



Community Environmental Monitoring Program Agreement

by and between

Superior Watershed Partnership & Eagle Mine LLC

Funded through the

Community Foundation of Marquette County



Eagle Mine



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LIST OF ABBREVIATIONS

Eagle Mine or Eagle	Eagle Mine, a Lundin owned company
SWP	Superior Watershed Partnership
CEMP, or "the monitoring program"	Community Environmental Monitoring Program
Foundation	Community Foundation of Marquette County
CEMPA "this agreement"	Community Environmental Monitoring Program Agreement
CEMPFA or "the Funding Agreement"	Community Environmental Monitoring Program Funding Agreement
USEPA or EPA	United States Environmental Protection Agency

1. INTRODUCTION

- (a) Purpose of this agreement: This agreement states how Superior Watershed Partnership (SWP) and Eagle Mine (Eagle), working with the Community Foundation of Marquette County (Foundation), will set up independent community monitoring of the environment surrounding Eagle Mine's operations.
- (b) Eagle Mine, a Lundin-owned company, has built facilities to mine nickel and copper from a deposit in Marquette County in Michigan's Upper Peninsula. More information about Eagle Mine can be found at <http://eaglemine.com/>
- (c) Superior Watershed Partnership (SWP) is a non-profit organization dedicated to monitoring and protecting the waters of Michigan's Upper Peninsula. SWP has experience and expertise gained through years of environmental monitoring in the area of Eagle Mine. More information about SWP can be found at: <http://www.superiorwatersheds.org/>.
- (d) The Community Foundation of Marquette County (Foundation) is a charitable organization that exists to strengthen and enrich the lives of the residents of Marquette County by securing gifts and growing endowment funds for the long-term benefit of our Communities. The Foundation strives to provide leadership by working with State, local and federal agencies and private Foundations to attract funds, convene and encourage collaboration to address local issues and opportunities.
- (e) The Community Environmental Monitoring Program (CEMP): Under this agreement, a program of environmental monitoring is established, funded by Eagle Mine, which is independent of the company. This Community Environmental Monitoring Program is controlled and run by community organizations that are committed to the environment of the region. The workings of the program and the information it generates are open to public view. Eagle believes that this is the best way to build public confidence and trust in its operations.
- (f) Community organizations and agreements: The SWP will set up and run the Community Environmental Monitoring Program. The Foundation will manage funding for the monitoring program as described in the Community Environmental Monitoring Program Fund Agreement (CEMPFA), between Eagle Mine and the Foundation (Attachment A).
- (g) This agreement and the Funding Agreement control the relationship between the parties involved in the monitoring program.
- (h) Conflict between the agreements: Because there are two agreements, it is possible that a rule in one agreement conflicts with a rule in the other agreement. If this happens, the rule in the CEMPFA is the one that should be followed. There is one exception to this principle - section 11 in this agreement - which talks about how Eagle or SWP can end the CEMPA earlier than planned. If something in either agreement conflicts with Section 11, Section 11 applies.
- (i) Explanations and extra information: At some places in this agreement there are explanations and diagrams in grey boxes. These explanations and diagrams are not part of the legal agreement.

Plain English: SWP and Eagle Mine have written this agreement in non-legal, everyday language. Our aim is to make this agreement more readable and accessible to the community. Throughout the agreement, boxes like this one are used to add explanations and diagrams. They are not part of the agreement text.

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2. THE COMMUNITY ENVIRONMENTAL MONITORING PROGRAM (CEMP)

(a) Aims of the CEMP: The CEMP aims to build a comprehensive and accurate picture of Eagle Mine's environmental impacts. The CEMP will be open and independent and based on the highest scientific standards. For example, the CEMP will only use State or USEPA approved laboratories. The community will be able to see how the monitoring is funded, the agreements that set it up (including this one) and the information collected.

(b) Scope of monitoring: Monitoring may cover Eagle's mining operations, Eagle's ore processing at the Humboldt Mill and potential environmental impacts along the ore transport route.

(c) Structure of the CEMP: The CEMP will have three parts:

1. Verification monitoring: SWP does verification monitoring to check on the environmental monitoring done by Eagle Mine.
2. Additional monitoring: This is monitoring done by SWP over and above the monitoring that Eagle Mine does under its permits. SWP will undertake additional monitoring if it believes it is needed to build a complete picture of Eagle Mine's environmental impacts. Additional monitoring may include the air quality monitoring program in Powell Township and monitoring potential environmental impacts along the ore transport route.
3. Community outreach: Community outreach aims to make sure that the results of the monitoring program are available and understood by the community. Community outreach will include, at least, community consultation, presentations and on-line information.

(d) Management of the CEMP: SWP independently sets up and runs the CEMP, following the rules in this agreement as well as those in the Funding Agreement.

(e) Funds to pay for the CEMP: Eagle will pay for the CEMP by putting money into a fund with the Foundation. The Foundation will oversee these funds. The Foundation will distribute funds to SWP as long as SWP is running the CEMP according to the rules in this agreement and the Funding Agreement.

Environmental monitoring: Monitoring the environment that could be affected by a mine is a complex business.

There are many *aspects* of the environment that could be selected for monitoring – the quality of water and air; levels of dust and other pollution; the health of animals and plants, their number and location and many, many more.

Understanding how a mine affects the environment also depends on a good understanding of the environment before the mine starts – a *baseline* of quality scientific data.

For example, an understanding of water quality should be based on many water samples from many locations over a long period of time before the mine gets underway. Once mining starts, many more samples and tests must be taken to check for changes from the baseline that might be caused by the mine.

The way that sampling and testing is done – a *methodology or standard* - must ensure that results can be easily compared with results from earlier samples and tests. Data must then be assessed and interpreted by experts who have good understanding of the natural processes and systems at work.

- (f) Community consultations on the CEMP: SWP will ask the community for suggestions about the work of the CEMP. This will be done as part of the community outreach program. It is up to SWP to decide if it adopts these suggestions, but it must respond in writing to each one detailing the technical or scientific reasons for its decision. These responses will be open and available to the community.
- (g) Changing and improving the CEMP: The CEMP will change and adapt as Eagle’s operations change over the life of the mine. Eagle Mine or SWP can meet at any time to discuss how to improve the CEMP. Eagle Mine and SWP commit to discussing CEMP issues honestly and openly.

3. INDEPENDENCE OF SWP

- (a) SWP will be independent in the way it runs the CEMP, although it must do so within the rules of the agreements and agreed monitoring standards. These agreed standards are based on best practice science. The standards (listed in Attachment B of this agreement) identify the baseline data and the methods employed in monitoring an aspect of the environment. Within this framework SWP will have the final say on all things including:

1. Where monitoring data will be collected
2. Which subcontractors will do parts of the monitoring work
3. Which labs (meeting State of Michigan or EPA standards) will do scientific testing
4. How the quality of results is checked
5. Getting advice from scientists and experts on how to set up the monitoring
6. How to check results from Eagle Mine
7. How to approach additional monitoring
8. How to monitor water and environmental impacts along the transport route
9. How to monitor impacts on plants and animals
10. How to monitor air quality in Powell Township and figure out if changes in air quality are connected with Eagle Mine
11. The baseline data to be relied upon, taking into account the baseline data that Eagle has developed for its permits.

Baseline data: Baseline data gives a picture of the environment *before* a development goes ahead. Once a development is underway it allows monitors to compare new results to the baseline and see if there is change in the environment.

- (b) CEMP Work Plan: SWP will write a Work Plan saying how it will conduct the monitoring. The Work Plan describes the activities that SWP plans to undertake and includes a timeline showing when those activities will be done. The Work Plan also includes a budget saying how much each part of the CEMP costs. This Work Plan is updated yearly or more often if needed, and is made available to the community when complete.
- (c) CEMP Work Plan and mine phases: The Work Plan may change as Eagle Mine goes through phases of its mine life such as construction, operations, closure and remediation.
- (d) Additional monitoring: SWP may decide on its own to do additional monitoring, or additional monitoring can be requested by a community member.
- (e) Additional monitoring plan: If SWP decides that additional monitoring is needed to properly understand how the Eagle Mine is affecting the environment, it must develop a plan saying how it will do this monitoring.

- (f) Additional monitoring standards: Any additional monitoring must follow this agreement. SWP will seek help if needed to develop its additional monitoring plan from scientific experts, including Eagle's experts. The plan must describe the baseline data and the standards that will be used in the additional monitoring. Where relevant EPA or State standards exist, those standards will be used. Where there are no relevant EPA or State monitoring standards, SWP will develop a standard based on current scientific literature and advice.
- (g) Consultations on additional monitoring: SWP must give its additional monitoring plan, including budget, to Eagle Mine for comment.
 - 1. Eagle Mine must provide comments within 28 days.
 - 2. If SWP agrees with the comments, it can revise the plan accordingly and get on with putting the revised plan into action.
 - 3. However, if SWP does not agree with Eagle's comments, then it must give its reasons to Eagle in writing.
 - 4. If Eagle Mine objects to the additional monitoring after receiving SWP's reasons, the issue will be resolved by working through the dispute resolution process (covered in Section 6).
 - 5. While the dispute process is continuing, the disputed additional monitoring plan cannot be initiated until the dispute resolution process is completed and final decision is communicated.
- (h) Use of contractors: All monitoring work must be done by SWP, although SWP can use contractors as long as they follow the rules in the agreements.

4. FUNDING OF THE CEMP

- (a) CEMP Budget: Eagle will provide funds for the CEMP budget as long as this agreement is in place. The CEMP budget provides for mutually agreed upon monitoring based on good science and methods to meet the purpose of this agreement. The budget will be part of the annual CEMP Work Plan.
- (b) Eagle payments: Eagle Mine will fund the CEMP up to \$300,000 per year. This money will be paid into an account held by the Foundation. The Foundation will receive annually 5% or \$15,000 whichever is greater of these funds as an administration fee. Any funding not used in a given year will be accumulated in a reserve fund for emergency or unanticipated monitoring needs in future years. Once the reserve hits \$100,000, any unspent funds left at the end of the year will reduce Eagle's payments in the coming year.
- (c) Foundation Invoices Eagle Mine: The Foundation will invoice Eagle for CEMP funds according to the process described below:
 - 1. SWP will submit a draft CEMP Work Plan and budget for the coming year to Eagle Mine by November 15. Eagle will provide comments to SWP on the draft Work Plan by November 30. SWP and Eagle will resolve any issues in the draft Work Plan and budget prior to the December Foundation meeting.
 - 2. Once the annual Work Plan and associated budget is agreed between SWP and Eagle and posted on the web sites, the parties will jointly present the state of the Community Environmental Monitoring Program to the Foundation Executive Committee. The presentation will include a

summary of the past years' work, including any problems or issues that arose, how any problems or issues were resolved, and any changes proposed to the program for the coming year.

3. The Foundation will then prepare an invoice to Eagle for half the annual cost of the CEMP - January to June. This invoice will be for half the annual budget less any deductions that may be needed because the reserve has hit \$100,000. The Foundation will send this invoice in December and Eagle will pay this invoice by the end of January the following year. The Foundation will send an annual report and summary of the fund balance in the first quarter of the year.
 4. The Foundation will send a second invoice to Eagle Mine in May for the second half of the annual cost of the CEMP – July to December. The amount of this invoice will be the same as the first invoice.
- (d) SWP invoices the Foundation: SWP will regularly invoice Foundation for CEMP costs according to the process described below:
1. Each SWP invoice will be sent to Foundation and shall include sufficient detail to demonstrate that the work being invoiced is part of the Work Plan, is within the annual budget and meets with the rules and standards set out in this agreement.
 2. Copies of invoices will be shared with Eagle at the same time that they are provided to the Foundation. Eagle may object to the invoice or specific items in the invoice. If Eagle objects it must let the Foundation and SWP know of its objection within 14 days of receiving the invoice.
 3. If Eagle objects, and the dispute cannot be resolved internally, then the dispute resolution mechanism is triggered (see section 6).
 4. If Eagle objects to part of SWP's invoice, the Foundation will not pay that part of the invoice unless the objection is resolved in SWP's favor. The Foundation can pay the undisputed part of the invoice.
 5. If the invoice is approved, the Foundation will authorize payment out of the CEMP Fund.
- (e) SWP reports to the Foundation and Eagle Mine the following: Community feedback and outreach; number of community consultations, the number of public inquiries, how SWP responded to public inquires and questions and the date and how the communication was closed out. SWP will also report on CEMP website analytics; how many unique visitors and did SWP change communication or consultation strategy based on analytical trends or community feedback. This data will be reported quarterly during the policy committee review and made publicly available.

5. DONATIONS TO THE CEMP FUND

- (a) Contributions by others: Any person or organization can contribute funds towards the CEMP. These contributions will also be paid into the Foundation fund. Any additional monitoring paid for with this money must also follow the rules outlined in these agreements.
- (b) Use of contributions: These extra funds can be used to continue monitoring that is about to end because of other priorities in the Work Plan. These funds may also be used for additional monitoring. Additional monitoring paid for in this way can start as soon as the monitoring standards are established and included in the Work Plan. Any additional monitoring paid for by another person or organization must still be done by SWP or its approved subcontractors.

6. RESOLVING DISAGREEMENTS

- (a) Selection of a Dispute Resolution Committee. If the parties themselves cannot resolve a dispute, either party may refer the dispute to a CEMP Dispute Resolution Committee (DRC). The Foundation CEO/President will serve as the non-voting chairperson of the CEMP DRC. If the Foundation CEO/President is unable to serve as the DRC chairperson, the Foundation Board President will serve as the DRC chairperson. Within two weeks of receiving notice of the dispute from one of the parties, the DRC chairperson will select an additional three to five members of the DRC from candidate lists submitted by the parties. The candidate list shall be submitted annually to the Foundation by Eagle and SWP by December 1st. The voting members of the DRC may include members of the Foundation Board and should include members with diverse interests and expertise such as tribal, environmental, industry, mining and local government.
- (b) Proceedings of the DRC Committee. The DRC chairperson will convene a meeting to the DRC as soon as feasible after appointment of the DRC members. The Parties will submit their written position statements on the dispute to the DRC at least one week before the DRC meeting, and may request that they be allowed to make in-person presentations of no more than 30 minutes to the DRC. The DRC will render its decision within 2 weeks of convening and the DRC chairperson will notify the parties. The DRC' decision will be posted on the CEMP website and available to the public.
- (c) Agreement of Parties to Abide by DRC Decision. The Parties agree to abide by the decision of the CEMP DRC and that they will not publically criticize the role of the Foundation in selecting the DRC committee members or the ultimate outcome of the DRC's decision, although either party may publically disagree with the decision and state the reasons for its disagreement.
- (d) Types of disputes: There are two kinds of disputes that might happen over the life of the agreements: technical or scientific disputes; and disputes about the interpretation of the agreements. Technical or scientific disputes will be resolved by the peer review process. This includes disputes about the standards that ensure the quality of monitoring; how results are interpreted; the need for additional monitoring; and the CEMP Work Plan. The peer review process is described below.
- (e) Starting the peer review process: Eagle Mine or SWP can start the peer review process if there is a disagreement on technical or scientific matters.
- (f) The peer reviewer: The peer review process depends on a "peer reviewer". A peer reviewer must be an expert in the area of the disagreement. The peer reviewer will consider the views of Eagle Mine and SWP and make findings about the issue.
- (g) Selecting a peer reviewer: Eagle Mine and SWP will meet to select a peer reviewer. If Eagle and SWP cannot agree on which peer reviewer to use, they can each put forward a candidate to the CEMP DRC. The CEMP DRC will decide which peer reviewer to use.
- (h) The CEMP DRC will decide, how much money to spend and how much time the dispute process will take. Money to pay for the peer reviewer and other expenses will come from the CEMP Fund. Eagle and SWP will provide the peer reviewer with position statements and supporting documentation or data, with copies also provided to the CEMP DRC.

- (i) Ending the dispute: Eagle Mine and SWP will each be given the peer reviewer’s findings. Both agree to abide by these findings.
- (j) Making the findings public: After notifying the CEMP DRC, SWP will publicize the findings within one week of their completion. If Eagle Mine does not agree with the findings, after consultations with SWP, it can make its opinion of the findings public. If SWP does not agree with the findings, after consultations with Eagle, it can also make its opinion public by posting on the CEMP web site.
- (k) Disputes about the interpretation of the agreements: Disputes about the interpretation of this agreement or the CEMPFA will be submitted to the CEMP DRC for a decision. The CEMP DRC may ask outside experts to help resolve the dispute.

7. DATA SHARING

- (a) Data sharing: Eagle Mine will share all the data from its environmental programs with SWP. SWP will make this data public according to the rules in Section 9 below.
- (b) Serious risks: Eagle Mine and SWP will tell each other, by phone or email, of any data that suggests a danger to community health or the environment, as soon as they become aware of the risk. If this communication is by phone, it will be followed up with a confirming email. SWP will release this information to the community as soon as possible.
- (c) Breaches of permits: Any data that shows that Eagle Mine has breached its regulations or permit conditions will be shared verbally within 24 hours of discovery. The data will be shared in writing within 14 working days and will be made public at that time.
- (d) Other data: All other data will be shared in writing within 14 working days upon receipt.

8. MAKING DATA AND OTHER INFORMATION PUBLIC

- (a) Ownership and sharing of data: SWP will own any of the data it collects and will provide the data to the community in a way that is easily understood by the widest possible audience. Data interpretation and communication will follow good risk communication practice and standards outlined in the CEMP Notification Plan (Attachment C). Data will be made available on the Internet within 45 days of receipt unless the data is being disputed.

- (b) Raw data: SWP can give raw data in tables along with explanations and notes to anyone who asks for it. The quality of this data must be assured as to its reliability by SWP and Eagle Mine before it is released and it cannot be released before it is made available on the Internet.

Raw data: Raw data is the data that comes direct from testing or monitoring devices. For example, a table of minute-by-minute wind speed data from a weather station is raw data – it is not summarized or interpreted.

- (c) Eagle Mine review: SWP will give Eagle Mine the opportunity to review information that it plans to put on the Internet. Eagle can make suggestions on how to present the information to make sure it is clear and properly understood. Eagle Mine will finish its review in time to allow SWP to release information according to the schedule described below.

- (d) Serious risks: Data that indicates a danger to community health or the environment will be released pursuant to the CEMP Notification Plan). Prior to any public release of data, SWP must ensure that risk communication standards outlined in section 8(a) are followed.
- (e) Breaches of Permits: Data that shows Eagle Mine is breaching its regulations or permit conditions must be published on the Internet no later than 14 days after Eagle Mine is told. This data must also be presented in a way that most people understand and be published along with notes explaining how the breach will affect the environment following standards in Section 8(a). SWP must also publish Eagle's explanation of how it thinks the breach will affect the environment. Both Eagle Mine and SWP can make suggestions about how to address the breach when the data is made public. Communicating breaches of permit is also referenced in the CEMP Notification Plan.
- (f) Other data: Data that shows that Eagle Mine is working according to its regulations or permit conditions can be released as soon as it is presented in a way that most people can understand and that follows standards in 8(a). This data must be released within 14 days of becoming available.
- (g) Agreements and CEMP information: This agreement, the CEMPFA and their amendments set up the CEMP. These agreements will be made public. Final CEMP Work Plans and budgets will also be made public. SWP can ask for advice from anyone else about the CEMP and give them CEMP documents as long as it provides copies of these documents to Eagle Mine at the same time. These documents might include the CEMP Work Plan and budget.

9. COMMUNITY OUTREACH

SWP will develop a community outreach plan as part of the CEMP Work Plan. The community outreach plan will be updated each year, reported out during quarterly policy review meetings along with the update of the Work Plan. Outreach will follow standards written throughout the agreement and outlined in the CEMP Notification Plan (Attachment C).

10. TERM

- (a) Term: This agreement starts on the day that it is signed and ends on December 31st, 2018. This agreement may end sooner if it is terminated (see section 11 below).
- (b) Renewing the agreements: The CEMP agreements are intended to cover the life of Eagle mine, from construction to mining as well as closure and rehabilitation. Eagle Mine and SWP may agree to renew this agreement for additional three year periods to cover the life of the mine.

11. TERMINATION

- (a) Termination: Eagle Mine or SWP can terminate their involvement by giving 60 days' notice. Each party must outline their reasons for wanting to terminate as well as how the situation might be fixed. A termination notice cannot trigger the disputes processes described in section 6.
- (b) Avoiding termination: If either Eagle Mine or SWP give a termination notice, both parties will try to fix the issues of concern before the end of the notice period to allow the CEMP to continue.
- (c) Costs of termination: If Eagle Mine or SWP terminate this agreement SWP must be reimbursed for

any costs accrued prior to the CEMP termination. The amount of reimbursement will be approved by the Foundation but it cannot be more than Eagle Mine's last half-year payment. Reimbursements will only be made on costs that SWP can demonstrate.

- (d) Termination and equipment: SWP will retain ownership of any equipment it purchased to run the CEMP if the value of that equipment is less than \$10,000. If the value of the equipment is more than \$10,000 Eagle Mine and SWP will agree on how to dispose of that equipment.
- (e) Remaining Funds: Any Eagle funding left in the CEMP fund or reserve fund when this agreement ends will be kept in Foundation non-endowment fund. Any remaining money will be used for community environmental monitoring of Eagle Mine. A further agreement between Eagle and Foundation will outline how this monitoring will be done.

12. HEALTH AND SAFETY

- (a) Health and safety standards: Eagle Mine has given SWP a copy of its health and safety standards which are included in this agreement at Attachment D. SWP has reviewed the standards and agrees that all its staff, trainees and contractors will abide by the standards as they go about their monitoring activities.
- (b) Access to Eagle Mine operations: All SWP personnel who wish to enter Eagle Mine operations must be at least 18 years old and follow all of Eagle's health and safety rules.

13. INSURANCE

- (a) Policies: For the term of this agreement, SWP will maintain at least the following insurance:
 - 1. A General Liability policy to the value of \$1,000,000 per occurrence and \$2,000,000 in total; and
 - 2. A Hired and Non-owned Automobile liability to the value of \$1,000,000 per claim occurrence; and
 - 3. Workers' compensation at a level required by the State of Michigan.
- (b) Additional Insured: SWP has added Eagle Mine LLC to its General Liability policy as an additional insured to cover Eagle for any work SWP does connected with the CEMP.
- (c) Contractors: Contractors working for SWP will meet the same insurance requirements as Eagle's contractors who work on its mine site. Eagle will tell SWP what these requirements are.

14. INDEMNITIES

- (a) Eagle shall indemnify, protect, defend and hold SWP and the Foundation harmless from and against all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation reasonable attorneys' fees and expenses) of any kind or nature.

Legal language: Note that this clause has not been written in plain English. Legal language has been kept to ensure that the strict legal Meaning of Indemnity is preserved.

(b) SWP shall indemnify, protect, defend and hold Eagle and the Foundation harmless from and against all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation reasonable attorneys' fees and expenses) of any kind or nature whatsoever, suffered or incurred by Eagle, which result from or arise out of any claim for personal injury (including death) suffered by any person (including employees of Eagle) and loss of or damage to property (including loss of use of thereof), in either case proximately caused by or arising out of SWP's actions on this project up to the extent of coverage of SWP's liability insurance, and no further. Notwithstanding the same, SWP shall not be required to indemnify Eagle from and against claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties to the extent the same are proximately caused by or arise out of the intentional, reckless, or negligent acts or omissions of Eagle (including without limitation willful misconduct), or its contractors, agents, representatives, affiliates, or other person under its control.

15. GOVERNING LAW

This agreement operates under the laws of the State of Michigan and Michigan law will govern its interpretation.

16. RELATIONSHIP OF EAGLE MINE AND SWP

Making this agreement does not mean that Eagle Mine and SWP have formed any kind of commercial relationship including joint ventures or business partnerships.

17. AMENDMENT

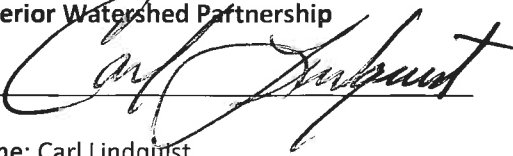
No alterations to this agreement can be made without the written consent and signature of both Eagle Mine and SWP.

18. CONTACT BETWEEN SWP AND EAGLE

Communications between SWP and Eagle Mine are outlined in the CEMP Notification Plan (Attachment C).

Executed by the Parties on this the 1 day of July, 2016:

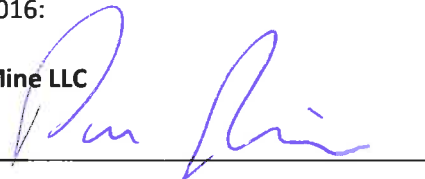
Superior Watershed Partnership

By: 

Name: Carl Lindquist

Title: Executive Director

Eagle Mine LLC

By: 

Name: Peter Richardson

Title: General Manager Eagle Mine

ATTACHMENT A

Community Environmental Monitoring Program Fund Agreement

between

**The Community Foundation
of Marquette County**

and

Eagle Mine LLC



Eagle Mine

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THIS FUND AGREEMENT ("Agreement") made and entered into on 1 day of July, 2016, by and between the Community Foundation of Marquette County ("Foundation") and Eagle Mine LLC ("Donor" or "Eagle"). The Donor hereby creates a special project fund with the Foundation through this Agreement to support the Eagle Mine Community Environmental Monitoring Program.

The Foundation is a nonprofit Michigan corporation exempt from taxation under Internal Revenue Code ("Code") section 501(c) (3), a public charity described in section 170(b)(1)(A)(iv) of the Code, and accordingly is an appropriate institution within which to establish such a charitable fund.

The Foundation hereby creates a special project fund subject to the terms and conditions of this Agreement; and

The parties agree as follows:

1. NAME OF THE FUND

There is hereby established, in the Foundation, the Eagle Mine Community Environmental Monitoring Program Fund which will be so identified by the Foundation in all relevant literature, reports, promotional material and other public documents.

2. PURPOSE

Eagle seeks to build public confidence in the environmental management of the operations by establishing independent community monitoring of its environmental performance. Superior Watershed Partnership ("SWP") is a non-profit organization that is committed to monitoring and protecting the waters of the Upper Peninsula and has the experience and expertise to implement the Community Environmental Monitoring Program. SWP's implementation of the Community Environmental Monitoring Program will be conducted independently of any influence by any other party. "Community monitoring" means science based monitoring where professional staff, trained and qualified in the relevant discipline, conduct the monitoring. The Community Environmental Monitoring Program will reflect the following principles:

- a. Science based and standards based monitoring
- b. Independence
- c. Credible and comprehensive
- d. Scaled to the size and scope of the Eagle operations
- e. Transparent to the public

3. GIFTS

The Eagle Mine Community Environmental Monitoring Program Fund ("Fund") includes monies donated to the Foundation by the Donor or any other person or entity when directed to be included in the special project fund and accepted by the Foundation. All gifts to the Fund shall become irrevocable once accepted by the Foundation. It is anticipated that gifts to this Fund will be intended to be available for activities described in the CEMP Agreement. It is understood that this is not a permanently endowed fund.

4. OPERATION

Eagle will pay for the independent community environmental monitoring by giving funds to the Foundation pursuant to the Community Environmental Monitoring Program Agreement ("CEMP Agreement") between Eagle and the SWP to be made exclusively for implementation of the CEMP. The CEMP Agreement determines how the Community Environmental Monitoring Program will be implemented.

SWP implements the Community Environmental Monitoring Program pursuant to the terms of the CEMP Agreement that establishes the procedures and standards for the Community Environmental Monitoring Program. The CEMP Agreement and its Exhibits are attached as Exhibit A hereto. In the event of any conflict between the terms of the CEMP Agreement and this Agreement, the terms of this Agreement shall control except in the case where:

- a. The CEMP Agreement is terminated pursuant to Section 11 of the CEMP Agreement, or
- b. There is a reserve fund remainder under Section 11(f), those provisions shall control.

5. CEMP DISPUTE RESOLUTION COMMITTEE (CEMP DRC)

If SWP and Eagle Mine find themselves in a dispute that they cannot resolve with the dispute resolution process designated in the CEMP Agreement, either party may refer the dispute to the CEMP DRC. SWP and Eagle have agreed to abide by the final decision of the CEMP DRC on any dispute that is referred to the CEMP DRC.

Selection of a Dispute Resolution Committee. The Foundation CEO/President will serve as the non-voting chairperson of the CEMP DRC. If the Foundation CEO/President is unable to serve as the CEMP DRC chairperson, the Foundation Board Chair will serve as the CEMP DRC chairperson. Within two weeks of receiving notice of the dispute from one of the parties, the CEMP DRC chairperson will select an additional three to five members of the CEMP DRC from the approved candidate lists submitted by SWP and Eagle. The candidate list shall be submitted annually to the Foundation by Eagle and SWP by December 1st. The voting members of the CEMP DRC may include members of the Foundation Board and should include members with diverse interests and expertise such as tribal, environmental, industry, mining and local government.

Proceedings of the CEMP DRC Committee. The CEMP DRC chairperson will convene a meeting to the CEMP DRC as soon as feasible after appointment of the CEMP DRC members. The Parties will submit their written position statements on the dispute to the CEMP DRC at least one week before the CEMP DRC meeting, and may request that they be allowed to make in-person presentations of no more than 30 minutes to the CEMP DRC. The CEMP DRC will render its decision within 2 weeks of convening and the CEMP DRC chairperson will notify the parties. The CEMP DRC' decision will be posted on the CEMP website and available to the public.

6. THE FUND

The Fund will be the property of the Foundation. The Foundation may commingle the property of the Fund with the property of other component funds held by the Foundation, provided, however, that the separate identity of the Fund will be maintained and distributions from the Fund will be clearly

identified as such to the grantees. A report of the Fund balance and relevant receipts and disbursements will be made by the Foundation to Eagle on a semi-annual basis. The annual external audit of the Foundation will be available upon request.

- a. Eagle Mine will fund the CEMP up to \$300,000 per year as long as the CEMP Agreement is in place. This money will be paid into an account held by the Foundation. The Foundation will receive annually 5% or \$15,000 whichever is greater of these funds as an administration fee.
- b. It is agreed that all assets held in the Fund will be subject to the Articles of Incorporation and Bylaws of the Foundation, including the power contained therein for the governing board to modify, to the extent permitted, any restrictions or conditions on the distribution of funds for any specified organization if, in its sole judgment, those restrictions become, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the area served by the Foundation.
- c. All funds remaining in the Fund at the end of the current funding period will be carried over to the next funding period, as designated in the CEMP Agreement. The Eagle contribution for the next funding period may be reduced by the carryover funds.
- d. The Foundation will prepare an invoice to Eagle for half the annual cost of the CEMP - January to June. This invoice will be for half the annual budget less any deductions that may be needed because the reserve has hit \$100,000. The Foundation will send this invoice in December and Eagle will pay this invoice by the end of January the following year. The Foundation will send an annual report and summary of the fund balance in the first quarter of the year.
- e. The Foundation will send a second invoice to Eagle Mine in May for the second half of the annual cost of the CEMP – July to December. The amount of this invoice will be the same as the first invoice.
- f. If the Community Environmental Monitoring Program ceases to exist and monies for that project remain in the Fund, the Foundation may allocate those monies to a similar activity. Eagle will have one year from the termination of the monitoring program to re-establish an alternate community monitoring program. If all programs cease to exist, the Foundation, with written agreement from Eagle, will allocate the remaining monies to a permanently-endowed fund of the Foundation whose purpose will be determined by the Foundation and Eagle.
- g. The permanently-endowed Fund will be charged a 5% administrative fee. As a special project fund the 5% fee will be charged on each deposit made to the Fund upon receipt of the deposit.

7. INDEMNITIES

a. Eagle shall indemnify, protect, defend and hold SWP and the Foundation harmless from and against all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation reasonable attorneys' fees and expenses) of any kind or nature

Legal language: Note that this clause has not been written in plain English, on legal advice. Legal language has been kept to ensure that the strict legal Meaning of Indemnity is preserved.

b. SWP shall indemnify, protect, defend and hold Eagle and the Foundation harmless from and against all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation reasonable attorneys' fees and expenses) of any kind or nature whatsoever, suffered or incurred by Eagle, which result from or arise out of any claim for personal injury (including death) suffered by any person (including employees of Eagle) and loss of or damage to property (including loss of use of thereof), in either case proximately caused by or arising out of SWP's actions on this project up to the extent of coverage of SWP's liability insurance, and no further. Notwithstanding the same, SWP shall not be required to indemnify Eagle from and against claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties to the extent the same are proximately caused by or arise out of the intentional, reckless, or negligent acts or omissions of Eagle (including without limitation willful misconduct), or its contractors, agents, representatives, affiliates, or other person under its control.

8. AMENDMENT

This Agreement may be modified by mutual written agreement of both parties.

9. LIST OF EXHIBITS

a. Exhibit A: CEMP Agreement and its attachments.

Executed by the Parties on this the 1 day of July, 2016:

Community Foundation of Marquette County

By: 

Name: Jack Lenten

Title: Chairman of the Board

Eagle Mine LLC

By: 

Name: Peter Richardson

Title: General Manager Eagle Mine



ATTACHMENT B: STANDARDS AND METHODOLOGIES FOR COMMUNITY ENVIRONMENTAL MONITORING OF EAGLE MINE OPERATIONS

1. STANDARDS, METHODOLOGIES, AND BASELINE DATA FOR VERIFICATION MONITORING AND ADDITIONAL MONITORING

1.1 Program Implementation and Quality Assurance

1.1.1 Annual Work Plan

The Annual Work Plan or Additional Monitoring Work Plan will detail the monitoring methodology, including: target pollutant(s), monitoring location(s), protocol(s) to be used, data parameters, collection frequency, data handling and analysis, instrument calibration, and QA/QC procedures.

1.1.2 Quality Assurance

- a. Sampling will adhere to State of Michigan and EPA approved protocols.
- b. Monitoring equipment, installation, operation, calibration, and QA/QC to be handled by an experienced independent third party.
- c. Laboratory analyzing samples will have State of Michigan and Federal Certifications for all EPA methods used in the analysis of samples.

1.2 Elements of the verification and/or additional monitoring programs

1.2.1 Verification Monitoring Objectives

- a. Baseline Data Review
- b. Operations Data Review
- c. Procedures Review (protocols)
- d. Interpretation Review
- e. Split Sampling of Eagle Permitted Facilities
- f. Side by Side Sampling of Eagle Permit Required Monitoring

1.2.2 Annual Monitoring Objectives

- a. Facilities Monitoring
- b. Groundwater Elevation
- c. Groundwater Quality
- d. Surface Water Quality
- e. Flora/Fauna
- f. Air Quality

1.2.3 Additional Monitoring Objectives

- a. Powell Township Air Quality Monitoring
- b. Transportation Route
- c. Other based on results or new activities (TBD)

1.2.4 Monitoring Period

- a. Conduct monitoring for the duration of term cited in the CEMP agreement which will include maximum ore production and processing levels.

- b. Implement additional monitoring program(s) following SWP assessment and/or community identified need.

1.2.5 Data Analysis and Publication

- a. Compare data to benchmarks related to baseline data collected prior to the start of operations, Permit Criteria, and Part 632 criteria. Standards and baseline data are included in Table 1 – Standards and Baseline Data for Verification and Additional Monitoring
- b. Data will be published in accordance with procedures described in the Communication Plan included in the annual work-plan including procedures for data processing, notification process, and schedule.

Table 1 – Standards and Baseline Data for Verification or Additional Monitoring

Community Monitoring Objective	Standards	Baseline Data
Verification or Additional Monitoring		
Facilities Monitoring	Standards required by Part 632 Mining Permit, Groundwater Discharge Permit, and NPDES Permit	Baseline Data Collected prior to start of operations.
Groundwater Elevations	Standards required by Part 632 Mining Permit	Baseline Data Collected prior to start of operations.
Groundwater Quality	MDEQ OpMemo, Standards required by Part 632 Mining Permit and Groundwater Discharge Permit	Baseline Data Collected prior to start of operations.
Surface Water Quality	MDEQ OpMemo, MDEQ Procedure 51, Standards required by Part 632 Mining Permit	Baseline Data Collected prior to start of operations.
Flora/Fauna	Standards required by the Part 632 Mining Permit	Baseline Data Collected prior to start of operations. Additional baseline data may be considered for Additional Monitoring if agreed upon by SWP, Eagle, and CFMC
Air Quality (Including Powell Township Air Quality)	National Ambient Air Quality Standards and Michigan Air Toxic Screening Levels	Data collected prior to full operations (ore production), data from regional stations as appropriate.
Other	Standards required by Part 632 Mining Permit, Groundwater Discharge Permit, NPDES Permit, and/or standards approved by SWP, Eagle, and CFMC.	Baseline data collected prior to the start of operations, permit criteria, and/or baseline data pre-approved by SWP, Eagle, and CFMC.

CEMP NOTIFICATION PLAN

ATTACHMENT C

**Community Environmental Monitoring Program (CEMP)
Notification Plan**

June 2016

CEMP NOTIFICATION PLAN

Introduction

The Community Environmental Monitoring Program (CEMP) of the Eagle Mine (Eagle), located in Northern Marquette County, Michigan, is an independent program implemented by two community-based organizations; the Superior Watershed Partnership (SWP) and the Community Foundation of Marquette County (Foundation). The CEMP is defined and governed by formal agreements between these organizations and Eagle Mine. The CEMP is designed to build a comprehensive and accurate picture of any environmental impacts that may be a result of Eagle's operations at the mine site, the Humboldt Mill, and along the designated transportation route. The CEMP is independent, transparent, and based on the highest scientific standards.

The *CEMP Notification Plan* (September 2013, revised April 2015 and June 2016) describes agreed upon procedures for making data and other information public. It also describes the process for communication between the SWP, Eagle Mine, and the Foundation with respect to the Annual Work Plan and Budget, SWP and Eagle Mine disputes, and community outreach. The plan is presented in a table format that includes topics for discussion, the various steps in the communication process under each topic, and the parties that will be notified.

Notified parties include SWP, Eagle Mine, and Foundation representatives responsible for overseeing and implementing the CEMP. These parties are organized into three work groups: the *Policy Group*, *Technical Group*, and *CEMP Dispute Resolution Committee*. The accompanying contact list of the individual parties (including names, titles, and contact information) is not included in this *Notification Plan*. A list of CEMP work group members (by title) is provided below. The *CEMP Notification Plan* is an attachment to the CEMP Agreement and any revisions require formal approval by the signatories.

CEMP NOTIFICATION PLAN

Community Environmental Monitoring Program Work Groups

Policy Group

The SWP and Eagle Mine Policy Group meet as needed to discuss relationships, dissemination of information regarding CEMP, and improvements to the implementation of the CEMP. Membership includes:

- SWP Executive Director
- SWP Senior Planner
- SWP Board Member/Liaison to CEMP Committee
- Eagle Mine External Relations Manager
- Eagle Mine Manager, Environment, Health and Safety
- Eagle Mine Environmental Compliance Supervisor

Technical Group

The SWP and Eagle Technical Group meets monthly to discuss CEMP activities, share updates, and address any other relevant information. Membership includes:

- SWP Senior Planner
- SWP Outreach Coordinator
- Eagle Mine External Relations Manager
- Eagle Mine Environmental Compliance Supervisor

CEMP Dispute Resolution Committee

The CEMP Dispute Resolution Committee is responsible for resolving general and technical disputes between Eagle Mine and SWP. Membership includes:

- The Foundation CEO/President (non-voting)
- Community Members (3-5 appointed voting positions)

CEMP NOTIFICATION PLAN

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CEMP NOTIFICATION PLAN

Topic	Step 1	Step 2	Step 3	Notified Parties
I. ANNUAL WORK PLAN AND BUDGET				
a. Annual Work Plan/Budget	SWP submits a draft of the annual Work Plan and Budget to Eagle by October 1 st . Eagle provides comments to SWP by November 1 st . If SWP and Eagle can't agree, either party can request a dispute resolution (see II. CEMP Dispute Resolution).	SWP submits Work Plan/Budget to the Foundation by November 15 th . The Foundation provides comments as needed and acceptance in writing to SWP by December 15 th .	SWP and Eagle present annual report and work plan/budget to the Foundation board.	Foundation, Policy Group, Technical Group, SWP Administrator
b. CEMP Budget Requests to Eagle	The Foundation submits request to Eagle for the first half of the annual budget with notification to SWP in December. The Foundation submits request to Eagle for the second half of the annual budget with notification to SWP in May.	Eagle provides funding to the Foundation by January 31 st . Eagle provides funding to the Foundation by July 1 st .		Foundation, Eagle External Relations Manager, SWP Administrator
c. SWP Monthly Invoices	SWP submits monthly invoices to the Foundation for reimbursable expenses. Eagle receive copies of monthly invoices.	Eagle confirms no objection via email to the Foundation and SWP or has 14 days to object. If SWP and Eagle can't agree, either party can request a dispute	The Foundation issues checks to SWP for reimbursable expenses.	Foundation, Eagle External Relations Manager, SWP Administrator

CEMP NOTIFICATION PLAN

<p>d. Year End Closeout</p>	<p>SWP submits final invoice and annual financial report to Eagle and the Foundation no later than February 28th of each year.</p> <p>Remaining funds can be carried over in two ways: 1) to a continuing line item in the budget, and/or 2) to a contingency fund line item in the budget (not to exceed \$100k).</p>	<p>Resolution (see II. CEMP Dispute Resolution). Eagle confirms no objection via email to the Foundation and SWP or has 14 days to object.</p> <p>If SWP and Eagle can't agree, either party can request a Dispute Resolution (see II. CEMP Dispute Resolution).</p>	<p>The Foundation Issues check to SWP for reimbursable expenses.</p> <p>The Foundation will send an annual report and summary of the fund balance in the first quarter of the year.</p> <p>The Foundation accepts carryover of funding to the current budget.</p>	<p>Foundation, Policy Group, SWP Administrator</p>
<p>e. Requests for Additional Monitoring</p>	<p>SWP provides Eagle with a plan for any additional environmental monitoring that is not described in the annual Work Plan (based on requests from the community, etc.).</p> <p>SWP may also request "emergency" environmental monitoring within 24 hours of an incident or discovery of an event.</p>	<p>Eagle confirms no objection to the additional monitoring plan or provides comments within 28 days.</p> <p>Eagle responds in time to allow SWP "emergency" monitoring to take place within 24 hours (or as soon as possible) following an incident or discovery of an issue.</p>	<p>If SWP and Eagle can't agree on the additional monitoring plan, either party can request a CEMP Dispute Resolution (See II. a. and b.).</p>	<p>Policy Group, Technical Group</p>
<p>II. SWP/EAGLE DISPUTES</p>				
<p>a. CEMP Dispute Resolution</p>	<p>SWP and Eagle have an unresolved dispute about the interpretation of the agreements</p>	<p>The Foundation forms a Dispute Resolution Committee (DRC) within 2 weeks of receiving notice from SWP or Eagle. The</p>	<p>The CEMP DRC will render its decision within 2 weeks of convening and the Chairperson will notify the parties.</p>	<p>Foundation, Policy Group, Technical Group</p>

CEMP NOTIFICATION PLAN

	<p>SWP and/or Eagle request a dispute resolution.</p>	<p>CEMP DRC Chairperson will convene a meeting of the DRC as soon as feasible after the appointment of members.</p> <p>SWP/Eagle submit written position statements on the dispute and may request that they be allowed to make in-person presentations of no more than 30 minutes to the DRC.</p>	<p>The CEMP DRC Decision will be posted on the CEMP website and made available to the public.</p>	
<p>b. Technical or Scientific Dispute Resolution</p> <p>SWP and Eagle have an unresolved technical or scientific dispute.</p> <p>Technical or scientific disputes will use the procedures described in Section II. a. above but will also include a peer review process.</p>	<p>SWP and/or Eagle request CEMP Technical Dispute Resolution.</p> <p>SWP and Eagle agree on a peer reviewer. A peer reviewer must be a scientific expert in the area of the disagreement. The peer reviewer will consider the views of Eagle Mine and SWP and make findings about the issue</p> <p>If Eagle and SWP cannot agree on which peer reviewer to use, they can each put forward two candidates to the CEMP</p>	<p>The CEMP DRC will decide, how much money to spend and how much time it will take. Money to pay for the peer reviewer and other expenses will come from the CEMP Fund. Eagle and SWP will provide the peer reviewer with position statements and supporting documentation or data, with copies also provided to the CEMP DRC.</p> <p>SWP and Eagle Mine will each be given the peer reviewer's findings. Both agree to abide by these findings.</p>	<p>Foundation, Policy Group, Technical Group</p>	

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		DRC. The CEMP DRC will decide which to use.	SWP will publicize the findings within one week of their completion. If Eagle Mine does not agree with the findings, after consultations with SWP, it can make its opinion of the findings public. If SWP does not agree with the findings, after consultations with Eagle, it can also make its opinion public.	
III. DATA/INFORMATION SHARING				
a. Data Sharing	Eagle Mine will share data and annual monitoring reports from its environmental programs with SWP.	Additional data collected, but not required by Eagle's environmental monitoring programs may be made available to SWP at Eagle's discretion.	SWP will make summaries of CEMP and Eagle data available to the public via the CEMP website and public outreach activities according to the rules below. Data must be presented in a way that is understandable by the widest possible audience including: 1. Scientific Translation: SWP will interpret data and results in a way that is appropriate for non-expert audiences. 2. Addressing uncertainties and community perception: explain	Policy Group, Technical Group

PR

CEMP NOTIFICATION PLAN

			<p>qualitative vs quantitative. In plain English explain what the risk is or isn't. SWP will work towards a shared understanding of risks that data from Eagle Mine's environmental monitoring poses with the use of information graphics and story boards.</p> <p>Any CEMP posting of data or comments related to data will be shared with Eagle. Eagle will have a reasonable opportunity to comment prior to posting.</p>	
<p>a. Data Anomalies and/or other Events</p>	<p>SWP and Eagle will notify each other of any 'event' as soon as possible. <i>Event:</i> An unexpected occurrence that requires further investigation or analysis to determine whether there is a risk to people or the environment. Communication will be by phone and will be followed up with a confirming email.</p>	<p>SWP and Eagle will meet to classify the significance of the risk and determine the respective actions and timelines. First preference is face to face meetings otherwise via teleconference.</p>	<p>SWP and Eagle options include: 1) no action, 2) initiate further investigations/monitoring, or 3) Treat as serious risk or permit violation requiring release of information (see III. b. or III. c. below).</p>	<p>Policy Group, Technical Group</p>
<p>b. Serious Risks and/or Breaches of Permits or</p>	<p>SWP and Eagle will notify each other as soon as possible of any data or</p>	<p>SWP or Eagle will notify DEQ and other relevant</p>	<p>A summary of the data/issue will be posted on</p>	<p>Policy Group, Technical Group</p>

CEMP NOTIFICATION PLAN

<p>applicable environmental Regulations</p>	<p>information that indicates a serious risk to human health or the environment.</p> <p>SWP and Eagle will notify each other of any data or information that indicates a breach of permits or State or Federal regulations within 24 hours of discovery.</p> <p>If communication is by phone, it will be followed up with a confirming email.</p>	<p>authorities as soon as possible.</p> <p>If appropriate, SWP and Eagle will re-sample to confirm results.</p>	<p>the CEMP website within 10 days of receiving results. SWP will provide Eagle with a reasonable opportunity to comment on postings to the CEMP website. In the event of divergent views, both views will be made available to the public on the CEMP website.</p> <p>Both parties can make suggestions about how to address the problem when the data is made public.</p> <p>Data must be presented in a way that is understandable by the widest possible audience (see also III. c. Release of data/Information below).</p>	
<p>c. Release of Data/Information</p>	<p>In the event of serious risk or breach of permit SWP and Eagle will communicate with each other before making data/information public.</p>	<p>SWP and Eagle will first share views regarding the significance of the risk, the steps being taken to address the risk, and how to inform the community.</p> <p>SWP and Eagle will communicate as frequently as needed, depending on the</p>	<p>SWP and Eagle may independently release information to the public as soon as possible including any views about significance and possible further actions.</p> <p>SWP will provide Eagle with a reasonable opportunity to comment on postings to the CEMP website. In the</p>	<p>Policy Group, Technical Group, DEQ, Other authorities (TBD)</p>

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		seriousness and duration of the risk.	<p>event of divergent views, both views will be made available to the public on the CEMP website.</p> <p>Data must be presented in a way that is understandable by the widest possible audience.</p>	
IV. COMMUNITY OUTREACH				
a. Community Outreach Plan	SWP will develop a Community Outreach Plan as part of the CEMP Annual Work Plan. The community outreach plan will be updated each year along with the Work Plan.	The community outreach plan will include how SWP plans to communicate Eagle Mine's environmental performance to the public including, but not limited to, the CEMP website; community forums in which the outcomes of monitoring are discussed; and additional presentations, brochures, etc.	<p>If requested, SWP shall also provide data/information for Eagle Mine Community presentations/forums.</p> <p>Eagle and SWP will provide each other with a schedule of community meetings and activities in advance of the event(s).</p> <p>Eagle and SWP will notify each other of additional activities each takes to disseminate the CEMP information.</p>	Policy Group, Technical Group

PR

ATTACHMENT D: EAGLE HEALTH AND SAFETY REQUIREMENTS

General:

Health and safety at Eagle Mine LLC is managed in accordance with internal Lundin health and safety performance standards and with regard to regulatory compliance requirements established by the Mine Act and enforced by the U.S. Mine Safety and Health Administration under Title 30 of the Code of Federal Regulations Parts 50, 56, and 57. These requirements establish minimum training and health and safety conformance requirements for the mining industry and for all persons who are exposed to mining related hazards and/or who conduct work activities on a mining site. Environmental monitoring and sampling is considered a work activity for the purpose of these requirements.

Intent:

All of the requirements are based around a single purpose – keeping people safe! The goal at Eagle Mine is *Zero Harm*.

Scope of requirements for the Community Environmental Monitoring Program (CEMP):

Work activities undertaken by the Superior Watershed Partnership (SWP) as part of the CEMP must meet the applicable MSHA and Eagle Mine health and safety requirements when conducted at the following locations:

- Mine site (any areas within and immediately adjacent to the Mine perimeter fence line)
- Mill site (including the HTDF and associated railway right-of-way)
- Any active Eagle Mine Exploration drill site
- Any active Eagle Mine construction site

All of these locations are generally referred to as mine sites for the purpose of MSHA and Eagle Mine health and safety requirements.

Training:

The following training requirements apply to SWP staff and contractors who will conduct work activities under the CEMP:

MSHA:

- SWP staff and contractors must possess a current MSHA certificate of training (new miner or refresher) for surface metal/non-metal mining operations.
- If a current certificate is not held, MSHA New Mining Training (24-hour) for surface metal/non-metal mining operations must be completed, or
- MSHA Annual Refresher or Experienced Miner (8-hour) training for surface metal/non-metal mining operations must be completed.
- Training certification must be kept current and Annual Refresher training (8-hour) must be completed each year.
- Copies of training certificates should be provided to Eagle Mine and will be requested by security prior to entry.

MSHA training can be arranged through Bell Hospital's safety training program. Cost of training will be SWP's responsibility.

Eagle Mine/MSHA Required:

- SWP staff and contractors must receive an Eagle Mine site induction, hazard awareness training, and overview of required Eagle Mine procedure.
- Site induction and hazard training must be renewed annually.
- SWP will be provided a copy of the HSE handbook, including a list Life Saving Rules and Eagle Mine's Core Rules.

This training will be provided by Eagle Mine at no charge to SWP.

Exception for periodic visitors:

- SWP leadership and government staff (e.g. Board members) who do not perform work activities but who may periodically observe monitoring activities do not require MSHA training, but will be required to complete Site Hazard Training (≈20 minutes). This training will be conducted by Eagle Mine at the security gates prior to entry onto the mine or mill sites.

Site Access, Sign-in and Escorts:

- Before commencing work activities, SWP staff and contractors must sign-in at the respective security gates and must sign-out when work is completed.
- SWP staff and contractors conducting work activities must be escorted by a member of Eagle Mine staff or a designated Eagle Mine contractor when working on the mine or mill sites.

Advance Notice:

- To ensure that Eagle Mine can properly support SWP and its contractor's needs when CEMP work requires access to the mine or mill sites, SWP should provide Eagle Mine with a minimum of one week's advance notice.
- When unplanned monitoring or issue based sampling is required, SWP should attempt to provide Eagle Mine with at least 24 hour advance notice.

Personal Protective Equipment (PPE):

- Long pants and shirts with sleeves
- Hard hat
- Steel-toed boots (ASTM standard)
- Safety glasses with side shields
- Class II reflective vest, shirt, or jacket
- Gloves during work activities
- Other seasonally appropriate dress to protect from the elements
- Hearing protection (Eagle Mine will provide when required)
- Personal flotation devices when working within 10 feet of water hazard



Vehicles:

Pursuant to MSHA requirements, any vehicle operated on a mine site is subject to unannounced inspection by MSHA agents and must meet the following requirements.

- Must have a documented pre-inspection form available for the current period of use.*
- Must be chocked* and emergency brake engaged when parked on the mine or mill sites.
- Must be in sound mechanical condition and not have damaged or broken glass which impedes the driver's vision.
- Must have fully functional headlights, taillights, back-up lights and an operable horn.

*Eagle Mine will provide equipment/forms to SWP to assist with meeting this requirement.

Drug and Alcohol Use:

Eagle Mine is a drug and alcohol free site. Personnel visiting and conducting work at Eagle Mine must not be under the influence of, nor in possession of drugs and alcohol. Alcohol must not be carried or stored in vehicles entering or operating on the Eagle Mine or Humboldt Mill sites (this includes in the trunk or in a secured cooler).