

NORTH FORK METHANE WORKING GROUP

MEMORANDUM OF UNDERSTANDING

August, 2017

I. PARTICIPANTS

The parties to the Memorandum of Understanding (MOU) consist of three different categories depending upon the level of commitment to the North Fork Methane Working Group (MWG) as specified below:

A. Charter Members

Those parties and/or individuals who have shown commitment to the goals and objectives of the MWG by their regular attendance, geographic relevance to the issue, constructive participation at meetings of the MWG, and their signature to this MOU.

To date those parties include: Delta County, Gunnison County, Bowie Resources, Ltd., Mountain Coal Company, LLC, Oxbow Mining, LLC, Western Slope Conservation Center, High Country Conservation Advocates, Delta-Montrose Electric Association, Gunnison County Electric Association, Tri-State Cooperative, State of Colorado Department of Local Affairs, Colorado Energy Office, Department of Natural Resources and Department of Public Health and Environment

B. Invited Parties

The MWG has specifically invited the US Forest Service, the Bureau of Land Management and representatives from Senators Bennet and Gardner and Representative Tipton's offices. These invitees will not be voting members.

C. Additional Invitees

In addition to the above membership the MWG may include technical and scientific individuals/ organizations to take part in the meetings, as necessary, to accomplish the goals and objectives of the MWG. These invitees will not be voting members.

D. Successor Members

A replacement for an original signatory member and additional members shall be bound to all the terms and conditions of this MOU and as the MOU may be amended from time to time.

E. Attendance

A member's attendance at MWG meetings is important to meet the objectives of the MWG. Three (3) unexcused absences (as determined by the remaining members) of a member or his/her representative in a calendar year shall be deemed the resignation of that member from the MWG.

II. PURPOSE

A. General

The purpose of the MOU is to formalize the understanding of all parties to the MOU to work diligently towards the stated objectives of the MWG. Signing this MOU indicates that the participant understands the purpose of the MWG and agrees to the protocol/terms and conditions of participation in the MWG as outlined in this MOU. Those who choose not to sign the MOU are not members of the MWG, but are welcome to observe, listen and participate in any and all discussions subject to any restrictions established by the MWG.

B. Mission Statement

The stated mission of the MWG is the development and implementation of a comprehensive strategy for education, mitigation and economic utilization of Coal Mine Methane in the North Fork area

C. Goals and Objectives

- Develop an education program for the MWG on capture and utilization of CMM
- Develop definition of the Economic Feasibility of CMM capture and utilization
- Analyze and research CMM reduction, mitigation, capture and utilization technologies with specific focus to implementation in the North Fork

- Analyze and support for the development of markets for the use of CMM
- Analysis of potential CMM capture and utilization infrastructure funding opportunities
- Creation of a utilization strategy that includes timelines for development and implementation.
- Implementation of strategy

III. IMPLEMENTATION

A. Protocol

- All members and invitees must identify their interest and/or group that they represent;
- Keys to the successful function of the MWG are courteous and respectful speaking and listening;
- All participants shall be given equal opportunity to speak, present or otherwise participate;
- A qualified facilitator shall facilitate all meetings;
- An agenda will be prepared and followed for each meeting;
- Minutes of each meeting will be recorded and distributed to all members by a recorder agreed upon by the members of the MWG;
- Meetings will initially be held monthly with schedule adjusted as necessary after the first 6 months:
- Meetings shall be limited to approximately three (3) hours
- Members of the MWG shall be open and forthright about their plans and/or intentions regarding any matters of interest to the MWG, e.g. no "bushwhacking".

B. Decision Making

- Decisions regarding the action/activities of the MWG shall be by 2/3 super-majority of those in attendance.
- Meetings cannot be held without a quorum of members present. A quorum consists of at least 6 members.
- Proxy voting will not be allowed.
- Recommendations/ proposals of the MWG shall also be by the same manner.
- No decision/recommendation shall be made on an issue that was not posted on the noticed agenda.
- Recommendations/proposals of the MWG affecting specific MWG members and/or other parties shall be implemented through the development and execution of Memoranda of Agreement (MOA), or a similar instrument, of and between the affected MWG member(s) and/or other appropriate parties.

IV. AMENDMENTS

This MOU may be modified or amended at any time by the agreement of all the Members.

V. CONTINGENCY

The Members of the MWG and Participants agree to work diligently and in a timely manner to meet the goals and objectives of the MWG. In the event of failure or inability of any of the Participants to perform in accordance with the terms, conditions or intent of this MOU, the other Participants agree to make no claims against the non-performing party(ies) provided, however, that nothing in this clause will affect the rights and liabilities of any party hereto under local, state or federal law.