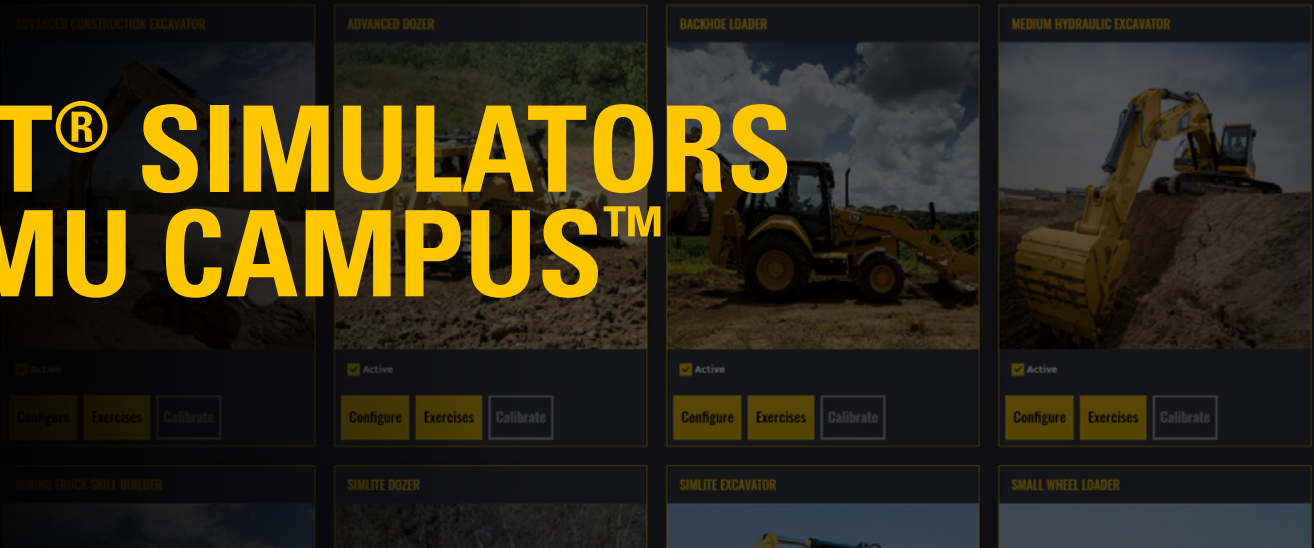


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MANAGE SIMULATORS

CAT® SIMULATORS SIMU CAMPUS™



SimU Campus™, the built-in reporting software found in each Cat® Simulators system, is now more powerful than ever. The new version categorizes important metrics/benchmarks by Safety, Production, and Maintenance, making it easier to view learner results. The customizable dashboard enables instructors to track learner progress, easily view pass/fail metrics and more.

- **Dashboards.** Adjust the Instructor Dashboard with the new settings options. Choose which reports to view on the Reports Dashboard.
- **Add Users.** Easily add students/users.
- **Import Data.** Import data to view students' results and determine areas that need focus and improvement.
- **Manage Classes.** Set up classes with the Wizard, then easily manage them.
- **View Class Detail.** See which students are enrolled in each class and the progress they are making.



Generate Dynamic Reports

- **Multiple Instructors.** Multiple instructors can now manage one class.
- **Practice & Exam Modes.** Save both practice mode and exam mode to a database.
- **Drag & Drop Options.** Use drag and drop options throughout the site.
- **Unlimited Classes and Users/Students.** Set up different class and student combinations.
- **Archived Classes.** Reuse archived classes.

Benefits

- **Allow simultaneous operation** of multiple simulator training stations.
- **Network to a Manager's Workstation** to capture and manage data from multiple simulators.
- **Change benchmarks and critical failure details**, depending on the learner's skill level.
- **Manage simulator use** by authorizing different classes to specified simulators.



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316 SW Washington Street, Suite 300, Peoria, IL 61602 USA
T + (309) 670-3200 | F 309-263-0127 | Tax ID 36-4643456
www.simformotion.com

QUOTE DATE:
03/04/2026

QUOTE EXPIRATION:
04/03/2026

QUOTE
QU-1849

ACCOUNT MANAGER:
Jonathan Laberdia

BILL TO	SHIP TO
Alaska Technical Center PO Box 51 Kotzebue, AK 99752 United States of America	Alaska Technical Center PO Box 51 Kotzebue, AK 99752 US SHIPPING METHOD UPS SCS Air Freight

PART NUMBER	QTY	ITEM DESCRIPTION	SALES PRICE	DISC	NET PRICE	EXT PRICE
G4-WH-UC-TTT	1	G2 to G4 Upgrade for Wiring and New Computer for TTT ONLY *SIM20120020	\$12,245.05	5.00%	\$11,632.80	\$11,632.80
G4-CBU-MS-U4	1	G4 CBU Upgrade to 3 Screen with front and rear MS (no computer) *SIM20120020	\$7,118.36	5.00%	\$6,762.44	\$6,762.44
G4-WH-UC-HEX	1	G2 to G4 Upgrade for Wiring and New Computer for HEX ONLY *SIM20120019	\$9,971.68	5.00%	\$9,473.10	\$9,473.10
G4-CBU-MS-U3	1	G4 CBU Upgrade to 3 Screen with front MS (no computer) *SIM20120020	\$4,363.04	5.00%	\$4,144.89	\$4,144.89
G4-EXC-U	1	Excavator Simulator Software Upgrade from HAVOK to UNITY	\$2,999.00	5.00%	\$2,849.05	\$2,849.05
INST-WS3	1	Instructor's Workstation w Laptop and Router	\$2,824.50	5.00%	\$2,683.28	\$2,683.28
G4-LWL-CMM3	1	Large Wheel Loader Simulator System with 3DOF Motion Platform	\$107,510.63	5.00%	\$102,135.10	\$102,135.10
G4-MBL-KIT-M	1	Simulator Mobility Kit- For Motion	\$1,771.50	5.00%	\$1,682.93	\$1,682.93
SPPT36R	2	Technical Support 3 Yr. Subscription Renewal *TTT and HEX	\$2,223.63	0.00%	\$2,223.63	\$4,447.26
SPPT36	1	Technical Support 3 Yr. Subscription (\$797/Yr. Renewal)	\$0.00	0.00%	\$0.00	\$0.00
SSC-12	3	SimScholars(TM) 1 Yr. Curriculum Subscription (\$1998/Yr. Renewal)	\$0.00	0.00%	\$0.00	\$0.00
LBR0014	1	Installation & Training II: Learning to get the Most out of Your Simulator	\$9,001.23	0.00%	\$9,001.23	\$9,001.23

Acceptance of Quote or Sales Order is subject to our standard terms & conditions of sale located: <http://catsimulators.com/customer-service/>

Simformotion : Confidential Yellow

ACCE1114	3	50ft. Network Patch Cable (2158)	\$0.00	0.00%	\$0.00	\$0.00
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Notes:

- Organizations that qualify for Tax Exempt Status must provide Simformotion LLC with appropriate exemption documentation before ordering or all applicable taxes will be applied to the Sales Order.
- On-site installation and training schedule is based on trainer availability and global travel alerts/warnings (where applicable). Discuss any questions about installation and training with your Account Manager.
- These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.
- Simformotion LLC's Terms & Conditions of sale apply.
- Prices listed here are good for 30 days from date.
- International Terms of Sale: CIP (All overseas taxes and import fees are the responsibility of the purchaser.)
- EULA (<https://simformotion.com/end-user-license-agreement/>)

Sub Total	\$154,812.08
Freight	\$32,090.73
Estimated Sales Tax	\$0.00
Due Total	\$186,902.81
Currency	\$
Payment Term	PrePay

CAT® SIMULATORS LARGE WHEEL LOADER



*Note: Image
for size only.*

Full simulator package features hardware base unit, three vertically hung 43" monitors, authentic convertible controls, motion system, software with onscreen tutorial, and training records management tool. Training exercises included:

- **Walkaround.** Learn pre-operation machine inspection procedures.
- **Controls.** Learn and understand operator controls.
- **System Test.** Learn how to test different systems, including the Backup Alarm Test, Service Brake Test, Parking Brake Test, Secondary Steering Test and more.
- **Driving.** Learn to operate the unloaded machine uphill, downhill, long distance and through turns.
- **Loading And Dumping The Bucket.** Learn to load an empty bucket with material and unload into a 777G Off-Highway Truck.
- **Load And Carry.** Learn to load at a stockpile and carry material with the bucket.
- **Dumping Into Crusher.** Learn the proper techniques to load the bucket with material and feed it into the rock crusher.
- **Truck Loading.** Learn proper spotting, loading and V-pattern techniques to load a 777G Off-Highway Truck.
- **Open Training.** Practice and improve skills learned through individualized training in either the quarry pit or at the top of the quarry.

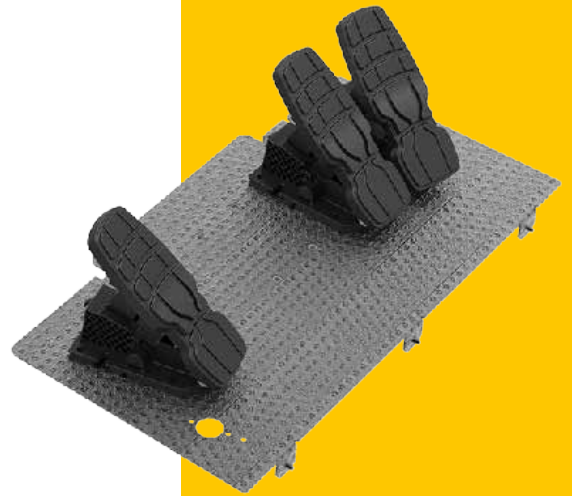
Experience More Features



- **Built with authentic Cat® controls.**
- **Multiple languages.**
- **SimU Campus™ Training Records Management.** Record and report the results of simulation sessions to track user progress.
- **SimScholars™ Curriculum.** Available turnkey, online solution for blended learning program. Lessons, instructor guide, quizzes, tests, videos and more for classroom or remote learning.

Discover the Benefits

- **Built with the expertise of Caterpillar subject-matter experts.**
- **Convertible controls:** Change from one machine model to another on the same frame.
- **Backed by full 24x7 technical support.**
- **Cat Simulators is a Caterpillar-licensed brand.**



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MEMORANDUM

TO: NWABSD Board of Education
Members

DATE: March 23, 2026

NUMBER: 26-107

FR: Office of the Superintendent

SUBJECT: Noatak Bulk Fuel Facility
Agreement

ABSTRACT:

Board approval is required for services that exceed \$50,000.

ISSUE:

At issue is the approval of the agreement with AVEC and the Native Village of Noatak for the Noatak Bulk Fuel tank farm.

BACKGROUND AND/OR PERTINENT INFORMATION:

July 2025, the Denali Commission received a \$100 million Environmental Protection Agency grant authorized under the Clean Air Act to upgrade aging bulk fuel tank farms in 10 rural Alaska communities, and the funding is being managed by the Alaska Native Tribal Health Consortium (ANTHC) and must be spent before July 2028. Noatak was one of the communities selected to receive EPA funding to replace and relocate its community bulk fuel tanks because the tanks are in poor condition and at risk of eroding into the Noatak River, leaving residents without heating fuel and gasoline and the potential for fuel spills. Alaska Village Electric Cooperative, Inc. (AVEC) was selected to receive EPA funding to replace its diesel fuel tank farm and plans to relocate its power plant in Noatak because the facilities' proximity to the Noatak River's eroding bank has high potential for failure resulting in disruption to essential power service and fuel spills; Northwest Arctic Borough School District's (NWABSD) existing bulk fuel storage at the Noatak School is in poor condition and must be replaced, and because the tanks will no longer be able to be filled via pipeline from the existing airport once fuel delivery operations shift to the new airport; AVEC to lead the effort to replace and relocate the Tribe's community tank farm concurrent with the power plant and fuel tanks' relocation; Alaska Department of Transportation and Public Facilities is planning a new airport in Noatak, and the existing airport fuel header and fill pipes will be relocated within the new airport; the most feasible location for a new community tank farm, AVEC power plant and tank farm, and new NWABSD storage tanks is near the new airport header; the Native Village of Noatak, AVEC, and the NWABSD have worked cooperatively to plan new bulk fuel and energy facilities;

ALTERNATIVES:

1. Approve the MOA as provided
2. Do not approve the MOA as provided.
3. Take no final action.

ADMINISTRATION'S RECOMMENDATION:

The administration recommends Board approval of the Noatak Bulk Facility Agreement.

**MEMORANDUM OF AGREEMENT AMONG THE NATIVE VILLAGE OF NOATAK,
ALASKA VILLAGE ELECTRIC COOPERATIVE, INC., AND THE NORTHWEST
ARCTIC BOROUGH SCHOOL DISTRICT REGARDING NEW BULK FUEL AND
ENERGY FACILITIES IN NOATAK, ALASKA**

WHEREAS in July 2025, the Denali Commission received a \$100 million Environmental Protection Agency grant authorized under the Clean Air Act to upgrade aging bulk fuel tank farms in 10 rural Alaska communities, and the funding is being managed by the Alaska Native Tribal Health Consortium (ANTHC) and must be spent before July 2028;

WHEREAS Noatak was one of the communities selected to receive EPA funding to replace and relocate its community bulk fuel tanks because the tanks are in poor condition and at risk of eroding into the Noatak River, leaving residents without heating fuel and gasoline and the potential for fuel spills;

WHEREAS the Alaska Village Electric Cooperative, Inc. (AVEC) was selected to receive EPA funding to replace its diesel fuel tank farm and plans to relocate its power plant in Noatak because the facilities' proximity to the Noatak River's eroding bank has high potential for failure resulting in disruption to essential power service and fuel spills;

WHEREAS the Northwest Arctic Borough School District's (NWABSD) existing bulk fuel storage at the Noatak School is in poor condition and must be replaced, and because the tanks will no longer be able to be filled via pipeline from the existing airport once fuel delivery operations shift to the new airport;

WHEREAS ANTHC designated AVEC to lead the effort to replace and relocate the Tribe's community tank farm concurrent with the power plant and fuel tanks' relocation;

WHEREAS the Alaska Department of Transportation and Public Facilities is planning a new airport in Noatak, and the existing airport fuel header and fill pipes will be relocated within the new airport;

WHEREAS the most feasible location for a new community tank farm, AVEC power plant and tank farm, and new NWABSD storage tanks is near the new airport header;

WHEREAS, the Native Village of Noatak, AVEC, and the NWABSD have worked cooperatively to plan new bulk fuel and energy facilities;

NOW, THEREFORE, the Native Village of Noatak, AVEC, and the NWABSD agree that the new bulk fuel and energy facilities shall be implemented in accordance with the following stipulations.

STIPULATIONS

I. APPLICABILITY

The terms of this Memorandum of Agreement apply only to the new bulk fuel and energy facilities in Noatak.

II. NEW BULK FUEL AND ENERGY FACILITY COMPONENTS

- A. The new co-located joint bulk fuel and energy facility on a single pad adjacent to the planned Noatak Airport within Township 25 North, Range 19 West Section 18 and Section 19 Kateel River Meridian, as illustrated in Appendix A to this MOA. The new facility will include:
 - 1. Two (2) 30,000-gallon fuel tanks owned by the Native Village of Noatak. One tank will hold diesel heating fuel and the other will hold gasoline.
 - 2. An AVEC power plant and bulk fuel tank facility. The tank farm will have five (5) 30,000-gallon diesel tanks.
 - 3. Two (2) 30,000-gallon diesel heating fuel tanks owned by the NWABSD.
 - 4. Separate secondary containment around each entity's bulk fuel facility
 - 5. Separate fencing around each entity's facility.
- B. An access driveway from the new airport access road to the pad, as illustrated in Appendix A Figure 2 to this MOA.
- C. A pipeline corridor with separate pipes for the Native Village of Noatak (separate diesel and gasoline lines), AVEC (diesel line), and the NWABSD (diesel line) running from an airport header to each fuel tank, as illustrated in Appendix A to this MOA.
- D. Fuel filling headers on the edge of the new airport apron property as illustrated in Appendix A Figure 2 to this MOA. The headers will allow filling of all tanks via the pipelines described above.
- E. A new community dispensing facility where community members will purchase heating fuel and gasoline from a 6,000 gallon dual gasoline and diesel tank on an area located along Aaksaik Avenue just west of Kuutchauroq Subdivision within Township 25 North, Range 19 West Section 17 Kateel River Meridian, as illustrated in Appendix A Figure 3 to this MOA.

III. ROLES AND RESPONSIBILITIES

NATIVE VILLAGE OF NOATAK

- A. The Native Village of Noatak will, related to land ownership:
 - 1. Acquire deeds for the following parcels of land from NANA Regional Corporation, the current landowner, for the following facilities:
 - a. Co-located bulk fuel and energy facility within Township 25 North, Range 19 West, Sections 18 and 19 Kateel River Meridian.

- b. New community dispensing facility within Township 25 North, Range 19 West, Section 17 Kateel River Meridian.
2. Issue a temporary construction authorization to AVEC or their agents, contractors, and assignees to access the planned co-located bulk fuel and energy facility property to allow for construction of the facility's pad.
3. Sublease a portion of co-located bulk fuel and energy facility pad to AVEC for the power plant and associated tank farm for 50 years at a cost of \$1.00 dollar. The lease will have an option to renew for another 50 years or automatically renew.
4. Sublease a portion of co-located bulk fuel and energy facility pad to the NWABSD for their tank farm for 50 years at a cost of \$1.00 dollar.
5. Acquire and hold a lease from the DOT&PF within Township 25 North, Range 19 West, Kateel River Meridian for the driveway from the future airport access road to the new co-located bulk fuel and energy facility.
6. Acquire and hold a lease from DOT&PF for future airport apron header and all diesel and gasoline pipes between the header and bulk fuel storage tanks. Pay the annual lease fee to DOT&PF for the header and pipes, if required.
7. Sublease a portion of DOT&PF lease for the future airport apron header and diesel fill pipe to AVEC for AVEC's portion of the header and AVEC's pipes. If required, charge AVEC an annual fee of one third of the cost of DOT&PF lease's total annual fee.
8. Sublease a portion of DOT&PF lease for the future airport apron header and AVEC's diesel fill pipe to the NWABSD. If required, charge NWABSD an annual fee of one third of the cost of DOT&PF lease's total annual fee.
9. Secure a boundary crossing authorization from DOT&PF for Native Village of Noatak representatives to be able to drive vehicles and otherwise access the new co-located bulk fuel and energy facility.

B. The Native Village of Noatak will, related to facility operation and maintenance:

1. Plow snow and otherwise maintain driveway and pad access to the new co-located bulk fuel and energy facility pad outside AVEC and the NWABSD's fenced areas.
2. Operate and maintain the Native Village of Noatak's tanks and pad portion of the new co-located bulk and energy fuel facility inside their fencing.
3. Operate and maintain the Native Village of Noatak's portion of the fuel header and heating fuel and gasoline pipes.
4. Transport fuel between their tanks at the new co-located bulk fuel and energy facility to the community dispensing tanks with a vehicle purchased with EPA grant funds.

5. Together with ANICA, operate, maintain, and manage sales of fuel to the community from the community bulk fuel dispenser.

ALASKA VILLAGE ELECTRIC COOPERATIVE, INC.

A. AVEC will, related to planning and development of the new bulk fuel and energy facilities:

1. Administer grant funds to replace and relocate the Native Village of Noatak's community tank farm, AVEC's power plant and tank farm, and NWABSD's tank farm, the airport apron header, pipeline pipes, and the community dispenser area.
2. Lead the design, procurement, and construction of the Native Village of Noatak's community tank farm, AVEC's power plant and tank farm, and NWABSD's tank farm, the airport apron header, pipeline pipes, and the community dispenser area.
3. Enter into an agreement with the Alaska Department of Transportation and Public Facilities for construction of the pad.
4. Lead the effort to clean and safely dispose of all retired bulk fuel tanks at an approved location within Noatak or outside the community.
5. With EPA funding, procure a vehicle for the Native Village of Noatak to transport fuel between the bulk fuel tank farm and the community dispenser.
6. Assist the Native Village of Noatak with:
 - a. Acquiring deeds from NANA Regional Corporation for the new co-located bulk fuel and energy facility and new community dispensing facility.
 - b. Drafting and issuing a temporary construction authorization to AVEC for their agents, contractors, and assignees to access the planned co-located bulk fuel and energy facility property to allow for construction of the facility's pad.
 - c. Acquiring a DOT&PF lease for the driveway between the new airport access road and the co-located bulk fuel and energy facility.
 - d. Acquiring a DOT&PF lease for the fuel pipelines and headers on and across airport property to the adjacent energy facility.

B. AVEC will, related to land ownership:

1. Acquire and hold a lease from the Native Village of Noatak for a power plant and associated tank farm.

2. Acquire and hold a lease from and pay a mutually negotiated annual fee, if required, to the Native Village of Noatak for AVEC's portion of the future airport apron header and diesel pipe between the header and AVEC tanks.
3. Secure a boundary crossing authorization from DOT&PF for AVEC representatives to be able to drive vehicles and otherwise access the new co-located bulk fuel and energy facility.

C. AVEC will, related to facility operation and maintenance:

1. Operate and maintain AVEC's power plant, tanks, and pad portion of the new co-located bulk fuel and energy facility within their leased lot.
2. Operate and maintain AVEC's portion of the fuel header and diesel fuel pipe.

NORTHWEST ARCTIC BOROUGH SCHOOL DISTRICT

A. The NWABSD will, related to land ownership:

1. Acquire and hold a lease from the Native Village of Noatak for the NWABSD's two diesel fuel tanks at the co-located bulk fuel and energy facility.
2. Acquire and hold a lease from and pay mutually negotiated annual fee, if required, to the Native Village of Noatak for NWABSD's portion of the future airport apron header and diesel pipe between the header and NWABSD's tanks.
3. Secure a boundary crossing authorization, as possible, from DOT&PF for NWABSD representatives to be able to drive vehicles and otherwise access the new co-located bulk fuel and energy facility.

B. The NWABSD will, related to facility operation and maintenance:

1. Operate and maintain the NWABSD's tanks and pad portion of the new co-located bulk fuel and energy facility inside their leased lot.
2. Operate and maintain the NWABSD's portion of the fuel header and diesel fuel pipe.
3. Transport fuel between their tanks at the new co-located bulk fuel and energy facility to the intermediate fuel tank at Noatak School.

IV. AGREEMENT AND ADMINISTRATION

A. **MODIFICATION OF AGREEMENT:** This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy is signed by all signatories.

B. **TERMINATION OF AGREEMENT:** This MOA may be closed once construction of the facilities is complete and leases have been obtained. Further, this MOA may be terminated at any time upon the mutual written consent of the Signatories. In the

event of unilateral termination, the Signatories agree to initiate consultation between the parties and a mediator, if needed, to determine the need for and establish a successor MOA.

- C. TRANSFERABILITY: This MOA is not transferable except with the written consent of the Signatories.
- D. ENTIRE AGREEMENT: It is expressly understood and agreed that this MOA embodies the entire agreement among the Signatories regarding the MOA's subject matter.
- E. EFFECTIVE DATE: This MOA takes effect beginning on the day after the last Signatory signs.
- F. EXPIRATION DATE: This MOA will expire if its terms are not carried out within ten years from the date of its execution. Prior to such time, Signatories may consult to reconsider the terms of the MOA and amend or terminate it in accordance with Stipulations IV.A and IV.B above.

EXECUTION IN COUNTERPARTS

This MOA may be executed in counterparts, with a separate page for each Signatory and Invited Signatories.

**MEMORANDUM OF AGREEMENT AMONG THE NATIVE VILLAGE OF NOATAK,
ALASKA VILLAGE ELECTRIC COOPERATIVE, INC, AND THE NORTHWEST
ARCTIC BOROUGH SCHOOL DISTRICT REGARDING NEW BULK FUEL AND
ENERGY FACILITIES IN NOATAK, ALASKA**

SIGNATORY:

_____ Jennifer Sage President Native Village of Noatak	_____ Date
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**MEMORANDUM OF AGREEMENT AMONG THE NATIVE VILLAGE OF NOATAK,
ALASKA VILLAGE ELECTRIC COOPERATIVE, INC, AND THE NORTHWEST
ARCTIC BOROUGH SCHOOL DISTRICT REGARDING NEW BULK FUEL AND
ENERGY FACILITIES IN NOATAK, ALASKA**

SIGNATORY:

William R. Stamm	Date
President and CEO	
Alaska Village Electric Cooperative, Inc.	

SIGNATORY:

Noatak New Bulk Fuel and Energy Facilities

APPENDIX A

NOATAK BFU FIGURE 1 – NOTES:

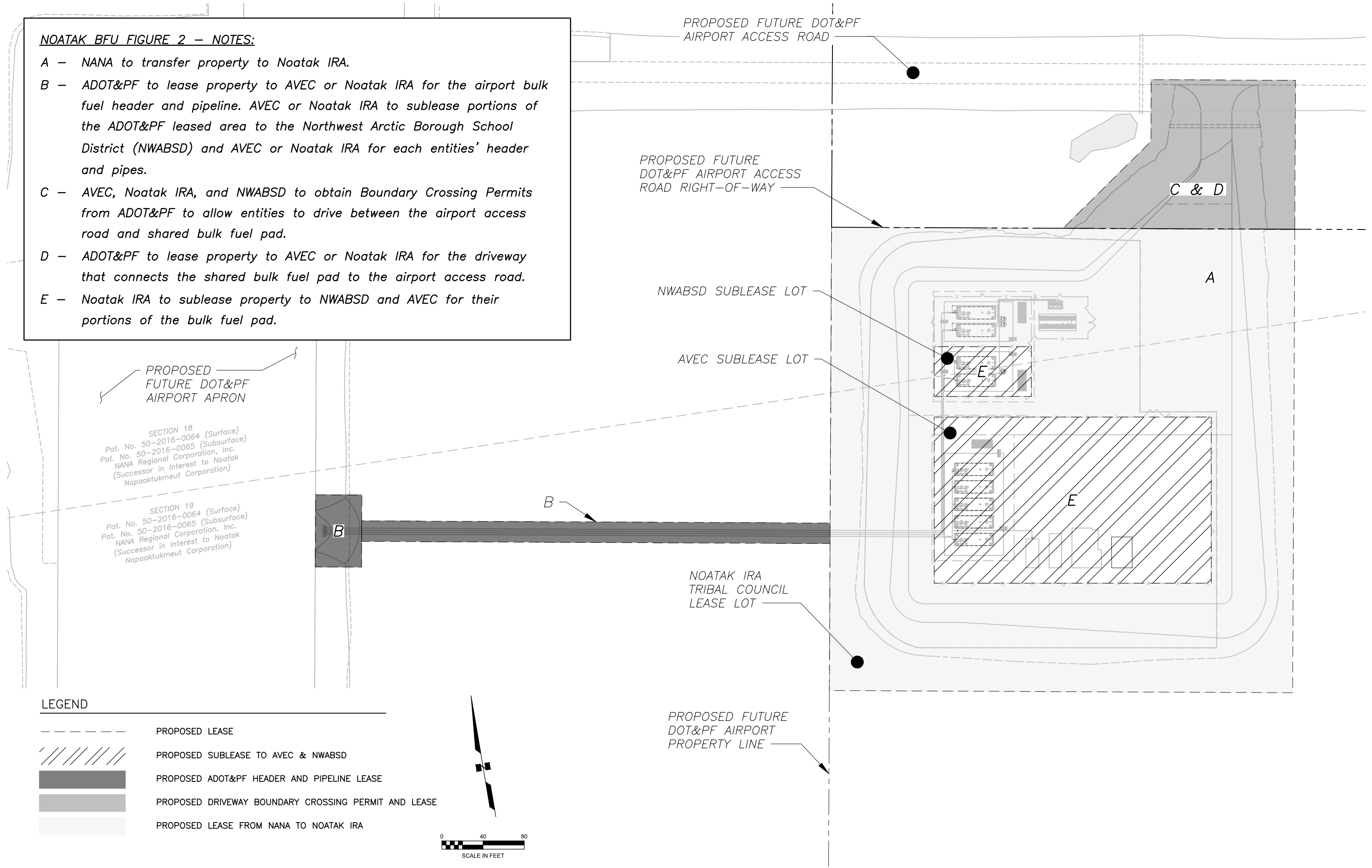
A – Establish documents to transfer property for the New Airport Bulk Fuel Facility.

B – Establish documents to transfer property for the New Dispensing Facility.



NOATAK BFU FIGURE 2 – NOTES:

- A – NANA to transfer property to Noatak IRA.
- B – ADOT&PF to lease property to AVEC or Noatak IRA for the airport bulk fuel header and pipeline. AVEC or Noatak IRA to sublease portions of the ADOT&PF leased area to the Northwest Arctic Borough School District (NWABSD) and AVEC or Noatak IRA for each entities' header and pipes.
- C – AVEC, Noatak IRA, and NWABSD to obtain Boundary Crossing Permits from ADOT&PF to allow entities to drive between the airport access road and shared bulk fuel pad.
- D – ADOT&PF to lease property to AVEC or Noatak IRA for the driveway that connects the shared bulk fuel pad to the airport access road.
- E – Noatak IRA to sublease property to NWABSD and AVEC for their portions of the bulk fuel pad.



NOATAK BFU FIGURE 3 – NOTES:

A – Establish documents to transfer property from NANA to Noatak IRA.

SECTION 17
Pat. No. 50-2016-0064 (Surface)
Pat. No. 50-2016-0065 (Subsurface)
NANA Regional Corporation, Inc.
(Successor in Interest to Noatak
Napaaktukmeut Corporation)

