

STATEMENT OF PRINCIPLES

AMONG THE

COMMONWEALTH OF KENTUCKY

Environmental and Public Protection Cabinet

AND

COMMONWEALTH OF VIRGINIA

Secretary of Natural Resources

AND

STATE OF WEST VIRGINIA

Department of Environmental Protection

For Shared Watershed Improvement and Protection
for the
Big Sandy River Basin

THIS STATEMENT OF PRINCIPLES (SOP) is made and entered into this _____ day of _____, 2007 by and among the Commonwealth of Kentucky, the Environmental and Public Protection Cabinet, with an address of 500 Mero Street, 5th Floor, Capital Plaza Tower, Frankfort, KY 40601, hereinafter known as “the Cabinet”; the Commonwealth of Virginia, the Secretary of Natural Resources, with an address of 1111 East Broad Street, Patrick Henry Building, Richmond, VA 23219 hereinafter known as “the Secretary”; and the State of West Virginia, Department of Environmental Protection, with an address of 601 57th Street, SE, Charleston, WV 25304, hereinafter known as “WVDEP”.

WITNESSETH:

WHEREAS, the Commonwealth of Kentucky, the Commonwealth of Virginia and the State of West Virginia share political boundaries; and,

WHEREAS, the Commonwealth of Kentucky, the Commonwealth of Virginia, and the State of West Virginia are signatories to the Ohio River Valley Water Sanitation Compact; and,

WHEREAS, the Ohio River Valley Water Sanitation Compact pledges the signatory states to “faithful cooperation in the control of future pollution in and abatement of existing pollution from the rivers, streams and water in the Ohio River Basin”; and,

WHEREAS, the Big Sandy River Basin includes land and streams within all three states' borders; and,

WHEREAS, the Cabinet, the Secretary and WVDEP have the interest of protecting all waters within their jurisdiction and recognize that cooperative efforts between these sovereign states will promote the improvement of water quality along their shared borders and enhance the protection of these waters; and,

WHEREAS, the Cabinet, the Secretary and WVDEP recognize that restoring water quality and the avoidance of future pollution in interstate streams can be significantly enhanced through interstate cooperation; and,

WHEREAS, the Cabinet, the Secretary and WVDEP seek to promote interstate cooperation to better protect and improve the quality of waters of the Big Sandy River Basin, promote restoration and assessment of water quality in interstate rivers and streams and increase efficiency in and understanding of each state's environmental departments; and,

WHEREAS, this agreement is supported by the Big Sandy River Basin Coalition, Inc., a tri-state 501(c)(3) nonprofit watershed group interested in improved water quality of the Big Sandy River Basin.

NOW, THEREFORE, in consideration of the foregoing, the Cabinet, the Secretary and WVDEP hereby agree as follows:

1. AGREEMENT OF THE CABINET

1.1 The Cabinet shall undertake the following:

- cooperate with the Secretary and WVDEP in the best interest of the Big Sandy River Basin to protect and improve the water quality of this tri-state watershed;
- share data when available on this tri-state basin;
- seek joint funding;
- share resources on joint projects;
- participate in joint meetings with the Secretary and WVDEP as appropriate; and,
- extend efforts with the Secretary and WVDEP to cooperate with other federal, state, local and non-government parties as interested in this tri-state basin.

1.2 The Cabinet is not committed to allocating a specific amount of funding for the purposes of this SOP. Rather, the Cabinet may allocate funding as a result of this SOP at the Cabinet's discretion.

1.3 For the purposes of this agreement the Cabinet shall focus on projects in the Big Sandy River Basin that improve water quality and meet federal requirements in cooperation with the Secretary and WVDEP. The parties agree from time to time to review proposals for joint projects submitted by interested persons.

2. AGREEMENT OF THE SECRETARY

2.1 The Secretary shall undertake the following:

- cooperate with the Cabinet and WVDEP in the best interest of the Big Sandy River Basin to protect and improve the water quality of this tri-state watershed;
- share data when available on this tri-state basin;
- seek joint funding;
- share resources on joint projects;
- participate in joint meetings with the Cabinet and WVDEP as appropriate; and,
- extend efforts with the Cabinet and WVDEP to cooperate with other federal, state, local and non-government parties as interested in this tri-state basin.

2.2 The Secretary is not committed to allocating a specific amount of funding for the purposes of this SOP. Rather, the Secretary may allocate funding as a result of this SOP at the Secretary's discretion.

2.3 For the purposes of this agreement the Secretary shall focus specifically on projects in the Big Sandy River Basin that improve water quality and meet federal requirements

in cooperation with the Cabinet and WVDEP. The parties agree from time to time to review proposals for joint projects submitted by interested persons.

3. AGREEMENT OF WVDEP

3.1 WVDEP shall undertake the following:

- cooperate with the Cabinet and the Secretary in the best interest of the Big Sandy River Basin to protect and improve the water quality of this tri-state watershed;
- share data when available on this tri-state basin;
- seek joint funding;
- share resources on joint projects;
- participate in joint meetings with the Cabinet and the Secretary as appropriate; and,
- extend efforts with the Cabinet and the Secretary to cooperate with other federal, state, local and non-government parties as interested in this tri-state basin.

3.2 WVDEP is not committed to allocating a specific amount of funding for the purposes of this SOP. Rather, WVDEP may allocate funding as a result of this SOP at WVDEP's discretion.

3.3 For the purposes of this agreement WVDEP shall focus specifically on projects in the Big Sandy River Basin that improve water quality and meet federal requirements in cooperation with the Cabinet and the Secretary. The parties agree from time to time to review proposals for joint projects submitted by interested persons.

4. COSTS INCURRED

4.1 The parties to this SOP shall be solely responsible for any costs incurred in implementing this SOP, and no party shall have any claim against the other parties for reimbursement of such costs.

5. TERM OF AGREEMENT

5.1 This SOP shall be effective when signed by all parties.

5.2 All parties shall be in agreement to any additions or modification of this SOP.

6. ASSURANCES

6.1 Each party to this SOP shall comply with all applicable statutes of the federal government and of that party's state, including but not limited to statutes relating to nondiscrimination and ethics.

6.2 Each party represents and warrants, by the signatures of its duly appointed representatives, that it is legally entitled to enter into this SOP and will not be violating, directly or indirectly, any of its conflict of interest statutes by entering into this SOP. The parties further represent and warrant that they have no conflict of interest, in any manner or degree, with the performance of this SOP. The parties further represent and warrant that no persons having any conflict of interest shall be employed to assist in performing any projects arising out of this SOP.

7. CANCELLATION

7.1 Any party may cancel this SOP at any time for cause or may cancel without cause on thirty days' written notice.

8. MISCELLANEOUS PROVISIONS

8.1 The headings set forth in this SOP are for convenience of reference only, and the words contained therein shall in no way be intended to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this SOP.

8.2 This SOP sets forth the entire understanding of the parties with respect to the subject matter hereof and may be modified only by a written instrument duly executed by each of the parties hereto.

8.3 All notices, requests, demands, waivers, and other communications given as provided in this SOP shall be in writing, sent by First Class Mail, deemed effective upon mailing, and addressed as follows:

If to the Cabinet: Secretary
Kentucky Environmental and Public Protection Cabinet
Office of the Secretary
500 Mero Street, 5th Floor, Capital Plaza Tower
Frankfort, KY 40601

If to the Secretary: Secretary of Natural Resources
Commonwealth of Virginia
P.O. Box 1475
Richmond, VA 23218

If to the WVDEP: Secretary
West Virginia Department of Environmental Protection
601 57th Street
Charleston, WV 25304

8.4 Any party to this SOP may change the address at which it is to receive notices, requests, demands, waivers, and other communications, on the condition that party first provides written notice of that change of address to the other parties.

8.5 Nothing in this SOP shall be interpreted as guaranteeing the rights of any person, organization or governmental agency other than the parties to this SOP.

8.6 This SOP may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. It shall not be necessary that any single counterpart hereof be executed by all parties hereto so long as at least one counterpart is executed by each party.

IN WITNESS WHEREOF, the Cabinet, the Secretary and WVDEP have executed this SOP as of the date first above written.

AGREED TO BY:

KENTUCKY ENVIRONMENTAL AND PUBLIC PROTECTION CABINET

_____ Date: _____
Teresa J. Hill, Secretary

COMMONWEALTH OF VIRGINIA'S SECRETARY OF NATURAL RESOURCES

_____ Date: _____
L. Preston Bryant, Jr., Secretary

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION

_____ Date: _____
Stephanie R. Timmermeyer, Cabinet Secretary