



**AMERICAN  
RESOURCES  
GROUP, LTD.**

EI-1080

**127 North Washington Street  
Carbondale, Illinois 62901  
Phone: 618/529-2741  
Fax: 618/457-5070  
email: archaeology@argltd.com**

June 14, 2004

Ms. Jo Carole Dawkins  
Dawkins Environmental Consultants  
P.O. Box 845  
63 Pine Street  
Springville, AL 35146

RE: Signed Scope of Work and Disclosure Statement for the Ameren Coffeen Railroad Project. IHPA Log #053031504. ARG CRM 1322.

Dear Ms. Dawkins:

Enclosed please find the documents for a Phase I cultural resource survey and assessment for the above referenced project. We have received the necessary maps and aerial photographs from Ameren's engineering consultants, Design 9. Also the records check has been completed at IHPA. We have a call into Mr. John Cook, Ameren's real estate consultant to learn the status of property access. As soon as we have a block of right of way available we will begin field investigations.

We look forward to working with you and the successful completion of the project. Please call if you have any questions.

Sincerely,

Steve Titus, Vice President

ST:lrr

Enclosures

*Jo Carole Dawkins*  
Environmental Consulting

June 10, 2004

Mr. Steve Titus  
American Resources Group, Ltd.  
127 No. Washington  
Carbondale, IL 62901

Dear Mr. Titus:

Dawkins Environmental Consultants have been engaged by Ameren Energy Generating Company (on behalf of its railroad subsidiary the Coffeen and Western Railroad Company) (collectively "Ameren") as a "third-party" consultant ("Contractor") in developing the Surface Transportation Board's ("STB") draft environmental document (either an Environmental Impact Statement or Environmental Assessment) (the "Environmental Document") for the proposed Ameren rail line construction between Coffeen and Walshville, Illinois (the "Project"), as set forth in the Memorandum of Understanding among Ameren, Contractor and the STB ("MOU") attached hereto as Attachment A. As part of the Environmental Document, Contractor is required to develop a cultural resources analysis on the Project area that will include an archaeological survey ("Analysis"). Contractor desires to hire American Resources Group, Ltd. ("ARG") as a subcontractor to develop and perform the Analysis, in accordance with the terms and conditions of the MOU and this letter ("Letter Agreement").

- A. Analysis. The purpose of the Analysis is to determine if prehistoric or historic resources are present within the Project area. The Analysis is required under the National Historic Preservation Act of 1966. As of January 1, 1990, the State Agency Historic Resources Preservation Act requires the same for all private or public undertakings involving state agencies. It is the responsibility of federal and state agencies to ensure the protection of historic resources and the State Historic Preservation Office ("SHPO") regulates this effort. In Illinois, the SHPO is part of the Illinois Historic Preservation Agency ("IHPA").
- B. Scope of Work. The basic tasks for which ARG shall be responsible in developing the Analysis are as follows:

P.O. Box 845 ~ 63 Pine Street ~ Springville, AL 35146  
Telephone (205) 467-6034  
FAX (205) 467-2964  
jdawkins@alltel.net

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1. Make an examination of the written records, such as county plat books, published and unpublished archaeological reports, state site files, etc.
  2. Perform a field investigation of the Project area, including both Route A and Route B, in order to determine if prehistoric or historic resources are present. This process of resource identification is called Phase I Survey. See April 13, 2004 letter from the Illinois Historic Preservation Agency attached as Attachment B.
  3. If desired by the STB, meet with its Section of Environmental Analysis ("SEA") to discuss the issues to be treated in the Analysis.
  4. Assist Contractor, if necessary, in the Section 106 consultation process required by the SEA concerning the Project.
  5. Meet with Contractor and/or the SEA as needed to discuss the Analysis.
  6. Following the review and concurrence of the draft document by SEA and the Contractor, submit the required number of bound copies of the document to the STB and the IHPA. All documents shall reflect the "IHPA Log # 053031504" on at least the cover page. See Attachment B. To facilitate electronic transfer of materials to the Contractor and STB, should that be needed, the document should be prepared using WordPerfect for Windows.
  7. Assist the SEA as called upon in developing its response to any comments received upon the Analysis following its issuance to the public.
  8. In the event that any public hearings are held on the Analysis, to serve as an expert witness regarding the preparation of the Analysis.
- C. SEA Control. ARG understands and agrees that its work will be performed under the direction, control, supervision and approval of SEA and Contractor. ARG shall not disclose the results of its Analysis to Ameren without SEA's express authorization. Should there be any conflict between the direction, control, supervision and approval between SEA and Contractor, SEA's actions shall prevail.
- D. ARG's Representations. Pursuant to Section III.C. of the MOU, ARG hereby represents, that: (1) ARG does not and shall not have any financial or economic interest in Ameren or the Petition referenced in the MOU, except for payment for services rendered in connection with the preparation of all required environmental documentation, and except for services rendered pursuant to other agreements not prohibited by the MOU, and (2) there is no agreement between Ameren or any other party and ARG regarding future employment or awarding of contracts that is contingent upon ARG's performance under this Letter Agreement and the MOU. ARG has executed a disclosure statement as

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mandated by the regulations of the Council on Environmental Quality ("CEQ") (40 C.F.R. 1506.5(c)) and will submit such statement to the STB, a blank copy of which is attached hereto as Attachment C. It is understood that ARG has not done any environmental analysis related to the Petition referenced in the MOU for Ameren or any other party and, therefore, can be retained as independent third party subcontractor.

The disclosure statement attached as Attachment C must be signed and returned to Contractor with the signed copy of this Letter Agreement. In addition, the original signed copy of the disclosure statement must be sent to:

Ms. Victoria Rutson, Chief  
Section of Environmental Analysis  
Surface Transportation Board  
STB Finance Docket No. 34435  
1925 K Street, NW  
Washington, DC 20423-0001

- E. Restrictions On Other Work: ARG's Responsibilities. ARG agrees to perform all work in a cost-effective manner. ARG also agrees to undertake the responsibilities and abide by the restrictions provided in Sections III.D. and IV, as it relates to cultural/historical resources, of the MOU, which are incorporated herein by reference. Pursuant to Section IV.C.(2), ARG shall provide its communications log to Contractor on a monthly basis, in WordPerfect for Windows, in a format to be supplied by Contractor. ARG further agrees to comply with the confidentiality obligations provided in Section V and elsewhere in the MOU, which are also incorporated herein by reference.
- F. Property Access. ARG may contact Ameren or its hired representative directly in order to obtain the necessary property access and needed maps, photos and other information necessary to accurately locate the proposed rail right-of-way boundaries and access to property for the performance of the Analysis.
- G. Costs: Expenses. The costs and expenses incurred by ARG in performing the Analysis shall be borne by Ameren. ARG and Ameren will enter into a separate agreement in order to establish the payment terms for such performance, e.g., hourly rate, expenses, etc. ARG shall invoice Ameren on a monthly basis. Invoices shall be sent to:

Mr. Glennon Hof  
Coal Transportation Director  
Ameren Energy Fuels & Services  
P.O. Box 66149, MC 611  
St. Louis, MO 63166-6149

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Such separate agreement shall provide that Ameren will not withhold for income or social security taxes and ARG will pay such taxes directly to the appropriate taxing authority. Similarly, Ameren will not provide to ARG workers' compensation benefits or any form of insurance or other fringe benefits customarily furnished employees.

- H. Indemnification. ARG agrees to defend, indemnify, and hold harmless Contractor Ameren, STB, and their related companies, and their shareholders, directors, officers, partners, employees, and agents (the "Indemnities") from and against any claim, loss, damage, expense or liability (including reasonable attorneys' fees, and costs of any successful enforcement of this Section H by an Indemnity) caused by, or for purposes of ARG's defense obligation, alleged by a third party to be caused by the negligent acts, errors or omissions of ARG or its subcontractors, or their employees or agents. This indemnification only applies to claims, losses, damages, expenses or liabilities resulting from physical injury or damage to persons or property caused by ARG's acts or omissions and specifically does not apply to any claim, loss, damage, expense or liability caused by, or alleged by a third party to be caused by the content of the Analysis or any other documentation prepared by ARG in performing the work covered by this Letter Agreement.
- I. Independent Contractor. ARG shall act as an independent contractor having responsibility for, and control over, the means and details of performing the Analysis, and not as an employee or agent of Contractor, STB nor Ameren.
- J. Disputes. ARG and Contractor agree to be bound by the dispute resolution provisions of Section VIII of the MOU, which are incorporated herein by reference.
- K. Termination. ARG and Contractor agree to be bound by the nonperformance and termination provisions of Section IX of the MOU which are incorporated herein by reference, as if in Section IX only with respect to this provision that "Contractor" applies to ARG herein.
- L. Conflict with MOU. Should there be any conflict between this Letter Agreement and the MOU, the provisions of the MOU shall prevail, and ARG and Contractor shall amend this Letter Agreement to remove such conflict to the extent permitted by applicable law.

Please indicate your agreement with the terms and conditions of this Letter Agreement by signing and dating as provided below.

Sincerely,

**Dawkins Environmental Consultants**

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Jo Carole Dawkins  
Jo Carole Dawkins

Title: Principal

Date: 6-10-04

ACCEPTED AND AGREED BY:

**American Resources Group, Ltd.**

By: Steve Titus

Name: Steve Titus

Title: Vice President / Principal Investigator

Date: 6-14-04

# SURFACE TRANSPORTATION BOARD

## DISCLOSURE STATEMENT

On behalf of American Resources Group, Ltd. ("ARG"), I certify that ARG has no financial or other interests in the outcome of the prospective petition in STB Finance Docket 34435, Ameren Energy Generating Company - Construction and Operation Exemption - In Coffeen and Walshville, Illinois.

Signed: Steve Titus

Steve Titus

Title: Vice President/Principal Investigator

Date: 6-14-04