

2019 Abandoned Mined Land Pilot Project Agreement

This Abandoned Mined Land (AML) Pilot Project Agreement (Agreement) is hereby entered into by the Virginia Department of Mines, Minerals and Energy (DMME) and Russell County Reclamation, LLC (Subrecipient) for the purposes of documenting the agreement between the parties for Project Reclaim Phase II (Project) based on the following terms:

WHEREAS, the Subrecipient has submitted a complete application (Application [Attachment B]) under the Office of Surface Mining Reclamation and Enforcement's (OSMRE) AML Pilot Program Guidance for Project Eligibility (Attachment C); and

WHEREAS, the Application has been reviewed by the AML Pilot Advisory Committee and submitted to OSMRE for vetting; and

WHEREAS, OSMRE is satisfied with the concept of the Project and that it meets the intent of the AML Pilot program and has given DMME notice to move forward by the issuance of a Letter to Proceed with project development (Attachment D); and

WHEREAS, OSMRE has determined that the applicant is approved for Subrecipient status (Attachment E); and

WHEREAS, DMME under OSMRE's approval has authority to reimburse the Subrecipient out of the AML Pilot Grant for funds expended on Project Development Costs; and

WHEREAS, OSMRE's approval of NEPA documents prepared by the Subrecipient, OSMRE's subsequent issuance of a Finding of No Significant Impact (FONSI) and Authorization to Proceed (ATP) with construction, and DMME's approval of project plans are required to finalize a project contract between DMME and the Subrecipient;

NOW, THEREFORE, the parties hereto mutually agree as follows:

ARTICLE I. OBLIGATIONS OF SUBRECIPIENT

1. The Subrecipient agrees to be bound by the AML PILOT TERMS AND CONDITIONS (TERMS AND CONDITIONS) in their entirety as included as Attachment A.
2. The Subrecipient agrees to be responsive within 5 business days to DMME questions communicated appropriately and provided by email to the party noted in Article V. Notices.
3. The Subrecipient will submit invoices as directed by DMME for Project Development Costs as defined in Article III.

ARTICLE II. OBLIGATIONS OF DMME

1. DMME will continue in good faith toward the development of a project contract and a final OSMRE ATP.
2. DMME will reimburse Subrecipient for appropriate Project Development Costs within 30 days of receipt of documented invoices.

ARTICLE III. DEFINITION OF "PROJECT DEVELOPMENT COSTS"

1. Project Development costs may include preparation of construction plans, preparation of documents for National Environmental Policy Act (NEPA) and the Endangered Species Act (ESA) compliance, as well as other architectural, engineering, or legal services needed for the Project.

ARTICLE IV. PENALTIES

- 1. Failure to follow the TERMS AND CONDITIONS or any terms of this Agreement may result in any remedy as described in Section IV. Noncompliance of the TERMS AND CONDITIONS.

ARTICLE V. NOTICES

Any notice provided under this agreement shall be as follows:

DMME

Email to Lesa Baker (lesa.baker@dmme.virginia.gov)

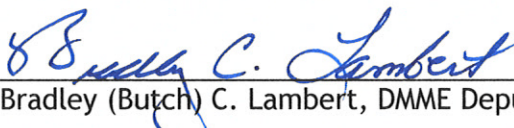
with copies to Clara Harris (clara.harris@dmme.virginia.gov)

Subrecipient

Email to KLARGE.CO@GMAIL.COM

with copies to JKM@HARBOURCOMPANY.COM

DMME


 Bradley (Butch) C. Lambert, DMME Deputy Director

8/4/20
 Date

SUBRECIPIENT


 Signature of Authorized Representative

Manager
 Title

KEVIN LARGE
 Printed Name of Authorized Representative

7/20/20
 Date