

August 21, 2018

Ms. Jerolyn Deplazes
Preserve Newport Historic Properties
291 Seven Oaks Road
Newport, VA 24128

Dear Ms. Deplazes:

Mountain Valley Pipeline (Mountain Valley) is continuing to implement the approved Greater Newport Rural Historic District Treatment Plan. In a letter dated March 13, 2018, the Federal Energy Regulatory Commission (FERC) directed Mountain Valley to identify a suitable organization to accept and manage the Newport Community Center and Park Preservation Fund (Fund) that will be created by Mountain Valley as part of the approved treatment plan. The Fund, in the amount of \$500,000, is to be used for the purpose of restoring and preserving the Newport Community Center and Park or another historic structure in the Greater Newport Rural Historic District. Giles County officials and others suggested that Preserve Newport Historic Properties may be the best suited for administering the Fund.

Attached to this document is a Terms and Conditions agreement that more specifically details how the Fund is to be used. Upon executing the agreement and creating the Fund, Mountain Valley will have no further involvement in how the funds are used by the managing organization.

Please let me know as soon as possible if Preserve Newport Historic Properties is willing to administer the Fund in accordance with the conditions in the agreement and I will provide you with a revised version for execution that identifies Preserve Newport as the fund administrator. Mountain Valley will then proceed to issue the agreed upon funding to you. I can be reached at mneylon@eqt.com or 724-873-3645. We look forward to working with you to restore and preserve the Newport Community Center and Park.

Sincerely,



Megan E. Neylon
Senior Environmental Coordinator

Attachment

Cc: Paul Friedman, FERC
Roger Kirchen, VDHR
Richard Chidester, Giles County
Matt Eggerding, EQT
Justin Curtis, AquaLaw
Evelyn M. Tidlow, GAI

**NEWPORT COMMUNITY CENTER AND PARK
PRESERVATION FUND
TERMS AND CONDITIONS**

RECITALS

A. Mountain Valley Pipeline, LLC (Mountain Valley) obtained a Certificate of Public Convenience and Necessity from the Federal Energy Regulatory Commission (FERC) pursuant to Section 7(c) of the Natural Gas Act authorizing it to construct and operate the proposed Mountain Valley Pipeline Project (Project) located in 17 counties in West Virginia and Virginia, including Giles County.

B. FERC is the lead federal agency for compliance with the National Environmental Policy Act and Section 106 of the National Historic Preservation Act (NHPA) for this undertaking.

C. Through the Section 106 process, it has been determined that the Project will have an Adverse Effect on the Greater Newport Rural Historic District (District).

D. A Revised Historic Property Treatment Plan (Treatment Plan) has been developed to document and implement mitigation measures to avoid, minimize, and compensate for effects on the District.

E. As a compensatory mitigation measure, the Treatment Plan provides for the establishment of a Newport Community Center and Park Preservation Fund (Fund) in the amount of \$500,000, to be funded by Mountain Valley and dedicated to the restoration and preservation of the Newport Community Center and Park (formerly the Newport High School and Agriculture Building) (contributing resource DHR#035-0412-0065 and 0066) (Historic Structure), an important contributing resource within the District.

F. These Newport Community Center and Park Preservation Fund Terms and Conditions (Terms and Conditions) have been prepared for the purpose of ensuring that the Fund is used solely for the purpose of providing mitigation for the identified adverse effect to the District in a manner that is consistent with the requirements and objectives of the NHPA.

G. The Giles County Board of Supervisors (County), a consulting party, has been selected as the appropriate party to administer the Fund in continuing consultation with the Virginia Department of Historic Resources (DHR).

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which the County acknowledges, County agrees as follows:

1. Consent to Be Bound to these Terms and Conditions. The County covenants, promises, and agrees that it shall hereby be bound by these Terms and Conditions, including without limitation any and all conditions or limitations pertaining to receipt and use of funds.

2. Restoration and Preservation of Historic Structure. Except as stated in Paragraph 4, the Fund shall be used solely for purposes related to the restoration and preservation of the Historic Structure in a manner that is not materially inconsistent with the Secretary of Interior's *Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings* and will not cause any adverse effects to the resource.

3. Continuing Consultation with DHR. The County shall administer the Fund in consultation with DHR. Consultation shall mean, at a minimum, that in advance of commencing any study, restoration, construction, or other work using moneys from the Fund, the County shall inform DHR in writing of its plans and give due consideration to the views and opinions of DHR.

4. Substitution for Historic Structure. The County may, in its discretion, use all or a portion of the moneys from the Fund for the restoration or preservation of one or more different historic structures, provided that (i) any such substitute historic structure is a contributing resource to the District and (ii) DHR has been consulted on the substitution.

IN WITNESS WHEREOF, County has caused these Terms and Conditions to be signed its behalf by the undersigned.

GILES COUNTY BOARD OF SUPERVISORS

Name: _____

Title: _____

Date: _____