

**EAST RANGE WATER BOARD**  
**Regular Meeting**  
**Wednesday, June 15, 2022**  
**4:30 p.m. City/Town Government Center**

**Appointed Board Members for City of Aurora:** Doug Gregor, Chairman of the Board; David Skelton; Dennis Schubbe;

**Appointed Board Members for the Town of White:** Jon Skelton, Vice Chairman of the Board; Clark Niemi;

**Other Team Members:** Stefanie Dickinson (COA); Jodi Knaus (TOW); Wayne Thuringer (COA); Jim Gentilini (COA); Mike Larson (SEH); Miles Jensen (SEH); Kevin Young (SEH); Mia Thibodeau (Fryberger Law); Shannon Sweeney (David Drown Associates);

**AGENDA**

1. Call to Order/Roll Call
2. Consent Agenda:
  - a. Approval of May 18, 2022 Regular Meeting Minutes & May 18, 2022 Special Meeting Minutes
  - b. Treasurer's Report – Fund Balances
  - c. Approval of Disbursements (Invoices for Approval as listed below in order by date received)
    1. NTS Invoice #INV0340 \$82.96
    2. Fryberger Law Firm County Lease Invoice #22438.000003.12205 \$762.45
    3. Fryberger Law Firm Real Estate Matters Invoice #22438.000000.12205 \$8,648.44
    4. East Range Shopper Invoice #042210 \$72.45
    5. SCT Inspections Invoice #21-006 \$960.00
  - d. Correspondence
    1. Request for Placement on the Year 2023 Intended Use Plan Letter sent to the PFA
3. Legal Matters –Updates Including but not limited to:
  - a. Scenic Acres Land & Facility Title Clearance
  - b. St. Louis County Lease for the Intake Site Status
4. Guests – No requests received
5. Engineering Updates - SEH
  - a. Funding Initiatives & Cumulative Accounting – Updates by Mike Larson
  - b. Engineering Work – Updates by Miles Jensen
    1. Review Status Report Packet dated June 10, 2022
      - i. Archaeological Assessment Work Status – Report enclosed – Phase 1 Investigation Recommended
      - ii. Scenic Acres Questions Re: Interconnect Capacity – SEH memo dated 5/18/22 enclosed
      - iii. Embarrass Pit Boat Landing Discussion – Township will not renew lease
      - iv. David Rosa Easement Status
      - v. Bat Nesting Sites – Tree Removal in August – Is area marked?
6. Community Outreach Plan – tabled last month – further discussion
  - a. Public Information Project Sheet – To be bulk mailed, advertised etc.
7. Contingency Plans Discussion – David Skelton
  - a. Biwabik Plan fully executed

- b. IRRRR - Giants Ridge Plan Pending
- 8. Project Labor Agreement – David Skelton – Sample Enclosed
- 9. Other Business
  - a. St. James Pit & Current Water Plant updates – Jim Gentilini
  - b. Status of Current Water Plant Emergency System Failure Contingency Plan – Dickinson & Gentilini
  - c. Schedule Technical Committee Meeting – June 22, 2022
  - d. Clarification of City/TOW Cost Sharing Agreements
  - e. Schedule Joint City of Aurora, Town of White, Water Board meeting @ Aurora Community Center – June 29, 2022
- 10. Next Meeting Date: Wednesday, July 20, 2022
- 11. Adjournment

**East Range Water Board  
Special Meeting Minutes  
City/Town Government Center  
Wednesday May 18, 2022  
4:00 p.m.**

PRESENT: Chairman, Doug Gregor; Secretary/Treasurer, David Skelton; Board Member Dennis Schubbe; Board Member, Clark Niemi;

ABSENT: Jon Skelton

ALSO PRESENT: Stefanie Dickinson, City of Aurora Clerk & Treasurer; Jim Gentilini, City of Aurora Water Supervisor;

- 1.) **A board meeting was called to order by Chairman Gregor at 4:00 p.m.**
- 2.) Jim Gentilini guided members of the Board through the water plant and discussed needs, modifications, and resolutions to the deteriorating plant. No business was conducted. Board members left the plant and returned to the City/Town Government Center for the Board meeting.
- 3.) **Adjournment at 4:29 P.M.**

**Respectfully Submitted, Jodi Knaus**

**East Range Water Board  
Monthly Meeting Minutes  
City/Town Government Center  
Wednesday May 18, 2022  
4:30 p.m.**

PRESENT: Chairman, Doug Gregor; Secretary/Treasurer, David Skelton; Board Member Dennis Schubbe; Vice Chairman, Jon Skelton, Board Member, Clark Niemi;

ABSENT:

ALSO PRESENT: Jodi Knaus, Town of White Clerk; Stefanie Dickinson, City of Aurora Clerk & Treasurer; Jim Gentilini, City of Aurora Water Supervisor; Bill Maki, Chad Skelton, William Lesar, Kathy Lesar, Mike Larson (SEH), Miles Jenson (SEH viz Zoom),

1.) **A board meeting was called to order by Chairman Gregor at 4:37 p.m.**

2.) **Consent Agenda:**

**MOVED BY JON SKELTON, SUPPORTED BY DAVID SKELTON APPROVING THE  
CONSENT AGENDA AS PRESENTED. MOTION CARRIED**

3.) **Legal Matters**

- a) Scenic Acres Land & Facility Title Clearance – Gregor confirmed Fryberger Law continues to work on clearing the title and getting deeds registered for Township ownership of the existing infrastructure in Scenic Acres.
- b) St. Louis County Lease Status – St. Louis County Attorney and Fryberger law are finalizing the lease.

4.) **Guests:** None

5.) **Engineering Updates**

- a) Funding Initiatives – Mike Larson updated the Board he is following up with the Army Corps and with all the secured funding there is five million left to be fully funded. The City/Town could front the difference to be able to move forward with bidding. Jon Skelton confirmed the Township is ready to move forward with their portion. Gregor indicated he would need to meet with the City Council. The Board needs as built costs.
- b) Engineering Work – Miles Jenson updated the Board and reviewed the May 13, 2022 Status Report for Tasks 2 and 3. SEH needs a response from the Town of White regarding the public access plans for the boat landing. Tree cutting will take place in August and SEH will assist with marking the area to be cut. The permit was received from St. Louis County and reviewed. Environmental Review report from Duluth Archaeological has been sent to SPIIO. Jensen received a memo on modeling. SEH will respond to the Scenic Acres' question on the capacity to move water supplies between Aurora and Biwabik in each direction. Jensen believes the booster stations on the Biwabik System would need to be modified and there is enough pipeline to have the East Range Water System flows with gravity to Biwabik. Biwabik system flow to East Range Water system would need boosters.

6.) **Community Outreach Plan**

Input is needed from the Board as to what are the priorities for community outreach. Jon Skelton wants to know what services are already covered under the SEH Agreement for Services and believes

a brief history is needed to be communicated along with the current status and plans of the Project. Gregor believes open forums and meetings are important and the Board needs to be transparent including discussing future rates with constituents. Schubbe agrees a bulk mailing, a community open forum, and current website are all important. Overall opinion of the Board discussion is to implement all forms of communication discussed. Dickinson and Knaus will meet with Jensen to find out what is already included and what would be an extra cost for those communication items where assistance is needed. Dickinson and Knaus verbally stated a bulk mailing and website updates can be done internally with current staff to keep costs down. The Board would like a proposal for the next meeting to include a choice of four dates for an open forum/community meeting in July with SI:H along with a bulk mailing to be distributed prior to the meeting.

#### **7.) Contingency Plans**

The Biwabik plan was edited and discussed at the PUC meeting. Jeff Jacobson should be delivering it soon for approval. Gregor will meet with IRRR Attorney and Linda Johnson for the Giants Ridge Contingency Plan. The City of Aurora has formed a Water Emergency Sub Committee in case of the current water plant failure. It was discussed who should be on this committee and Jensen agreed the Technical Committee would be a good forum for these discussions to take place and Biwabik staff and representatives should be included.

#### **8.) Project Labor Agreement**

David Skelton would like the Board to begin working on a Project Labor Agreement. Mike Larson will provide the Board with a sample agreement for review.

#### **9.) Other Business**

- a.) St. James Pit & Current Water Plant Updates – Gentilini indicated water levels are rising and Aurora had to shut off dewatering due to temperatures; NRRI is doing a pilot study on the pit;
- b.) Practicality of Project Phasing Discussion – Schubbe explained his opinion of phasing is not appropriate for this Project. The Board reviewed his memo in detail and discussed this Project requires 90% be completed initially and it doesn't make sense to leave out 10%. Schubbe explained his concern for delaying bidding will increase costs and there is a supply shortage nationwide. The Board discussed how having Contingency Plans with Biwabik and Giants Ridge along with an Emergency Plan for the Aurora plant is critical. Gregor agreed there are a tremendous number of stakeholders in this Project who want to see it to fruition. David Skelton strongly urged the Board to resolve all issues then discussion needs to be held regarding the timing of bids.

#### **12.) Adjournment**

**MOVED BY CLARK NIEMI, SUPPORTED BY DENNIS SCHUBBE TO ADJOURN THE MEETING AT 5:52 P.M. MOTION CARRIED**

**Next Regular East Range Water Board Meeting Date: June 15, 2022 at 4:30 p.m.**

**Respectfully Submitted, Jodi Knaus**



**Environmental Science  
& Engineering**

NTS  
526 CHESTNUT STREET  
VIRGINIA, MN 55792

PHONE: (218) 741-4290  
FAX: (218) 741-4291  
EMAIL:

[MWALLNER@NETECHNICAL.COM](mailto:MWALLNER@NETECHNICAL.COM)

INVOICE DATE 03/31/2022  
INVOICE # INV0340  
TERMS Net 30  
PROJECT # 21657A  
CUSTOMER # C0021  
CUSTOMER PO #

BILL TO City of Aurora  
PO Box 160  
Aurora, MN 55705  
United States

RECEIVED  
MAY 16 2022  
CITY OF AURORA

NTS accepts  
Call 218-742

*Sorry -  
we missed  
sending this  
out with last  
month's invoices*

ITEM	NAME	DESCRIPTION		QTY	UNIT PRICE	EXTENDED PRICE
Field Work	Myre, Nicholas	Labeled and bagged all 80ft. of collected sediment samples. Shot in 80ft boring, 20ft. split, spoon, Mine Lake SW, and Virginia BM. Unloaded and cleaned out all tooling and equipment out of trucks 60 & 66.	Billable Time	4.25	\$ 0.00	\$0.00
Project Management & Coordination	Heiman, Michael	MDH Sealing Notification.	Billable Time	.25	\$ 0.00	\$0.00
Report Production	Heiman, Michael	Draft Boring Logs, write and compile factual report, send to SEH.	Billable Time	2	\$ 0.00	\$0.00
Report Production	Heiman, Michael	Review sample bags, discuss with Bryan Harp	Billable Time	1	\$ 0.00	\$0.00
Report Production	Hoffmann, Ross M.	Import updated well data and update figures per request by MH	Billable Time	1.5	\$ 0.00	\$0.00
		Correct Bill #384659	Purchase, Project: Outside Services	1	\$ 75.00	\$75.00
			Purchase, Project: Postage & Shipping	1	\$ 7.96	\$7.96
<b>SUBTOTAL</b>						<b>\$82.96</b>
<b>TOTAL</b>						<b>\$82.96</b>

City of Aurora Water Treatment Plant Utility - Raw Water Intake

RECEIVED

MAY 18 2022

# FRYBERGER

CITY OF AURORA

# INVOICE

— LAW FIRM —

fryberger.com

P.O. Box 16990  
Duluth, Minnesota 55816

Tax ID: 41-1000525  
Phone: (218) 722-0861  
Fax: (218) 725-6800

EAST RANGE WATER BOARD

May 17, 2022

For Legal Services Rendered Through 5/13/2022

Invoice No. 22438.000003.12205  
File No. 22438.000003 - MET

CLIENT: EAST RANGE WATER BOARD  
MATTER: COUNTY LEASE

### Professional Fees

Date	Description	Atty	Hours
03/04/22	Email to County re lease terms.	MET	0.75
03/10/22	Review lease questions.	MET	0.40
03/15/22	Work re intake site lease with County.	MET	0.80
03/16/22	Prepare for and attend call to report to Board.	MET	0.75
04/20/22	Call re agenda items; attend meeting.	MET	0.75
	Sub Total		897.00
	Discount Authorized by Managing Attorney		-134.55
	<b>Total Professional Fees</b>		<b>\$762.45</b>

SUB TOTAL	\$ 897.00
Discount Authorized by Managing Attorney of 15% of Total Fees	-134.55
Current Invoice Amount Due After Services Discount	<u>\$ 762.45</u>
Prior Balance:	0.00
Payments & Adjustments:	-0.00
<b>Total Due:</b>	<b><u>\$ 762.45</u></b>

Pay your bill online at [www.fryberger.com](http://www.fryberger.com) <<http://www.fryberger.com>>

Current (Less than 30)	30-59 Days	60-89 Days	90-119 Days	Over 120 Days	Total Amount Due
\$762.45	\$0.00	\$0.00	\$0.00	\$0.00	\$762.45

**Please Note:** When your legal matter is completed, your file is closed and placed in storage. Closed files are placed on a schedule for destruction. While we make an attempt to contact you at the time your file is scheduled for destruction, we are not always successful. If you want to keep your file, you should request in writing that your file be returned to you at the time your matter is completed.



## Please return this page with remittance

Fryberger, Buchanan, Smith & Frederick  
P.O. Box 16990  
Duluth, MN 55816

EAST RANGE WATER BOARD

May 17, 2022

Invoice No. 22438.000003.12205

File No. 22438.000003 - MET

Client: EAST RANGE WATER BOARD

Matter: COUNTY LEASE

Total Current Professional Fees	897.00
Total Current Costs	0.00
SUB TOTAL	\$ 897.00
Discount Authorized by Managing Attorney of 15% of Total Fees	-134.55
Current Invoice Amount Due after Services Discount	\$ <u>762.45</u>
Balance Forward:	0.00
Payments & Adjustments:	-0.00
Total Due:	\$ <u><u>762.45</u></u>

Amount enclosed: \$ \_\_\_\_\_

Thank You

# FRYBERGER

LAW FIRM

fryberger.com

P.O. Box 16990  
Duluth, Minnesota 55816

RECEIVED

MAY 03 2022

CITY OF AURORA

## INVOICE

Tax ID: 41-1000525  
Phone: (218) 722-0861  
Fax: (218) 725-6800

EAST RANGE WATER BOARD

For Legal Services Rendered Through 4/30/2022

May 17, 2022

Invoice No. 22438.000000.12205

File No. 22438.000000 - MET

CLIENT: EAST RANGE WATER BOARD  
MATTER: REAL ESTATE MATTERS

### Professional Fees

Date	Description	Atty	Hours
03/17/22	Review of file materials in response to client authorization for quiet title action.	PBK	0.25
03/24/22	Review of recorded documents and memoranda in file and analysis of water system proceedings, including preparation of pre-filing memorandum.	PBK	1.75
03/28/22	Discussions with Mr. Thibodeau and analysis regarding strategies for commencement of legal proceedings; review of surveys and related materials provided by client.	PBK	0.50
03/28/22	Work re Scenic Acres title matters.	MET	0.60
04/06/22	Search county real estate records for plat of Scenic Acres and retrieve 36 parcel reports for said plat.	LPG	0.50
04/07/22	Search county real estate records for records of the three roads on the plat of Scenic Acres and obtain information regarding the parcels adjacent to Birch Road. Retrieve 17 copies of certificates of title from real estate records.	LPG	1.00
04/07/22	Review plat, Town Board Roadway Order, and certificates of title and property tax reports for plat lot owners; prepare memorandum to client in advance of legal proceedings.	PBK	1.90
04/08/22	Review plat and GIS map and retrieve 15 certificates of title from real estate records.	LPG	0.50
04/08/22	Review additional certificates of title and property tax reports; finalize memorandum to client; correspondence to and from client to address water system issues.	PBK	1.00
04/11/22	Search county real estate records and retrieve certificates of title and recorded documents regarding Scenic Acres plat.	LPG	0.90

**Professional Fees**

<b>Date</b>	<b>Description</b>	<b>Atty</b>	<b>Hours</b>
04/11/22	Correspondence to and from clients and prepare for conference call.	PBK	0.65
04/12/22	Search county real estate records for certain recorded documents regarding the plat of Scenic Acres.	LPG	0.40
04/12/22	Review additional certificates of title and memorialized documents in conjunction with acceptance and filing of plat; work to determine ownership issues regarding platted streets.	PBK	1.15
04/13/22	Search county real estate records to determine ownership status of Nitrochem Energy Corp. and retrieve certain real estate documents regarding the plat of Scenic Acres.	LPG	0.50
04/13/22	Conduct status search Nitrochem Energy Corp. with the Minnesota Secretary of State and report to attorney Kilgore regarding same.	LKT	0.25
04/13/22	Prepare for and participate in conference call; analysis and drafting of memorandum following discussions with client.	PBK	2.95
04/14/22	Search internet for last known officers of the corporations that originally owned the Scenic Acres property and report findings to Attorney Kilgore. Conduct person and business searches on Lexis Nexis and report to Attorney Kilgore.	LPG	0.90
04/14/22	Investigation regarding remaining officers of Nitrochem Corp.; correspondence with clients.	PBK	0.90
04/15/22	Multiple correspondence to client; draft and revise deed and bill of sale; analysis regarding strategies in obtaining conveyance to right-of-way and water system; comparison of deed/bill of sale with plat dedication language, language in declaration of restrictions and amendment, and language in certificates of title.	PBK	2.55
04/19/22	Search county real estate records for documentation of Scenic Acres Homeowners Association as grantee and report findings to Attorney Kilgore.	LPG	0.70
04/19/22	Conduct search of Scenic Acres Homeowners Association with the Minnesota Secretary of State.	LKT	0.25
04/19/22	Correspondence to and from Ms. Knaus, Mr. Gregor, and Mr. Skelton and analysis regarding Maki interest arising from 2005 lease; further revisions to quit claim deed and bill of sale.	PBK	1.90

**Professional Fees**

<b>Date</b>	<b>Description</b>	<b>Atty</b>	<b>Hours</b>
04/20/22	Discussions with Mr. Gregor and Mr. Skelton regarding relative claims of homeowner's association, Nitrochem, Maki, and considerations in placing title with Joint Powers Board or Township; discussions with Ms. Thibodeau and review Joint Powers Board statutory authority to hold property; correspondence to Mr. Gregor to summarize process to obtain and clear title.	PBK	1.75
04/21/22	Discussions with Mr. Gregor and Mr. Skelton; correspondence to Mr. Gregor to confirm preparation of deeds and bills of sale; revise Morris quit claim deed and bill of sale; draft Maki quit claim deed and bill of sale; prepare correspondence to Mr. Morris and Mr. and Ms. Maki.	PBK	2.70
04/22/22	Search LexisNexis and internet for information on a former officer of Nitrochem, Inc. Search real estate records for conveyances to Dyno Nobel, and locate real estate documents regarding Minnesota Explosives Corporation.	LPG	0.60
04/22/22	Discussions with Mr. Morris; finalize correspondence to Mr. Morris, Mr. Maki, and Ms. Maki; revise and finalize Nitrochem deed and bill of sale and Maki deed and bill of sale; work regarding investigation of potential objections raised by Mr. Morris; correspondence to Mr. Gregor.	PBK	2.00
04/27/22	Correspondence to Mr. Morris; correspondence to clients.	PBK	0.40
04/28/22	Receive and review correspondence from Mr. Gregor and review status of responses to requests for execution of quit claim deeds and bills of sale.	PBK	0.15
<b>Total Professional Fees</b>			<b>\$8,583.50</b>

**Itemized Costs**

<b>Date</b>	<b>Description</b>	<b>Amount</b>
	Postage services thru 04/30/22	4.94
	Electronic data access fee thru 04/30/22	60.00
<b>Total Costs</b>		<b>\$64.94</b>

Current Invoice Amount	\$ <u>8,648.44</u>
Prior Balance:	2,989.50
Payments & Adjustments:	-2,989.50
Total Due:	\$ <u>8,648.44</u>

Pay your bill online at [www.fryberger.com](http://www.fryberger.com) <<http://www.fryberger.com>>

Current (Less than 30)	30-59 Days	60-89 Days	90-119 Days	Over 120 Days	Total Amount Due
\$8,648.44	\$0.00	\$0.00	\$0.00	\$0.00	\$8,648.44

**Please Note:** When your legal matter is completed, your file is closed and placed in storage. Closed files are placed on a schedule for destruction. While we make an attempt to contact you at the time your file is scheduled for destruction, we are not always successful. If you want to keep your file, you should request in writing that your file be returned to you at the time your matter is completed.

## Please return this page with remittance

Fryberger, Buchanan, Smith & Frederick  
P.O. Box 16990  
Duluth, MN 55816

EAST RANGE WATER BOARD

May 17, 2022

Invoice No. 22438.000000.12205

File No. 22438.000000 - MET

Client: EAST RANGE WATER BOARD

Matter: REAL ESTATE MATTERS

Total Current Professional Fees	8,583.50
Total Current Costs	64.94
Current Invoice Amount	<u>\$ 8,648.44</u>
Balance Forward:	2,989.50
Payments & Adjustments:	-2,989.50
Total Due:	<u>\$ 8,648.44</u>

Amount enclosed: \$ \_\_\_\_\_

Thank You

**EAST RANGE SHOPPER**

BOX 206 AURORA, MINNESOTA 55705

PHONE 218-229-2245

RECEIVED

APR 11 2022

CITY OF AURORA

INVOICE NO. ERS 042210

INVOICE DATE April 2022

TO: East Range Water Board  
c/o City of Aurora  
P O Box 160  
Aurora, MN 55705

TERMS: This sale is not being financed. NET payment is due the 10th of the month following purchase. Payments not received by the 30th day of the month following purchase will be in default and a charge of 1 1/2% per month (18% per annum) will be assessed against any delinquent account, \$2.50 per month minimum.

OUR JOB NO.	DATE	YOUR P.O. NO.	DESCRIPTION	AMOUNT
	4-11-22		10.5" Thank You	72.45

Please Pay From This Invoice - No Statements Sent Unless Requested







# CITY OF AURORA

*"Minnesota's Star of the North"*

Tel: (218) 229-2614  
Fax: (218) 229-3198

16 W. 2ND AVE. N. • P.O. BOX 160 • AURORA, MN 55705

[www.aurora-mn.com](http://www.aurora-mn.com)

May 25, 2022

Mr. Peter Bradshaw  
Minnesota Public Facilities Authority  
Department of Employment and Economic Development  
1<sup>st</sup> National Bank Building  
332 Minnesota Street Suite E200  
St. Paul, MN 55101-1351

Re: Aurora, Minnesota  
Drinking Water Revolving Fund  
Request for Placement on the Year 2023 Intended Use Plan (IUP)

Dear Mr. Bradshaw:

This letter is to request placement of the City of Aurora's water treatment facility, raw water intake and pump station, and water main extension project on the 2023 DWRP IUP.

**Project Description:**

The City of Aurora, in cooperation with the Town of White, are undertaking a project that consists of constructing a new water treatment plant, raw water intake and pump station, and distribution system extension for the City of Aurora and the Town of White. The design intent is for the infrastructure to be expanded upon in the future to serve the communities of Biwabik and Hoyt Lakes.

Currently, these communities each own and operate their own water supply, treatment and distribution systems. Each of the systems are facing significant near term and long term challenges. To address these challenges, the potential for a joint water system has been evaluated and it has been determined it provides economies of scale for the member communities and offers more reliability than separate systems.

This project would be completed in two phases. The initial phase would include the City of Aurora and the Town of White. A later phase would include the City of Biwabik and/or the City of Hoyt Lakes.

This new project would include a new water treatment plant and new intake structure on the Embarrass Pit near Giants Ridge, land acquisition and extending water to the Scenic Acres area in the Town of White. As a result of the project, the existing water source in Scenic Acres will be decommissioned and the Scenic Acres distribution system will be brought into the regionalized system.

**Cost Summary:**

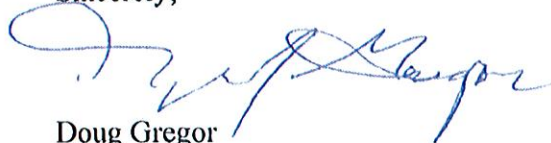
Construction	\$ 20,400,000
Engineering, Admin., Legal	\$ 2,000,000
Construction Contingency	\$ 2,000,000
<b>Estimated Total</b>	<b>\$ 24,400,000</b>

**Preliminary Project Schedule:**

Preliminary Engineering/Pilot Study Completed	March 2022
Complete Environmental Review	April 2022
Complete Construction Plans & Specs	May 2022
Project Bid	October 2022
Begin Construction	June 2023
End Construction	December 2024

If you have any questions or require additional information regarding this project, please contact Doug Gregor, Mayor of Aurora at 218-229-2614 or Miles Jensen, Short Elliott Hendrickson Inc. at 651-775-5031.

Sincerely,



Doug Gregor  
Mayor  
City of Aurora



**STATUS REPORT**  
**EAST RANGE WATER PROJECT**  
TASK 2 & TASK 3  
EAST RANGE WATER BOARD  
CITY OF AURORA & TOWN OF WHITE  
SEH Project No. 159723

DATE: Friday, June 10, 2022

**DECISIONS AND/OR DIRECTION FROM THE ERWB AT THIS MEETING:**

1. Request Town of White to provide guidance for a response to 2.b.4. below.
2. Review and direction on SEH's Public Outreach Plan (Item 12).

**ATTACHMENTS**

1. Final report from Duluth Archaeology Center. L.L.C. for the Phase Ia archaeological assessment
2. SEH Emergency Water Capacity Memorandum

**DISCUSSION ITEMS**

The following provides a brief discussion of the project status to date. The items in **BOLD** are new since the 5/13/2022 status report.

- 1) Task 2 – Final Design
  - a) WTP and Raw and Finished Water Main:
    1. Received MDH plan approval letter, dated April 15, 2022, for these two (2) projects.
  - b) Raw Water Intake Building:
    1. Two (2) sets of 100% signed construction documents for the Raw Water Intake and Pump Station (RWPS) were submitted to the MDH on Tuesday, May 10, 2022.
    2. Communications with Chad Kolstad indicate the project approval date will be set to match the April 15, 2022 date.
    3. **SEH spoke with Chad Kolstad on 6/8/2022 and he has not been able to review the documents, yet but hopes to soon. He indicated no concern with the current schedule of things.**
  - c) Project Bid Dates:
    1. For the MDH submittals, the proposed project bid dates are just placeholders.
    2. SEH also understands that the final determination for project schedule and bid dates will be made after the funding matters are settled.
- 2) Appropriations Permit
  - a) SEH has submitted the draft the permit application.
  - b) 12/17/2021 SEH received the following questions and information request from the DNR that SEH will respond to following discussions with the ERWB:
    1. Amount of groundwater to be appropriated for constructing the caisson/water intake. Include dewatering details, such as proposed receiving water (will it be pumped directly into the Embarrass Pit?). SEH will respond in the final response packet by sharing the dewatering specification from the Raw Water Intake documents.
    2. Provide evidence of ownership, or control of, or a license to use, the riparian property where the water intake will be located. SEH will provide a copy of the SLC lease agreement in the final response packet once it is finalized with the County.
    3. Water Supply Contingency Plans (or other agreements) for the City of Biwabik and Giants Ridge that address potential impacts to their existing water supplies and mitigation for impacts. SEH still needs to update the draft contingency plan agreements for the City of Biwabik and the IRRRB.
    4. Details regarding impacts to the existing public access, such as if the plan is to alter/close the access and inform the public of changes. SEH would like to hear from the Town of White on a response that we can include in the final response packet.
    5. Changes that would be needed to the system if other municipalities are added on to the same system. SEH will respond in the final response packet by stating: There will be no physical changes needed to the Raw Water Pump Station should Biwabik and/or Hoyt Lakes request service in the future. The Raw Water Pump Station and Intake have been physically sized to support service to Biwabik and Hoyt Lakes.
    6. SEH will assemble the collection of responses in one (1) document as soon as all items are

addressed.

3) Environmental Review:

- a) Minnesota State Historic Preservation Office (SHPO):
  - 1. **Received Final report from Duluth Archaeology Center. L.L.C. for the Phase Ia archaeological assessment. The report recommends further a Phase I archaeological investigation.**
  - 2. SEH requested that Duluth Archaeology Center. L.L.C. provide a proposal, concurrent with the production of the final report, that identifies:
    - (1) What will the work will entail,
    - (2) What will it cost, and
    - (3) How soon can she get it completed.
  - 3. Once the report is complete, it will be submitted to SHPO to complete the entire Environmental Review to the satisfaction of the MDH for DRWF funding. Response from SHPO is expected to take 2-3 weeks after submittal.
- b) MPCA:
  - 1. The ERWB received a response letter on 1/3/2022. The letter provides guidance for storm water runoff that SEH is following in our preparing the project SWMPP.
  - 2. No further comments are needed.
- c) US Fish and Wildlife:
  - 1. SEH received email comments on 12/22/2021.
  - 2. According to the comments received, SEH was directed to utilize the USFW Information for Planning and Consultation (IPaC) system to create an "official species list" of federally listed species and designated critical habitat that may be impacted by this project. Specifically, for the:
    - (1) Rusty patched bumble bee, and the
    - (2) Northern Long Eared Bat (NLEB):
  - 3. SEH completed this response on 1/11/2022.
- d) Once all comments are received, SEH will prepare a summary letter to the MDH indicating the Environmental Review is complete.

4) Federal Environmental Review

- a) **On the 6/8/2022 call with Chad Kolstad, he indicated that the Federal funding may require an additional environmental review effort in the event that the Federal granting agency does not approve of the current State Environmental effort and results. This is just a cautionary notice from the MDH, but not a foregone conclusion.**

5) Building Official Review:

- a) SEH submitted the 100% signed construction documents for the WTP to the BO on 2/11/2022.
- b) SEH received a review letter from the BO on 2/1/2022 indicating approval.

6) MDH Communications and Review:

- a) See Item 1 above.

7) Project Schedule

- a) MDH Plan approval: Anticipated around May 13, 2022.
- b) MDH approval of Environmental Review: June 15, 2022.
- c) Final Environmental Review posting to Newspaper and close of comment period: July 15, 2022.
- d) Task 3 - Permitting and Regulatory Approvals March 2020 – August 2022
- e) Task 4 - Bidding & Project Award Services as the ERWB may direct

8) Scenic Acres:

- a) Service agreement and connection fees between East Range Water Board and ScenicAcres yet to be determined.

- b) **SEH provided a response to the Scenic Acres' question on the capacity to move water supplies between Aurora and Biwabik in each direction. See memo attached.**
- 9) Pineville and Scenic Acres Water Main
- a) An easement was presented to Rosa for the Scenic Acres water main section in the vicinity of the intersection of HWY 135 and Scenic Acres Road. No response back, yet. A copy of this easement agreement was conveyed to the COA/TOW this past week.
- 10) Tech Meetings:
- a) SEH and COA/TOW plant operations staff have not met since the 1/11/2022 meeting.
  - b) Another Tech Meeting will not be scheduled until the raw water intake documents are complete and we have response back from the MDH.
- 11) Tree Cutting Needs:
- a) Tree cutting must be conducted outside of the June 1 – August 15 time frame due to the potential presence of the Northern Long Eared Bat long-eared bat.
  - b) That means if the ERWB plans to move forward with construction of the water project this summer, all tree cutting should be completed before June 1.
  - c) SEH will assist the ERWB with delineation of the area where construction is likely to impact trees.
  - d) The ERWB should plan to move forward with the tree cutting before June 1, 2022. The trees do not have to be hauled out – just cut down.
  - e) The Town of White received documents on 5/6/2022 to sign for an agreement with St. Louis County to cut trees down in the area of the project.
  - f) **The ERWB determined that tree cutting will occur after August 15, 2022.**
- 12) East Range Public Outreach
- a) SEH awaiting direction from the ERWBD.

END.

**LETTER REPORT:  
PHASE IA PRE-FIELD ASSESSMENT OF EAST RANGE JOINT WATER  
TREATMENT SYSTEM, CITIES OF AURORA AND WHITE, ST. LOUIS COUNTY,  
MINNESOTA**

**Susan C. Mulholland**

**May 13, 2022**

**Duluth Archaeology Center Report No. 22-11**

**INTRODUCTION**

A Phase IA pre-field assessment was requested for the East Range Joint Water Treatment System (ERJWTS), consisting of a treatment plant, pumping station, and water mains in St. Louis County, Minnesota (Figure 1). The project is located in T58N R15W sections 4-7 and T58N R16W section 12 in the City of Aurora and the Town of White (Figure 2). The project area of potential effects (APE) includes 1200 feet of water mains along existing roads and 3.75 acres for the structures (Figure 3). The water treatment plant is in Aurora; the pumping station is on Embarrass Mine Lake. The water main will be placed within existing road right-of-way (ROW) corridors where utilities are present.

Pre-field assessment includes the State Historic Preservation Office (MnSHPO) review of databases for previously recorded archaeological sites and historic structures. The site database at the Office of the State Archaeologist (OSA) was also reviewed for recorded archaeological sites in the vicinity. In addition, historic aerial photographs and historic land survey records were reviewed for indications of unrecorded historic properties. Topography and water features were reviewed as well for potential for unrecorded archaeological sites.

**REVIEW OF RECORDED HISTORIC PROPERTIES**

The general area topography is a mining landscape associated with the Embarrass Mine and includes the townsite associated with the Bangor and Embarrass Mines. No verified archaeological sites were previously recorded within the project boundaries, although the project is partially within one unverified site (Figure 4). Site 21SL is the “ghost town” of Pineville located in T58N R15W section 6. The site was not field verified, although the current streets within Pineville are assumed to be original locations in the historic townsite. The townsite lies between the Bangor and Embarrass

Mines and was originally called Cotton (Lamppa 1962:78-109). It was platted in the early twentieth century; a few people still lived there in 1962. Early settlement was associated with development of the Bangor Mine to the west (1910-1918), as well as the short-lived Syracuse Mine (with very deep deposits). In the 1940s the Embarrass River was diverted to the west and the Embarrass Mine (now Embarrass Mine Lake) excavated for the World War II effort (Lamppa 2004:224). The Embarrass Mine appears to be located on or near the earlier Syracuse Mine, incorporating those workings.

Pre-Contact archaeological sites recorded within the general vicinity are located on the shores of Esquagama Lake to the south (Table 1). All three sites are Native American mortuary sites with either human remains or surface mound features. Site 21SL0168 consists of remains from a single individual accidentally uncovered next to a house at the south side of the lake; the materials were reburied. Site 21SL0393 is a single burial mound maintained next to CSAH 4 on the east side of the lake. Site 21SL0456 consists of two burial mounds about 1/8 mile apart, between the south side of Esquagama and Little Esquagama Lakes.

**Table 1. Recorded Archaeological Sites in General Area**

<b>SITE # / NAME</b>	<b>TYPE</b>	<b>LOCATION</b>
21SL0168 / Esquagama Lake	single burial	58 / 16 / 34
21SL0393 / Esquagama Lake II	burial mound (1)	58 / 16 / 35
21SL0456 / Esquagama Lake III	burial mounds (2)	58 / 16 / 34

The mid-1800s General Land Office (GLO) survey notes ([www.gloreccords.blm.gov](http://www.gloreccords.blm.gov)) were compiled into a series of maps that show trails/roads as well as structures/villages/homesteads at the time of the survey. The project area is in the vicinity of a major trail route (Trygg 1966:sheets 17, 18). The Duluth-Vermilion Trail is a travel/transportation route through the area, passing near the major lakes in this chain on the Embarrass River: Esquagama, Embarrass, Wynne-Sabin (Figures 5, 6). The trail crossed the Embarrass River between Embarrass and Wynne Lakes, in the vicinity of the current Embarrass Mine Lake (the former Embarrass Mine pit). An early dam is also reported on the river, possibly for logging activities (Lamppa 1962:86). A bridge on the dam was “part of the old road to Aurora.” It is not know if the Duluth-Vermilion Trail crossed on the same spot or

elsewhere on this portion of the river.

Historic accounts of early water transportation routes indicate that the Embarrass River in the Wynne/Sabin Lake area had a portage route to the Pike River to the west/northwest (Luukkonen 2006). The Embarrass River is part of the St. Louis River drainage, connecting to Lake Superior at the east and via the Savannah Portage to the Mississippi River through Big Sandy Lake (Luukkonen 2007). The Pike River drains north into the Vermilion Lake complex and ultimately Crane Lake on the Border Route through the Vermilion River. The connection between three major water drainages is at the Height of Land Portage (21SLal) north of Sabin Lake. The potential for unrecorded archaeological sites along the Embarrass River and the lakes is very high as a consequence of the Duluth-Vermilion Trail.

The oldest historic aerial photographs on the MnDNR webpage are the 1940/1941 set ([www.dnr.state.mn.us/maps/landview/index.html](http://www.dnr.state.mn.us/maps/landview/index.html)). Pineville is shown as settled in place by July 4, 1940; the Embarrass River is within its original channel (Figure 7). The original stream route is still present in 1941 but by 1948, the river has been rerouted through a diversion channel to the northwest (Figure 8). The Embarrass Mine is then well developed and visible in the area between Embarrass and Wynne Lakes, completely removing any remnants of a logging dam/road bridge across the original Embarrass River (or the earlier Duluth-Vermilion Trail) as well as the earlier Syracuse Mine.

## **REVIEW OF TOPOGRAPHY AND WATERWAYS**

The project is partially within or adjacent to the original Embarrass River valley including Embarrass Lake in the south and Wynne Lake in the north. This segment of the Embarrass River drainage has good potential for unrecorded archaeological sites including burial mounds (as indicated by Esquagama Lake to the south). The Height of Land Portage north of Sabin Lake provided a connection to the Rainy Lake drainage, used in the Contact period and quite possibly the pre-Contact. Embarrass Mine Lake, adjacent to the western end of the eastern half of the project, is a man-made water feature formed by the flooding of the former Embarrass Mine pit. Although any archaeological features associated with the original Embarrass River would have been destroyed by mining activities, the Embarrass Mine is a potential historic property (post-Contact contexts).

The topography as mapped by LiDAR ([www.dnr.state.mn.us/maps/mntopo/index.html](http://www.dnr.state.mn.us/maps/mntopo/index.html)) is at a finer contour interval (2 feet) than on the USGS topographic maps (10 feet). The topography of the area varies from rolling to steep hill slopes in some areas to flatter (possibly artificially) terrain



(Figures 9, 10). The eastern project area has flatter terrain east of Embarrass Mine Lake with more steep slopes north of the lake. The western portion has steep slopes north of Highway 135, except for Pineville township; the area south of the highway is more open although still with some sloping terrain. The project APE is not adjacent to original water features, so potential for pre-Contact archaeological sites is lower. However, the intense mining activities and associated settlement of townships throughout this area of the Mesabi Range indicate high potential for post-Contact sites.

In addition, the Laurentian Divide is considered a traditional cultural property (TCP) by the Bois Forte Band of Ojibwe (William Latady, personal communication, 2022). The TCP is not mapped or formally recorded yet.

## CONCLUSIONS

**One recorded archaeological site** is located within the ERJWTS project in Aurora and White adjacent to Embarrass Mine Lake and the Embarrass River. The site is unverified, consisting of the “ghost town” of Pineville (21SLIt); a portion of the water main will be adjacent to some of the streets within the township. In addition, the Embarrass Mine Lake is formed within the Embarrass Mine pit and the pumping station is proposed near the lakeshore. The Duluth-Vermilion Lake Trail also was recorded in the mid-1800s in the vicinity of the project. The potential for unrecorded archaeological sites is high within the ERJWTS project, including Contact (travel/trading) and post-Contact (mining, settlement) historic contexts.

**A significant water feature (Embarrass Lake)** is located in the vicinity of part of the ERJWTS project, which indicates a higher potential for unrecorded pre-Contact archaeological sites in the general vicinity. The Embarrass River was a major travel/transportation route as it leads to a portage between the St. Louis and Rainy River drainages. Original waterways are of high potential for historic and earlier occupations (Hudak et al. 2002). In contrast, Embarrass Mine Lake is an artificial water body formed by flooding the former Embarrass Mine pit. The area around the former mine has a high potential for unrecorded surface features from mining activities while the lake/pit is itself a major feature associated with mining. Borings indicate 9 feet of fill at the pumping station.

***Areas within the ERJWTS project appear to have significant potential for unrecorded surface and subsurface archaeological sites/features.*** The Embarrass Mine has not been investigated or recorded (like the nearby Eric Mining Company Mining Landscape Historic District). Roads, railroad grades, ore dumps, pits, shafts, and other features associated with mining (including

townsites) can be contributing elements to such a historic district. The Pineville townsite, although recorded, is not field verified or researched and appears to be associated with both early mining (Bangor and Syracuse Mines) and the World War II mining (Embarrass Mine) periods. In addition, the portion of the water main south of Embarrass Lake has the potential to intersect pre-Contact Native American burial mounds and archaeological sites as well as possible historic sites such as farmsteads/homesteads.

*A Phase I archaeological investigation is recommended prior to ground disturbance for the East Range Joint Water Treatment System in the City of Aurora and Town of White.* The investigation should review the historic mining activities associated with the Embarrass Mine and associated settlement at Pineville. Field survey of suitable areas where ground disturbance is proposed should be conducted to identify surface features and subsurface deposits of archaeological sites. The field survey should include pedestrian walkover for surface features (both historic and Native American) as well as limited shovel testing where proposed construction could intersect with potential subsurface site deposits within the proposed project APE. Potential visual effects in regards to the Embarrass Mine activities and the Laurentian Divide potential TCP should be included in the investigation.

If indications of burials are observed during any activities, the Minnesota Office of the State Archacologist must be notified at 612/725-2411 or 612/725-2729. Local law enforcement must also be notified. Burial mounds are probable in areas adjacent to original water features, such as Embarrass Lake, and are recorded in the vicinity of lakeshores on this chain of lakes (Esaquagama Lake). Indications of burials also include but are not limited to graves/depressions, offerings, headstones/memorials, human remains, and coffin parts.

## REFERENCES

Hudak, G. J., E. Hobbs, A. Brooks, C. A. Sersland, and C. Phillips. 2002. *Predictive Model of Precontact Archaeological Site Location for the State of Minnesota*. Minnesota Department of Transportation, St. Paul.

Lamppa, M. G. 1962. *Ghost Towns and Locations of the Vermilion and East Mesabi Mining Districts*. M.A. Plan B Paper, University of Minnesota.

Lamppa, M. G. 2004. *Minnesota's Iron Country: Rich Ore, Rich Lives*. Lake Superior Port Cities, Inc.

Luukkonen, L. 2007. *Between the Waters: Tracing the Northwest Trail from Lake Superior to the Mississippi*. Dovetailed Press, Duluth..

Trygg, J. W. 1967. *Composite Map of the United States Land Surveyors' Original Plats and Field Notes*. Sheets 17, 18, Minnesota Series. Self published, Ely.

Waters, T. F. 1977. *The Streams and Rivers of Minnesota*. University of Minnesota Press. Minneapolis.

### Copies Sent To:

Natalie White, SEH, Inc., 418 West Superior Street Suite 200, Duluth MN 55802.

Amanda Gronhovd, State Archacologist, 328 West Kellogg Boulevard, St. Paul MN 55102.

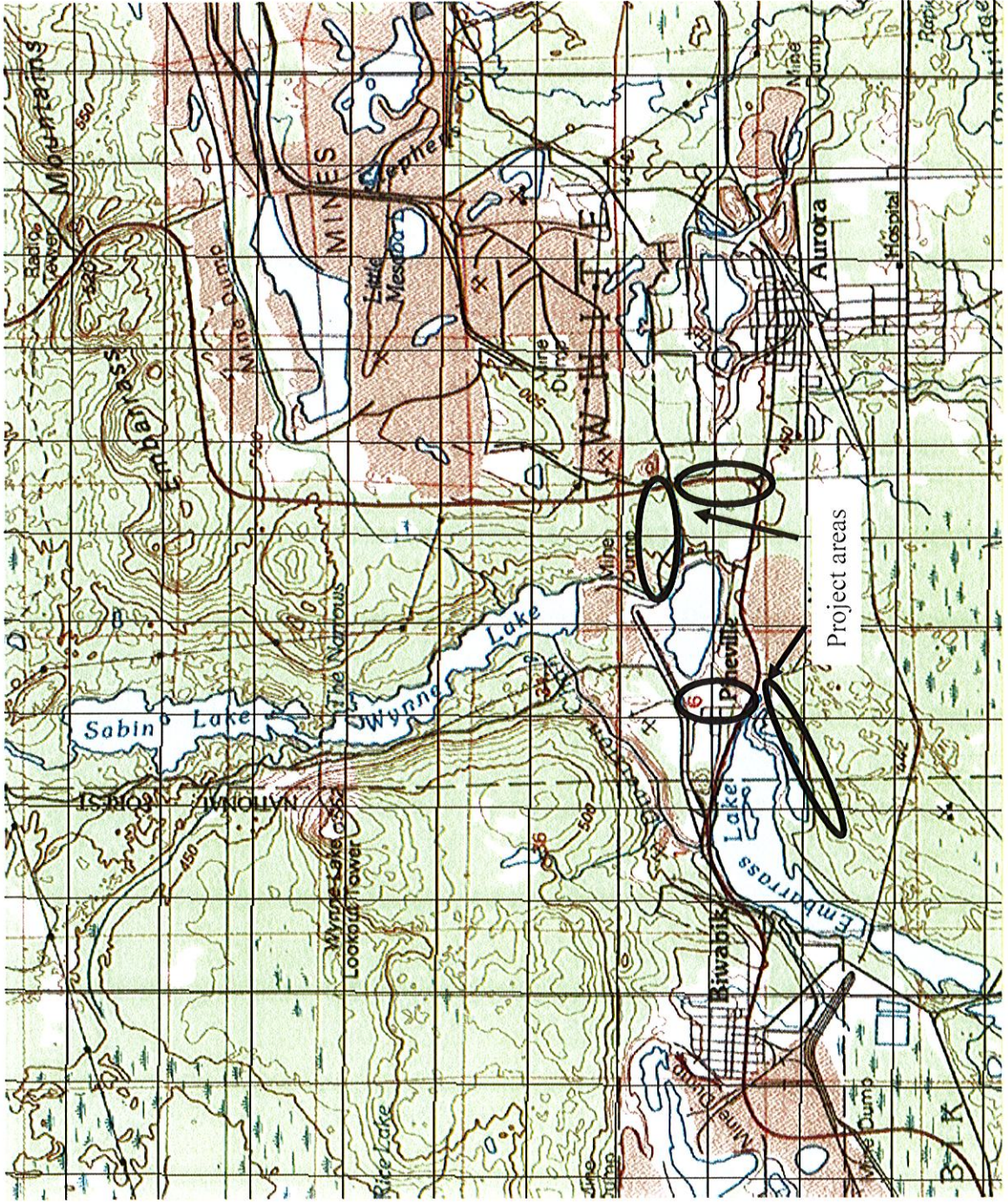
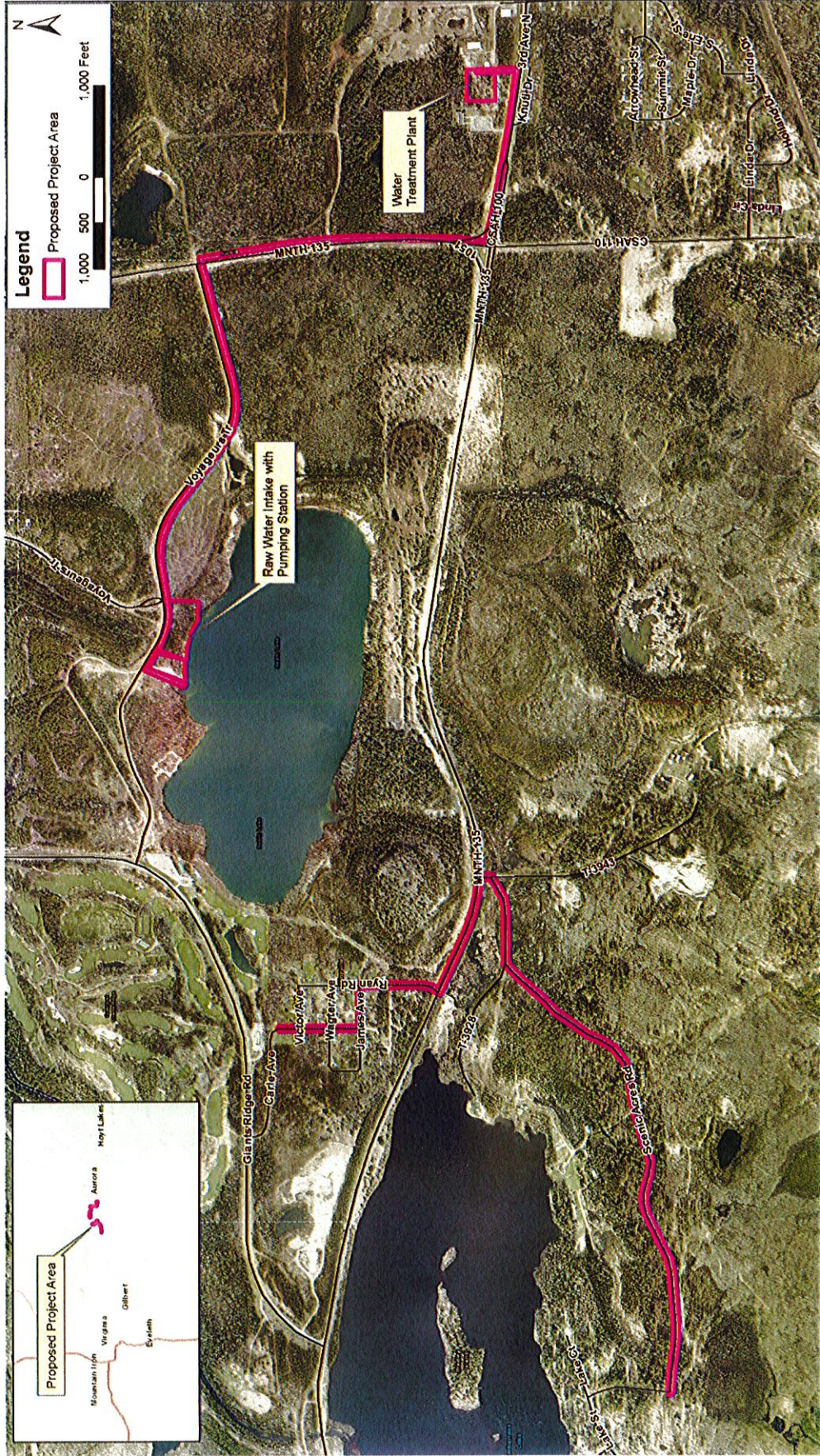


Figure 1. ERJWTS project location, Vermillion Lake quadrangle (1994), 1:100,000 USGS topographic map.





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Project: XXXXX-000000  
 Print Date: 5/9/2022  
 Map by: [Redacted]  
 Units: US Survey Feet  
 Source: ESRI, SDC, DNR

**PROPOSED PROJECT LOCATION**  
**EAST RANGE WATER BOARD**  
 Aurora, St. Louis County, Minn.

Figure X

Figure 3. ERJWTS project areas (pink lines). From SEH.

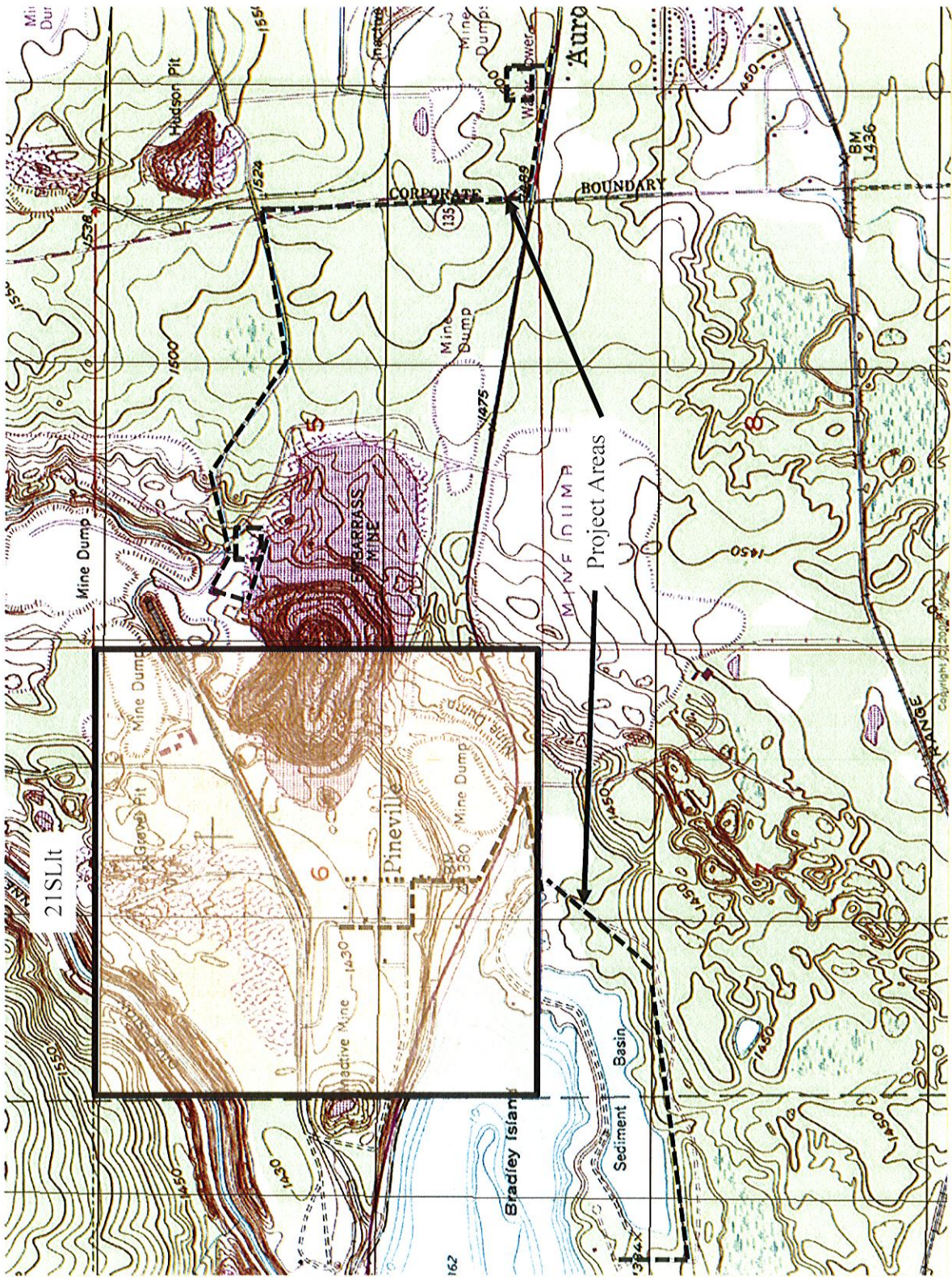


Figure 4. Pineville archaeological site (21SLIt) in ERJWTS project. Biwabik quadrangle (1950/ 1985), 1:24,000 USGS topographic map.

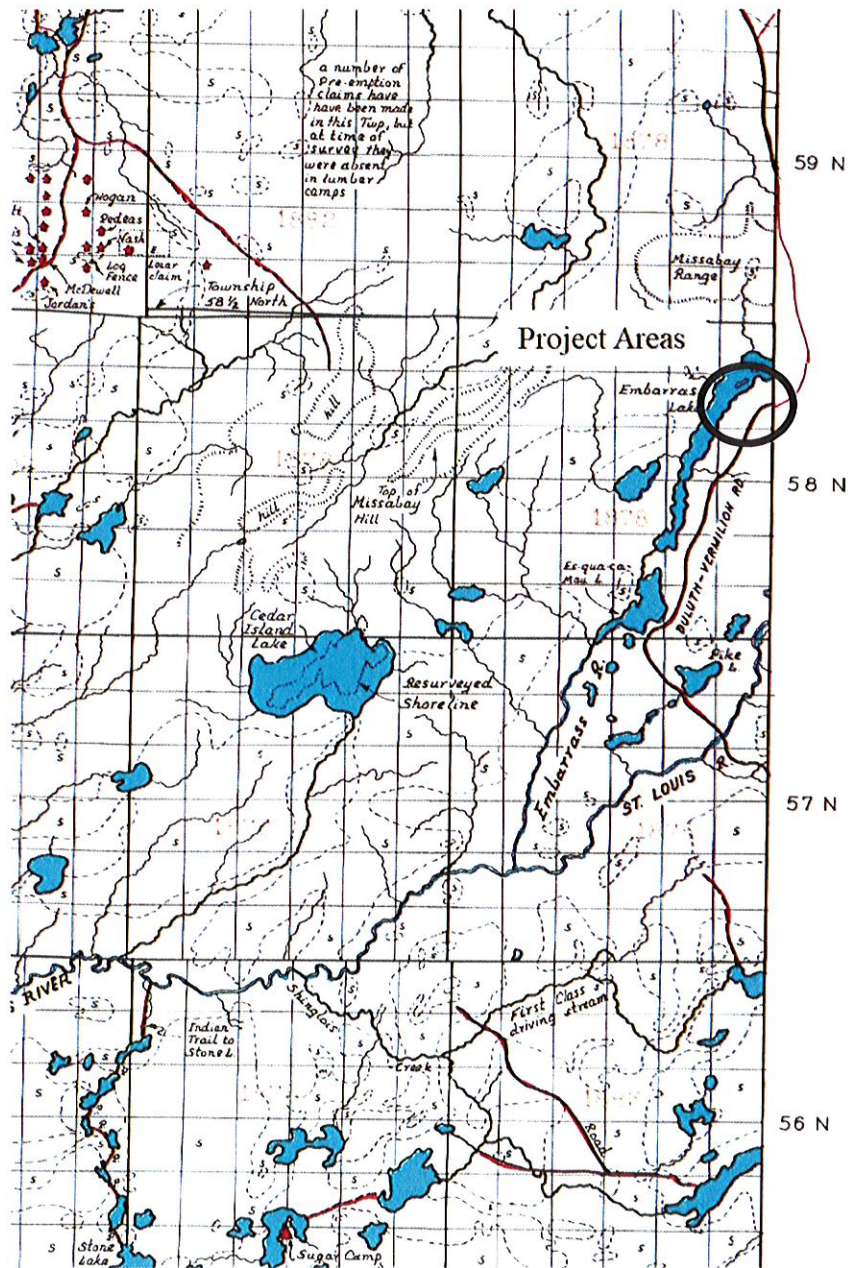


Figure 5. GLO cultural features in vicinity of project (Trygg 1966: sheet 18).



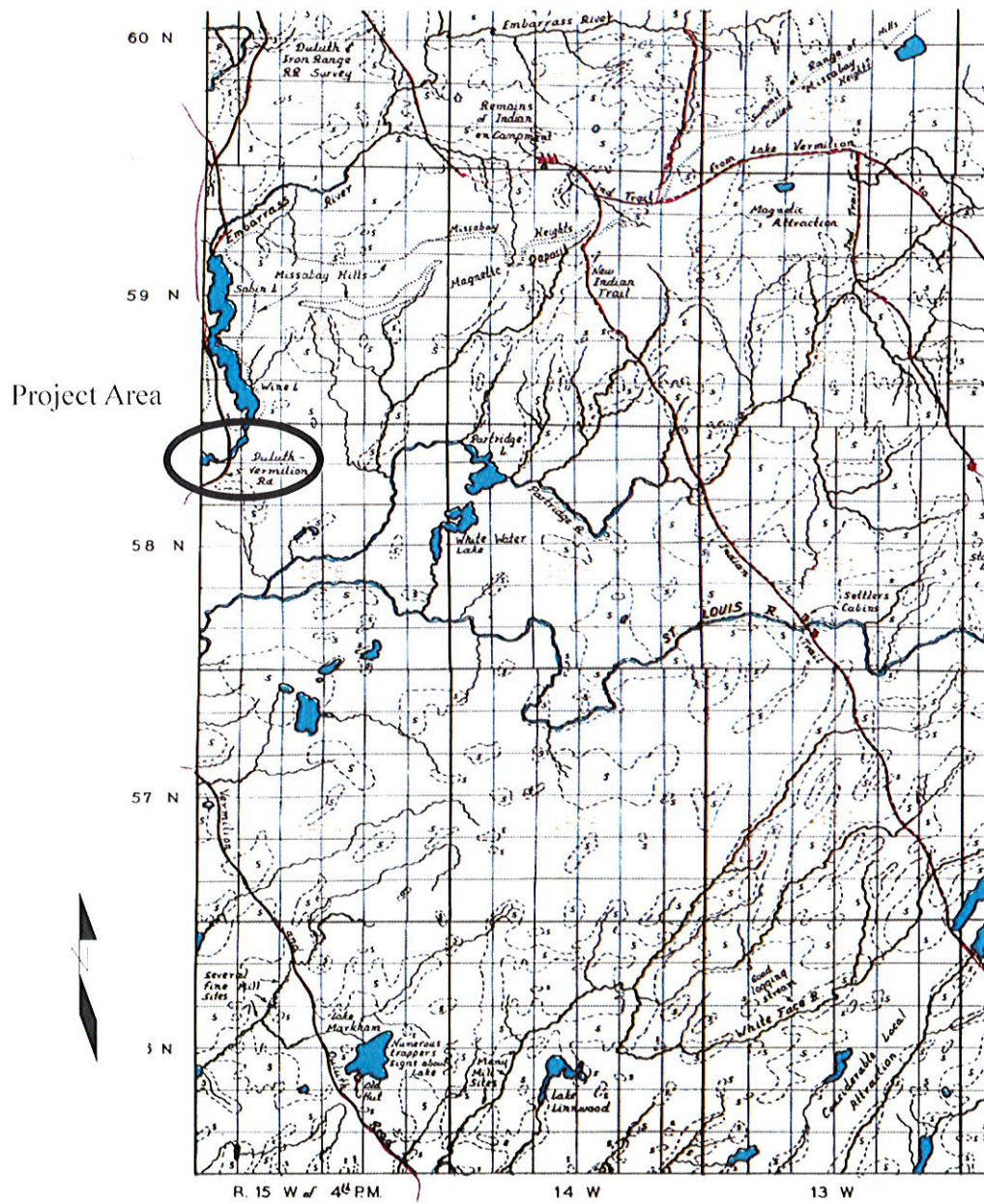


Figure 6. GLO cultural features in vicinity of project (Trygg 1966: sheet 17).

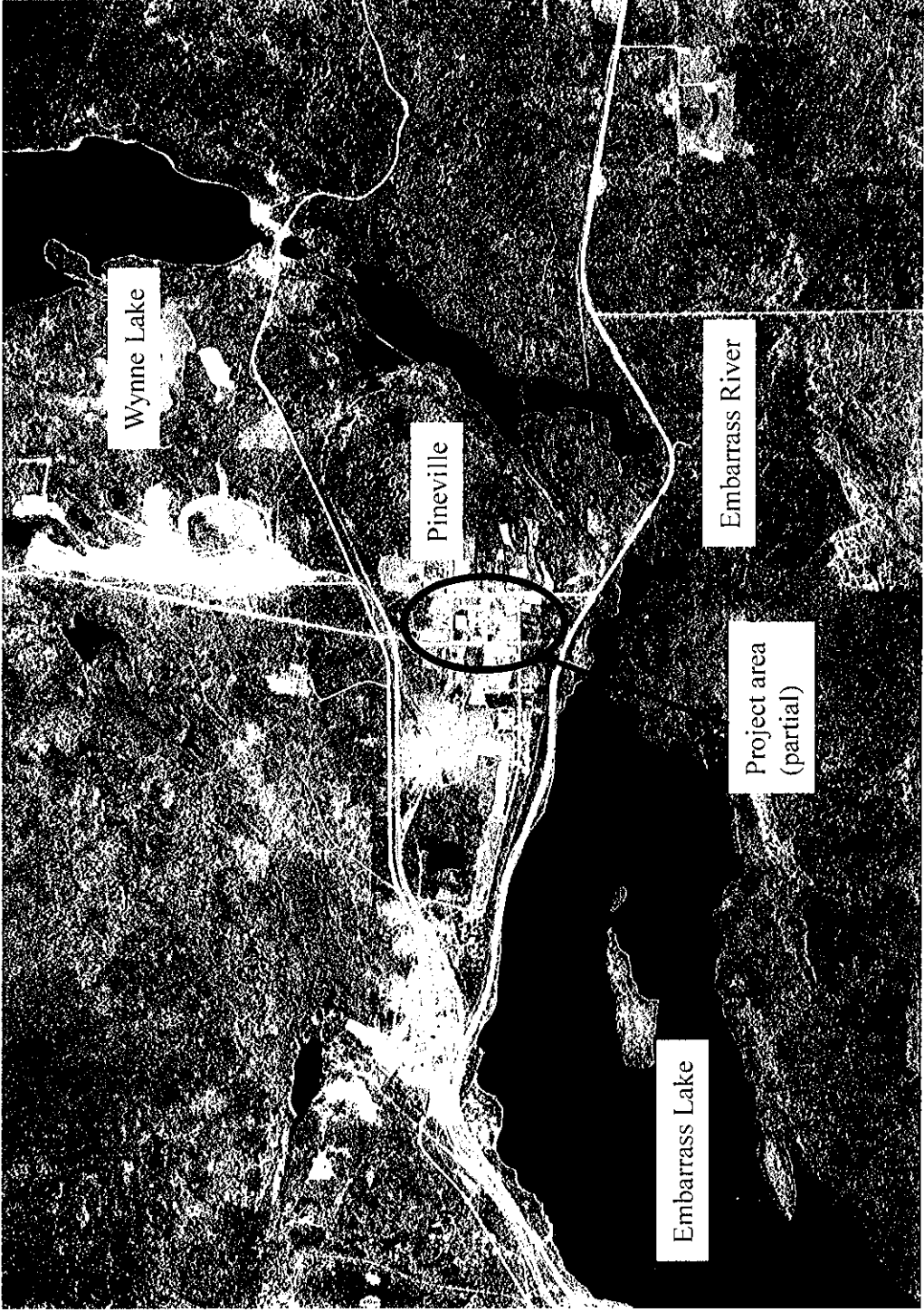


Figure 7. Historic aerial photograph CIR-18-51, July 4, 1940.  
From [www.dnr.state.mn.us/maps/landview/index.html](http://www.dnr.state.mn.us/maps/landview/index.html).

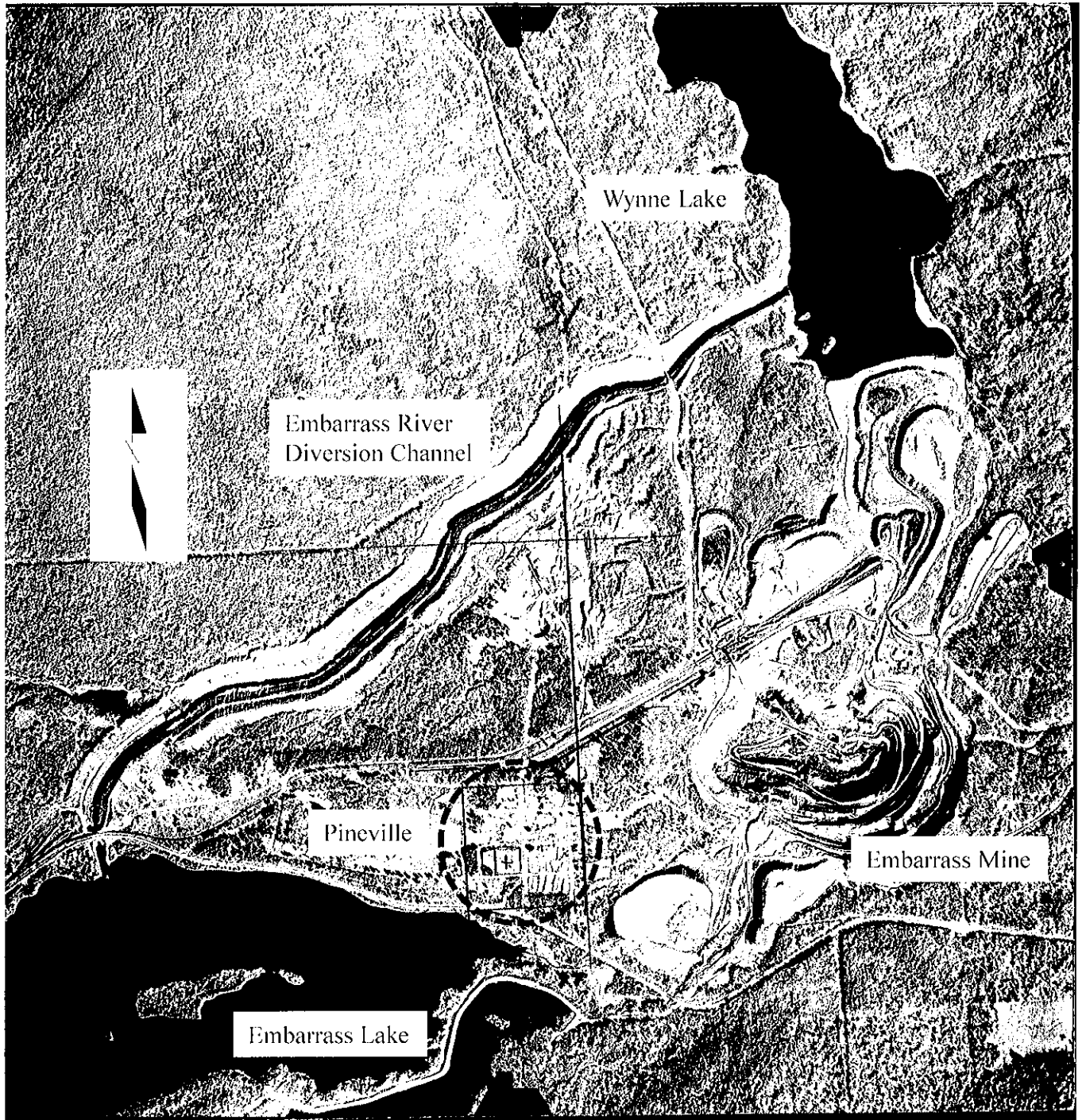
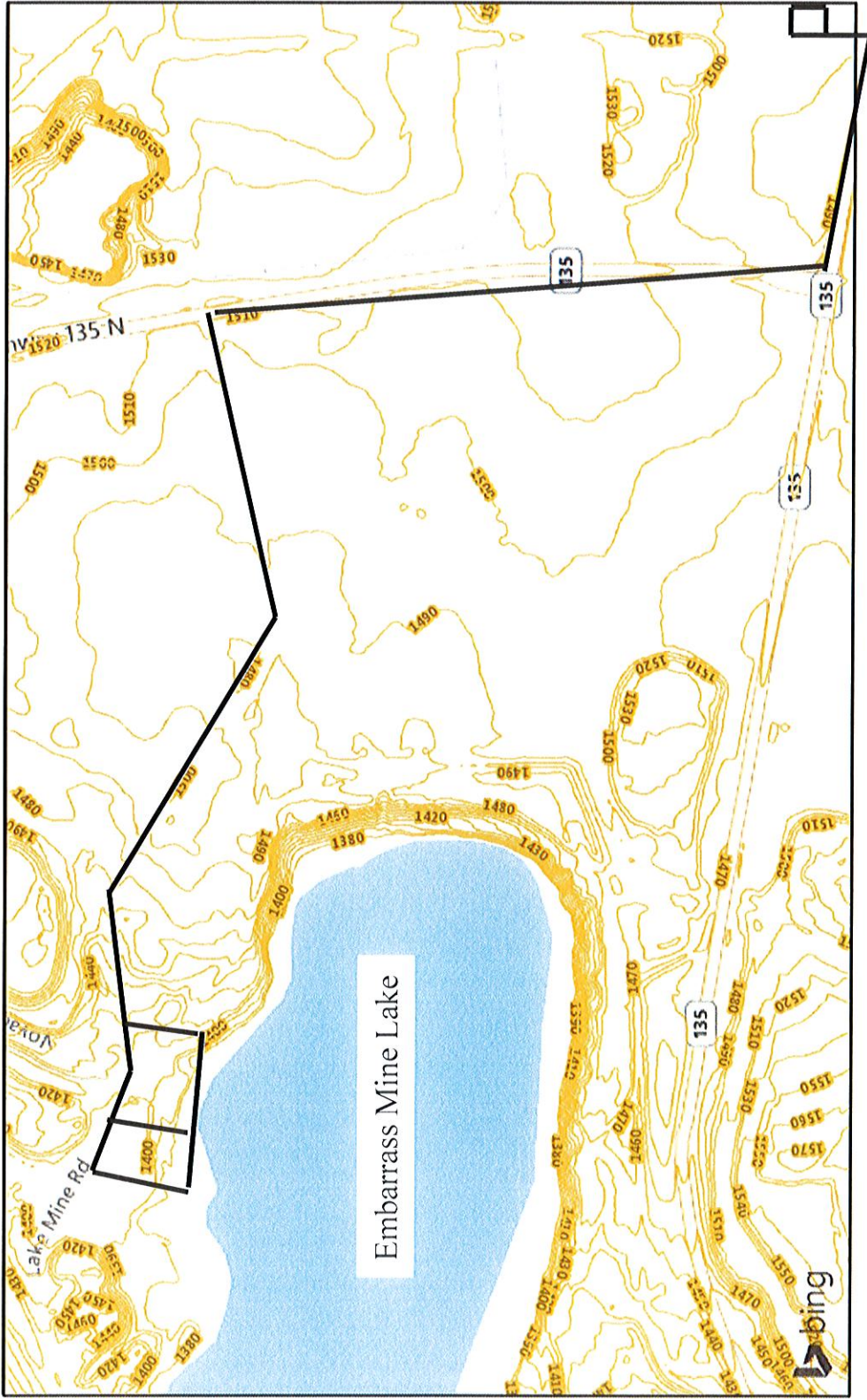
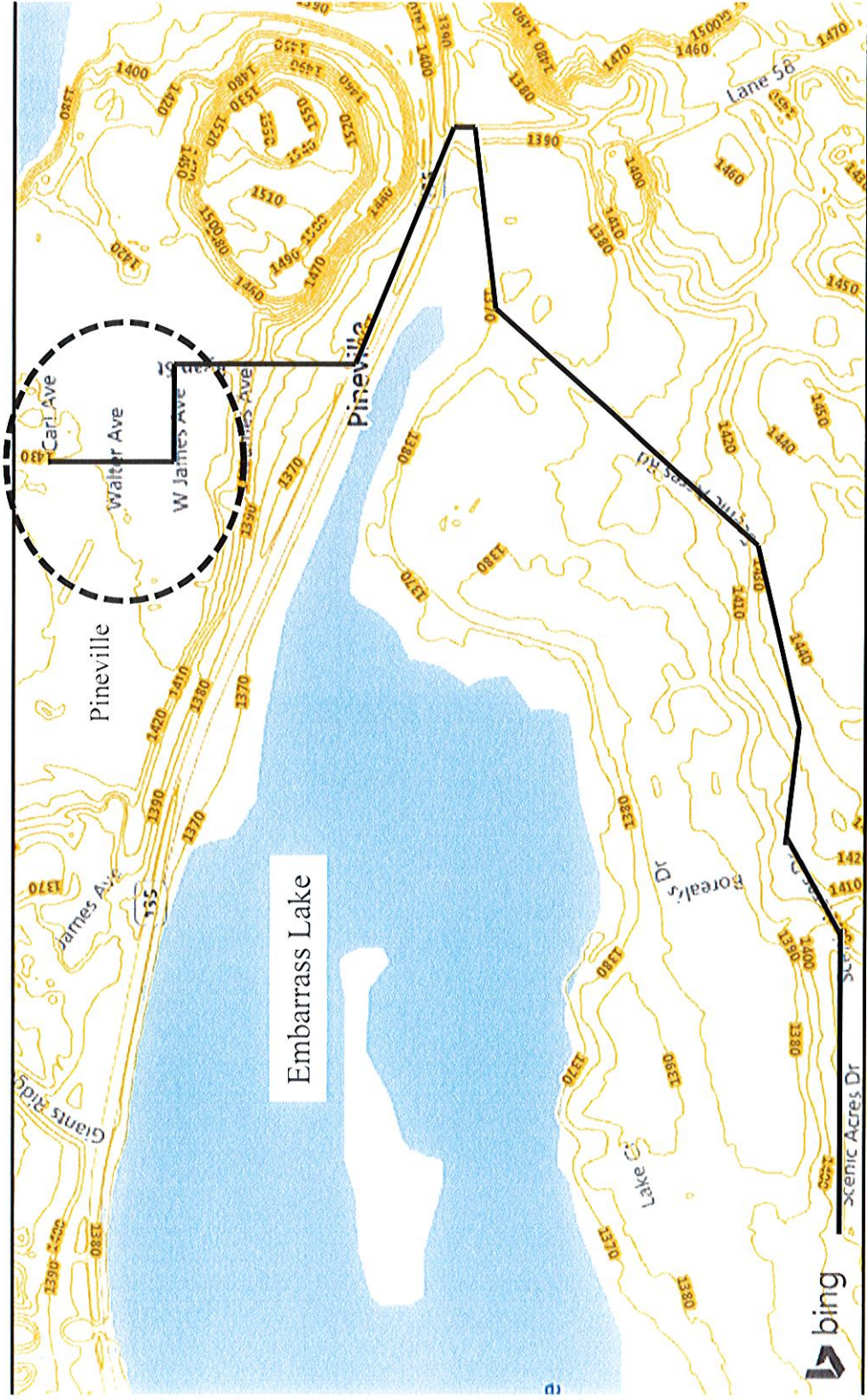


Figure 8. Historic aerial photograph SLC-40-44, September 22, 1948.  
From [www.dnr.state.mn.us/maps/landview/index.html](http://www.dnr.state.mn.us/maps/landview/index.html).



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Figure 9. LiDAR topographic contours of ERJWTS project, eastern portion. From [www.dnr.state.mn.us/maps/mntopo/index.html](http://www.dnr.state.mn.us/maps/mntopo/index.html).



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Figure 10. LiDAR topographic contours of ERJWTS project, western portion. From [www.dnr.state.mn.us/maps/mntopo/index.html](http://www.dnr.state.mn.us/maps/mntopo/index.html).



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## MEMORANDUM

TO: East Range Water Board

FROM: Miles Jensen, PE (Lic. AZ, CO, IA, IL, IN, KS, MD, MI, MO, MN, ND, NE, NM, OH, SD, TX, VA, WI)

DATE: May 18, 2022

RE: Biwabik Emergency Water Supply Interconnect Capacity  
SEH No. AUROR 159723 14.00

This memorandum evaluates the capacity of the existing Biwabik water infrastructure to supply water for emergency situations and recommends several improvements for the City to prepare for future emergencies. See Figure 1 (attached) for a map of the discussed connection points.

### EXISTING DEMAND AND SUPPLY CAPACITY

This analysis assumes that the flow demand for an emergency situation is similar to the Average Day Demand for the system.

#### *Demand for Biwabik*

- Existing Average Day Demand is 90,000 GPD (Average Day Flow has been reduced over the past 5 years after multiple leaks were resolved)
- WTP Capacity is 400 gpm (432,00 GPD assuming an 18-hour operational day)
- Average Day Emergency Surplus Capacity is 342,000 gallons

#### *Demand for Aurora and Town of White*

- Existing Average Day Demand is approximately 230,000 GPD (Estimated Average Day Demand with Scenic Acres)
- Proposed WTP Capacity is 800,000 GPD
- Average Day Emergency Surplus Capacity is 570,000 gallons

### CONNECTIONS

#### *Existing Connection Location:*

There is currently a fixed connection between Biwabik and Aurora at the intersection of Voyagers Trail and Mine Lake Road. This connection was previously used to feed the Giants ridge area of the Biwabik Water system from Aurora temporarily when a wash out took out a water main feeding this area from the main core of Biwabik. The connection location connects the Aurora water system with a boosted pressure zone in the along Voyagers Trail.

The connection has the following characteristics:

- The Aurora Hydraulic Grade (1625 ft) is 55 ft higher than that of the Biwabik (Giants Ridge – 570 ft) Hydraulic Grade.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-3507

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- The Voyagers trail booster station boosts pressure to 10-15 homes with two small jockey pumps and one larger approximately 250 gpm pump
- The Voyagers Trail Boosted one has a Hydraulic Grade of approximately 1615 ft (Slightly lower than Aurora)

### ***Interconnection Alternatives***

#### **Aurora/TOW Supplied from Biwabik**

- In order for Aurora/TOW to receive water from Biwabik, water would need to be pumped to lift the water to the Aurora water tower.
- The elevation difference between the Giants Ridge tank and Aurora Tank is 55' plus.
- The maximum water delivery rate through the booster station is approximately 200 gpm with the existing pump configuration.
- In order to sustain average day demand supply, water would need to be pumped at a rate of 160 gpm for 24 hours or 200 gpm for 20 hours.
- Pipe Hydraulics would allow delivery rates of up to 400 gpm but would require pump upgrades at the Voyagers booster station.

#### **Biwabik Supplied from Aurora/TOW**

- Biwabik can receive water from Aurora by gravity flow through the Voyager route – similar to the way it was done previously.
- It would be beneficial to install a PRV or control valve at the Voyagers booster station if automatic control is desired.
- In order to deliver average day demand flows, delivery of water at a rate of 150 gpm (for 12 hours) would be sufficient to refill the Giants Ridge tank.
  - The main zone tank would only be able to be filled to within 10' of overflow due to its lower overflow elevation.
- The Campground booster station in Biwabik would need to be bypassed or an additional pump added to the station for tank filling purposes in order to fully fill the tank.

### **RECOMMENDATIONS**

- Install master meter/control station at system interconnection point
- Modify and upgrade Voyagers booster station to provide more redundant pumping capacity between the water systems and install a PRV or modulating valve to control flow from Aurora/TOW into Biwabik (Via Giants Ridge)  
OR
- Construct new pumping station and master meter facility at alternative interconnect location (for more direct route to Biwabik water system)

Attachments:  
Figure 1 – System Map

cgt





# PROJECT LABOR AGREEMENT [PUBLIC SECTOR]

## ARTICLE I PURPOSE

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_ by and by and between \_\_\_\_\_, its successors or assigns (hereinafter "Project Contractor"), \_\_\_\_\_ (hereinafter "Owner") and the Iron Range Building and Construction Trade Council, on behalf of its affiliated local unions, acting on their own behalf and on behalf of their respective affiliates and members whose names are subscribed hereto and who have, through their duly authorized officers, executed this Agreement, hereinafter collectively called the "Union or Unions", with respect to the construction of the \_\_\_\_\_ [name of Project], hereinafter "Project".

The term "Contractor" shall include all construction contractors and subcontractors of whatever tier engaged in construction work within the scope of this Agreement, including the Project Contractor when it performs construction work within the scope of this Agreement. Where specific reference to \_\_\_\_\_ [name of Project Contractor] alone is intended, the term "Project Contractor" is used.

The parties recognize the need for the timely completion of the Project without interruption or delay. This Agreement is intended to establish a framework for labor-management cooperation and stability. The Contractor(s) and the Unions agree that the timely construction of this Project will require substantial numbers of employees from construction and supporting crafts possessing skills and qualifications that are vital to its completion. They will work together to furnish skilled, efficient craft workers for the construction of the Project.

Further, the parties desire to mutually establish and stabilize wages, hours and working conditions for the craft workers on this construction project, to encourage close cooperation between the Contractor(s) and the Unions to the end that a satisfactory, continuous and harmonious relationship will exist between the parties to this Agreement.

Therefore, in recognition of the special needs of this Project and to maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement, the parties agree to abide by the terms and conditions in this Agreement, and to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise. Further, the Contractor(s) and all contractors of whatever tier, agree not to engage in any lockout, and the Unions agree not to engage in any strike, slow-down, or interruption or other disruption of or interference with the work covered by this Agreement.

**ARTICLE II**  
**SCOPE OF AGREEMENT**

Section 1. This Project Labor Agreement shall apply and is limited to all construction work included in all bid categories for the Project under the direction of and performed by the Contractor(s), of whatever tier, which may include the Project Contractor, who have contracts awarded for such work on the Project. Such work shall include site preparation work and dedicated off-site work.

The Project is defined as: [list all aspects of the construction work involved.]

Section 2. It is agreed that the Project Contractor shall require all Contractors of whatever tier who have been awarded contracts for work covered by this Agreement to accept and be bound by the terms and conditions of this Project Labor Agreement by executing this Agreement prior to commencing work. This Project Labor Agreement is a material term of the bid specifications for the Project and therefore, regardless of whether a contractor executes this Agreement, by virtue of the owner and/or Project Contractor accepting the bid offer of the Contractor, a Contractor who performs work on this project is bound to this PLA regardless of their execution of this Agreement. The Project Contractor shall assure compliance with this Agreement by the Contractors. It is further agreed that, where there is a conflict, the terms and conditions of this Project shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, except for all work performed under the NTL Articles of Agreement, The National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article V, VI and VII of this Project Labor Agreement, which shall apply to such work.

Section 3. Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other operation, work, or function which may occur at the Project site or be associated with the development of the Project.

Section 4. This Agreement shall only be binding on the signatory parties hereto and shall not apply to their parents, affiliates or subsidiaries.

Section 5. The Owner and/or Project Contractor have the absolute right to select any qualified bidder for the award of contracts on this Project without reference to the existence or non-existence of any agreements between such bidder and any party to this Agreement; provided, however, only that such bidder is willing, ready and able to become a party to and comply with this Project Agreement, should it be designated the successful bidder.

Section 6. As areas and systems of the Project are inspected and construction tested by the Project Contractor or Contractors and accepted by the Owner, the Project Labor Agreement will not have further force or effect on such items or areas, except when the Project Contractor or

Contractors are directed by the Owner to engage in repairs, modifications, check-out, and warranty functions required by its contract with the Owner during the term of this Agreement.

Section 7. It is understood that the Owner, at its sole option, may terminate, delay and/or suspend any or all portions of the Project at any time.

Section 8. It is understood that the liability of any employer and the liability of the separate unions under this Agreement shall be several and not joint. The unions agree that this Agreement does not have the effect of creating any joint employer status between or among the Owner, Contractor(s) or any employer.

Section 9. The provisions of this Project Labor Agreement shall apply to all craft employees represented by any Union listed in Schedule A hereto attached and shall not apply to other field personnel or managerial or supervisor employees as defined by the National Labor Relations Act. No Contractor party is required to sign any other agreement as a condition of performing work within the scope of this Agreement. However, any Contractor performing work on the Project which is not party to a Local Area Labor Agreement for a craft employed by the Contractor, agrees to install hourly wage rates, hours, fringe benefit contributions, referral procedures and all other terms and conditions of employment as fully set forth in the applicable Local Area Agreement as attached as Schedule A for work on the Project for each craft employed by the Contractor. But in no event shall the wages be less than the wages that are applicable to this project under the Davis-Bacon Act. All employees covered by this Agreement shall be classified in accordance with the work performed. Nothing in this Agreement requires employees to join a union or pay dues or fees to a union as a condition of working on the covered project. This Agreement is not however, intended to supersede independent requirements in applicable local union agreements as to contractors that are otherwise signatory to those agreements and as to employees of such employers performing covered work.

Section 10. The Contractors agree to timely pay contributions to the established employee benefit funds in the amounts designated in the Local Area Labor Agreements attached as Schedule A.

The Contractors adopt and agree to be bound by the written terms of the legally-established Trust Agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractors authorize the parties to such Trust Agreements to appoint trustees and successor trustees to administer the Trust funds and hereby ratify and accept the Trustees so appointed as if made by the Contractors.

Section 11. All workers delivering fill, sand, gravel, crushed rock, transit/concrete mix, ready mix, asphalt or other similar material and all workers removing any materials from the construction site shall receive a total package of wages and benefits at least and not lower than the wages and benefits provided for in the then current Highway, Heavy Construction Agreement between Teamsters Local 346 and the Associated General Contractors of America, or the Highway Heavy Prevailing Wage Schedule, whichever is greater.

**ARTICLE III**  
**UNION RECOGNITION AND ACCESS**

Section 1. The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions working on the Project within the scope of this Agreement.

Section 2. Authorized representatives of the Union shall have access to the Project, provided they do not interfere with the work of employees and further provided that such representatives comply fully with the posted visitor and security and safety rules of the Project.

**ARTICLE IV**  
**REFERRAL OF EMPLOYEES**

Applicants for the various classifications covered by this Agreement required by the Employer or Contractors on the Project shall be referred to the Contractors by the Unions. The Unions represent that its local unions administer and control their referrals and it is agreed that these referrals will be made in a non-discriminatory manner and in full compliance with Federal and State laws.

**ARTICLE V**  
**MANAGEMENT'S RIGHTS**

The Project Contractor and Contractors of whatever tier retain full and exclusive authority for the management of their operations. Except as otherwise limited by the terms of this Agreement or the applicable local area agreements, the Contractors shall direct their working forces at their prerogative, including, but not limited to hiring, promotion, transfer, lay-off or discharge for just cause.

**ARTICLE VI**  
**WORK STOPPAGES AND LOCKOUTS**

Section 1. During the term of this Agreement there shall be no strikes, picketing, work stoppages, slow downs or other disruptive activity for any reason by the Unions or by any employee, and there shall be no lockout by the Contractor. Failure of any Union or employee to cross any picket line established at the Project site is a violation of this Article.

Section 2. The Unions shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Contractor's project site or any site of a contractor or supplier necessary for the performance of work at the project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the Project for a period of not less than thirty (30) days.

Section 3. The Unions shall not be liable for acts of employees for whom it has no responsibility. The International Union General President or Presidents will immediately instruct, order and use the best efforts of his office to cause the Local Union or Unions to cease any violations of this Article. An International Union complying with this obligation shall not be liable for unauthorized acts of its Local Union. The principal officer or officers of a Local Union will immediately instruct, order and use the best efforts of his office to cause the employees the Local Union represents to cease any violations of this Article. A Local Union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

Section 4. Any party alleging a breach of this Article shall have the right to petition a court for temporary and permanent injunctive relief. The parties agree that the moving party, upon proving a breach of this Agreement, shall be entitled to temporary and permanent injunctive relief.

#### **ARTICLE VII** **SAFETY**

The parties are mutually committed to promoting a safe working environment for all personnel at the job site. It shall be the responsibility of each employer to which this PLA applies to provide and maintain safe working conditions for its employees, and to comply with all applicable federal, state and local health and safety laws and regulations.

#### **ARTICLE VIII** **UNION-MANAGEMENT COOPERATION COMMITTEE**

The parties to this Agreement agree to form a Union-Management Committee, consisting of signatory unions, contractors, and representatives of St. Louis County. The purpose of the Committee is to ensure cooperation on matters of mutual concern, including productivity, quality of work, safety and health.

#### **ARTICLE IX** **DISPUTES AND GRIEVANCES**

Section 1. This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

Section 2. The Contractors, Unions, and the employees, collectively and individually realize the importance to all parties to maintain continuous and uninterrupted performance of the work on the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

Section 3. Any question or dispute arising out of and during the term of this Project Labor Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. (a) When an employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within ten (10) working days after the occurrence of the violation, or knowledge of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) of the Local Area Agreement and/or this P.L.A. alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the Project Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Project Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Local Area Agreement and/or this P.L.A. alleged to have been violated.

(b) Should the Local Union(s) or the Project Contractor or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within seven (7) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2. The Business Manager or his or her designee of a Local Union and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3. (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven(7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the Federal Mediation and Conciliation Service to provide them with a list of seven (7) neutral arbitrators from which the Arbitrator shall be selected. The parties shall alternatively strike arbitrators from the list until one remains, who shall preside at the hearing. The party striking first shall be determined by the flip of a coin. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is

agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

Section 4. The Project Contractor and Owner shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

## **ARTICLE X** **JURISDICTIONAL DISPUTES**

Section 1. The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

Section 2. All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employers, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement.

Section 3. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 4. Each Contractor will conduct a pre-job conference with the appropriate Building and Construction Trades Council prior to commencing work. The Project Contractor and the Owner will be advised in advance of all such conferences and may participate if they wish.

## **ARTICLE XI** **SUBCONTRACTING**

The Project Contractor agrees that neither it nor any of its contractors or subcontractors will subcontract any work to be done on the Project except to a person, firm or corporation who is or agrees to become party to this Agreement. Any contractor or subcontractor working on the Project shall, as a condition to working on said Project, become signatory to and perform all work under the terms of this Agreement.

## **ARTICLE XII** **HELMETS TO HARDHATS**

Section 1. The Employers and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military

Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

Section 2. The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

### **ARTICLE XIII** **LABOR HARMONY CLAUSE**

The contractor shall furnish labor that can work in harmony with all other elements of labor employed on the Project and shall submit a labor harmony plan to demonstrate how this will be done. "Harmony" shall include the provision of labor that will not, either directly or indirectly, cause or give rise to any work disruptions, slow downs, picketing, stoppages, or any violence or harm to any person or property while performing any work, or activities incidental thereto at the Project. The labor harmony plan should include the company's labor management policies, collective bargaining agreements if any and their expiration dates, past labor relations history, a listing of activities anticipated under this contract that may potentially cause friction with on-site workers, and procedures the company will undertake to eliminate this friction.

The contractor agrees that it shall require every lower-tier subcontractor to provide labor that will work in harmony with all other elements of labor employed in the work, and will include the provisions contained in the paragraph above, in every lower-tier subcontract let for work under this contract.

The requirement to provide labor that can work in harmony with all other elements of labor employed in the work throughout the contract performance is a material element of this contract. Failure by the contractor or any of its lower-tier subcontractors to comply with this requirement shall be deemed a material breach of the contract which will subject the contractor to all rights and remedies the Owner or Project Contractor may have, including without limitation the right to terminate the contract.

### **ARTICLE XIV** **NO DISCRIMINATION**

Section 1. The Contractor and Union agree that they will not discriminate against any employee or applicant for employment because of his or her membership or non-membership in a Union or based upon race, color, religion, sex, national origin or age in any manner prohibited by law or regulation.

Section 2. Any complaints regarding application of the provisions of Section 1, should be brought to the immediate attention of the involved Contractor for consideration and resolution.



Section 3. The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.

**ARTICLE XV**  
**SAVINGS AND SEPARABILITY**

It is not the intention of the parties to violate any laws governing the subject matter of this Agreement. The parties hereto agree that in the event any provisions of the Agreement are finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Contractor and Union agree that if and when any and all provisions of this Agreement are finally held or determined to be illegal or void by a Court of competent jurisdiction, the parties will promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of an applicable law and the intent of the parties hereto.

**ARTICLE XVI**  
**DURATION OF THE AGREEMENT**

The Project Labor Agreement shall be effective \_\_\_\_\_, 201\_ and shall continue in effect for the duration of the Project construction work described in Article II hereof. Construction of any phase, portion, section or segment of the project shall be deemed complete when such phase, portion, section or segment has been turned over to the Owner and has received the final acceptance from the Owner's representative.

Since there are provisions herein for no strikes or lockouts in the event any changes are negotiated and implemented under a Local Area Agreement during the term of this Agreement, the Contractor agrees that, except as specified herein, such changes shall be recognized and shall apply retroactively to the termination date in the particular Local Agreement involved. Each Contractor which has a Local Agreement with a Union at the time that its contract at the project commences shall continue it in effect with each said Union so long as the Contractor remains on the project. In the event any such Local Area Agreement expires, the Contractor shall abide by all of the terms of the expired Local Agreement until agreement is reached on a new Local Agreement, with any changes being subject to the provisions of this Agreement.

The Union agrees that there will be no strikes, work stoppages, sympathy actions, picketing, slowdowns or other disruptive activity affecting the Project by any Union involved in the negotiation of a Local Area Agreement nor shall there be any lockout on this Project affecting the Union during the course of such negotiations.

IN WITNESS WHEREOF, the parties have entered into this Agreement to be effective as of the day and year above written.

PROJECT CONTRACTOR

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

IRON RANGE BUILDING & CONSTRUCTION  
TRADES COUNCIL

By: \_\_\_\_\_  
Its: \_\_\_\_\_

## SCHEDULE "A"

FOR A COPY OF THE CURRENT LOCAL AREA COLLECTIVE BARGAINING AGREEMENT REFERENCED IN ARTICLE II, SECTION 11 OF THE PLA PLEASE CONTACT DIRECTLY THE LOCAL UNION REPRESENTING THE CRAFT FOR THE WORK TO BE PERFORMED OR CONTACT Mike Syversrud [mikes@local633.org](mailto:mikes@local633.org).

- A-1 Asbestos Workers Local 49  
[dave@insulatorslocal49.org](mailto:dave@insulatorslocal49.org)
- A-2 Boilermakers Local 647  
[Bpolchow647@outlook.com](mailto:Bpolchow647@outlook.com)
- A-3 BAC Local 1 Chapter 3 Duluth and Iron Range  
[spaczynski@bac1mn-nd.org](mailto:spaczynski@bac1mn-nd.org)
- A-4 Carpenters Local 361  
[chill@ncsrcc.org](mailto:chill@ncsrcc.org)
- A-5 Cement Masons/Plasters Local 633  
[mikes@local633.org](mailto:mikes@local633.org)
- A-6 Elevator Constructors Local 9  
[d.aaserud@local9.com](mailto:d.aaserud@local9.com)
- A-7 IBEW Local 294  
[busmgr294@gmail.com](mailto:busmgr294@gmail.com)
- A-8 Iron Workers Local 512  
[darrell@iron512.com](mailto:darrell@iron512.com)
- A-9 Laborers Local 1097  
[local@laborers1097.com](mailto:local@laborers1097.com)
- A-10 Millwrights Local 1348  
[wnordin@ncsrcc.org](mailto:wnordin@ncsrcc.org)
- A-11 Operating Engineers Local 49  
[edgulland@local49.org](mailto:edgulland@local49.org)
- A-12 Painters & Allied Trades Local 106  
[president@duluthbuildingtrades.com](mailto:president@duluthbuildingtrades.com)

- A-13 Plumbers & Fitters Local 589  
[lu589bm@UANET.ORG](mailto:lu589bm@UANET.ORG)
- A-14 Roofers Local 96  
[valocal96@yahoo.com](mailto:valocal96@yahoo.com)
- A-15 Sheet Metal Workers Local 10  
[dchristy@smw10.org](mailto:dchristy@smw10.org)
- A-16 Sprinkler Fitters Local 669  
[westby@mabeltel.coop](mailto:westby@mabeltel.coop)
- A-17 Teamsters Local 346  
[local@teamsters346.com](mailto:local@teamsters346.com)

**AGREEMENT TO BE BOUND**  
**PROJECT LABOR AGREEMENT**

The undersigned EMPLOYER agrees that it has reviewed a copy of the Project Labor Agreement for the \_\_\_\_\_ Project located in \_\_\_\_\_, Minnesota with the Iron Range Building and Construction Trades Council and further agrees to become a party to and bound to the foregoing Agreement.

Attest:

SIGNED FOR THE EMPLOYER:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Phone No., Job Site and/or Office

\_\_\_\_\_  
Fax No.

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

## SCHEDULE "A"

A-1	BOILMAKERS #647
A-2	BRICKLAYERS #1
A-3	CARPENTERS #606
A-4	CEMENT FINISHERS/PLASTERERS #633
A-5	ELECTRICIANS #294
A-6	ELEVATOR CONSTRUCTORS #9
A-7	GENERAL DRIVERS #346
A-8	INSULATORS #49
A-9	IRONWORKERS #512
A-10	LABORERS #1097
A-11	MILLWRIGHTS #1348
A-12	OPERATING ENGINEERS #49
A-13	PAINTERS #106
A-14	PLUMBERS & FITTERS #589
A-15	ROAD SPRINKLERFITTERS #669
A-16	ROOFERS #96
A-17	SHEET METAL #10