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SHPO

west virginia department of environmental protection

Office Abandoned Mine Lands & Reclamation
601 57th Street, SE – Box 20
Charleston, WV 25304-1234
Phone 304-926-0485 / Fax 304-926-0458

Joe Manchin III, Governor
Stephanie R. Timmermeyer, Cabinet Secretary
www.wvdep.org

April 5, 2005

Mr. Troy O. Body, Commissioner
Division of Culture and History
1900 Kanawha Blvd., E
Charleston, WV 25305-0300

Dear Mr. Body:

Please find enclosed an original signed Cooperative Agreement between our agencies regarding payment for services rendered by your agency pursuant to abandoned mine land reclamation and surface mine permit review.

If you need additional information or wish to discuss this further, do not hesitate to contact me.

Sincerely,

Charles J. Miller
Assistant Director

CJM/DD:sbh

cc: ✓ Joe Parker
Charlie Miller
Franci Engle
Mark Doyle

AGREEMENT

This tripartite *Agreement* is entered into this 9th day of March, 2005 to be effective March 9, 2005, by and between the Division of Mining and Reclamation (DMR), the Office of Abandoned Mine Lands and Reclamation (AML&R) within the Department of Environmental Protection, and the State Historic Preservation Office (SHPO) within the Division of Culture and History of the West Virginia Department of Education and the Arts.

1. Purpose

The DMR has the responsibility for processing all permit applications and related permitting actions for surface coal mining operation in the State.

The SHPO has the responsibility to review, comment, and make recommendations on such permitting and permit-related actions where such actions impact cultural or historic resources.

The AML&R has the responsibility for site selection, project planning, site development, and quality control for the reclamation of abandoned mine lands throughout the state.

The SHPO has the responsibility to review, comment and make recommendations on reclamation plans and related construction projects where such activities impact cultural or historic resources.

In pursuit of its responsibility, the SHPO has developed and maintains a database and inventory of cultural and historic sites throughout the state, which are listed or eligible for listing on the National and State Registers of Historic Places. It also maintains an inventory of archeological sites throughout the state. In addition to the listed and known sites of cultural and historic importance, there are other sites throughout the state, which may be eligible for listing on the historic registers or may be important archeological sites, which have not yet been identified.

The DMR and AML&R have only limited knowledge of such resources and are not privileged to the SHPO information because of the potential for vandalism or looting of such sites should such information become of public record. However, without some way of availing itself of this information, DMR, and AML&R cannot carry out their programmatic objectives.

The SHPO does not have the necessary financial resources and complete inventory information to provide, in a timely manner, the required review and comment on each permit application and project plan required of DMR and AML&R under state and federal law.

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Therefore, DMR and AML&R wish to enter into a contractual agreement to pay SHPO for performing such services at an agreed-upon annual rate through an interdepartmental transfer of funds. The services to be performed will be in accordance with the terms and conditions set forth below.

2. Scope

The SHPO will perform the functions necessary, including field investigations, to review permit applications for surface mining operations and for project plans on reclamation of abandoned mine lands in the state. Such functions will include the following:

- A. Provide DMR and AML&R with written findings of the existence of cultural and historic sites within the affected area or adjacent areas that are listed or eligible for listing on the National or State Registers of Historic Sites.
- B. Provide DMR and AML&R with written findings of the existence of known archeological sites within the affected area or adjacent areas.
- C. Provide DMR and AML&R with written findings of important cultural, historic, and archeological sites, including the results of any necessary field investigations, which may exist within the affected area or adjacent areas.
- D. Provide DMR and AML&R with written comments and recommendations on the appropriate actions that SHPO believes to be necessary to protect the subject sites or resources.
- E. Consult with DMR and AML&R with regard to appropriate actions to be taken to protect the site or resource, or to establish its existence.
- F. Written findings are to be delivered to DMR and AML&R in a timely fashion.

3. Terms and Conditions

The term of this *Agreement* is from the date this agreement is consummated forward. The terms and conditions of the *Agreement* may be amended upon mutual agreement of all parties. The total amount of payment can be changed by mutual agreement of all parties. This *Agreement* may be terminated within thirty days of written notice by any party.

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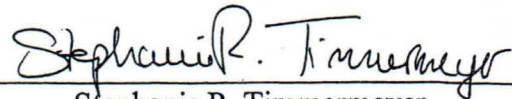
4. **Payment**

The DMR and AML&R will pay SHPO at an annual rate of eighty thousand five hundred (\$80,500) to be paid in increments of six thousand seven hundred eight dollars and thirty-three cents (\$6,708.33) monthly throughout the term of the *Agreement*. DMR will pay 50% of this rate and AML&R will pay 50%. Such payment will be through intergovernmental transfer of funds (IGT)

This *Agreement* is consummated and executed by the undersigned:

3-9-05

Date

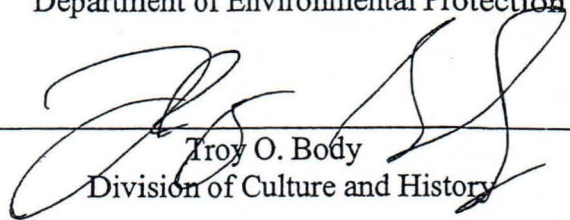


Stephanie R. Timmermeyer

Department of Environmental Protection

3-2-05

Date



Troy O. Body

Division of Culture and History