

PARTICIPATION AGREEMENT
FOR THE CLEANS STREAMS FOUNDATION, INC. TRUST

This Participation Agreement ("Participation Agreement") entered into this 23 day of September, 2003, by and between TRAVELERS CASUALTY AND SURETY COMPANY, ("Travelers"), a Connecticut corporation, with its principal place of business at One Tower Square, Hartford, CT 06183, ACE-INA ("ACE-INA") with a Philadelphia address at 1601 Chestnut Street, Philadelphia, PA 19101, AMERICAN INSURANCE COMPANY ("AIC"), with an Atlanta address of P.O. Box 740010, Atlanta, GA 30374, MANOR MINING AND CONTRACTING CORP., ("Manor"), a Pennsylvania corporation, with an address of P.O. Box 368, Bigler, PA 16825, AL HAMILTON CONTRACTING COMPANY ("Al Hamilton"), a Pennsylvania Corporation with a business address of R.D. 1, Box 87, Woodland, PA 16881 (collectively, the "Participants") and the CLEAN STREAMS FOUNDATION, INC. ("Trustee" or "Foundation"), a Pennsylvania nonprofit corporation, with its registered place of business at 160 North McKean Street, Kittanning, Pennsylvania 16201 .

WHEREAS, the Participants wish to provide funds or other assets and/or financial guarantees to assure that funds will be available in the future for the operation of certain treatment systems, for the prevention of pollution, and for the protection of natural resources; and

WHEREAS, the Trustee has established through a Declaration of Trust, dated April 7, 2001, a Trust which purpose is to help assure that funds are available to the Commonwealth of Pennsylvania in the future to operate and maintain treatment systems, to prevent pollution, and to protect natural resources from the adverse impacts of untreated discharges into waters of the Commonwealth (the "Trust"); and

WHEREAS, the Trustee has agreed and is willing to accept the Participants' funds and guarantees and perform the duties as are required to be performed pursuant to this Participation Agreement and the Declaration of Trust; and

NOW THEREFORE, in consideration of the foregoing and of the mutual promises and undertakings of the parties as set forth herein, and with the intention of being legally bound hereby, the parties agree as follows:

ARTICLE ONE

DEFINITIONS

§1.1 The "Consent Decree" means the Agreement entered by the Commonwealth Court of Pennsylvania at Docket No. 441 M.D. 2002 by and between Al Hamilton Contracting Company, Bradford Coal Company, Manor Mining and the Commonwealth of Pennsylvania, Department of Environmental Protection.

§1.2 The "Department" means the Pennsylvania Department of Environmental Protection, and its successor if any, which is the governmental agency with responsibilities related to the administration of the water pollution control and mining reclamation programs in Pennsylvania.

§1.3 "Operate" means, but is not limited to, the operation, maintenance, improvement, and replacement of the currently existing and functioning treatment facilities approved by the Department and any other facilities which may be required in the future.

§1.4 "Participant(s)" means one or more individuals, organizations, or corporations that have elected to participate in the Trust pursuant to a Participation Agreement entered into between the Participant(s) and the Foundation, for purposes of providing funds and/or financial guarantees to assure that funds will be available in the future for the operation of certain treatment systems, for the public purpose of prevention or abatement of pollution, and

for the protection of natural resources, the environment, and the health and welfare of the public.

§1.5 “Treatment Systems” means those certain treatment systems and activities which are more particularly described in a Participation Agreement for which a Participant or Participants have provided funds and/or financial guarantees to be held in trust by the Foundation as an alternate financial assurance mechanism which provides for the sound future treatment of discharges for the public purpose of protecting the environment and the health and welfare of the public.

§1.6 “Trustee” means the Foundation acting as trustee under the terms and provisions of this Declaration of Trust and a Participation Agreement entered into with a Participant or Participants.

ARTICLE TWO

PARTICIPATION IN THE TRUST

§2.1 The Participants agree to provide certain funds, assets, and/or financial guarantees to be held by the Trustee for purposes of assuring that funds are available in the future for the operation of certain treatment systems, for the prevention of pollution, and for the protection of natural resources; which systems are more particularly described in Exhibit “A” attached hereto (hereinafter “Treatment Systems”).

§2.2 The Trustee agrees to establish within the Trust Fund a Sub-Account designated as “Sub-Account For Al Hamilton Contracting Company, Bradford Coal Company, Manor Mining and Contracting Corp.” (“Sub-Account”).

§2.3 The Participants agree to make total contributions or transfers to the Trust as agreed upon between the Participants and the Department pursuant to a Consent Order and

Agreement between the Department, and the Participants ("CO&A"), which is attached hereto as Exhibit B.

§2.4 Travelers agrees to make a payment or transfer to the Trust of \$2,589,559 within thirty (30) days of execution of this Participation Agreement; ACE-INA agrees to make a payment or transfer to the Trust of \$848,880 within thirty (30) days of execution of this Participation Agreement; AIC agrees to make a payment or transfer to the Trust of \$234,000 within thirty (30) days of execution of this Participation Agreement. Payment or transfer of these funds is the only obligation that Travelers, ACE-INA or AIC has under this Agreement.

§2.5 Manor agrees to transfer the coal reserves and mining rights, as described in Exhibit B to the Trust within ninety (90) days of execution of this Participation Agreement. Al Hamilton agrees to make payments to the Trust provided for in paragraphs 3.a.1. and 3.b of the Consent Decree.

§2.6 Any payments made by any Participants or on its behalf to the Trustee for deposit into the Trust shall consist of cash, bank checks, bank wire transfers, negotiable instruments, or other property acceptable to the Trustee. The Trustee shall have no responsibility for the amount or adequacy of such payment, but the Trustee shall notify the Department in writing of any deficiencies in the payments agreed to be made by any of the Participants whenever the Trustee has knowledge of such deficiencies.

ARTICLE THREE

ADMINISTRATION

§3.1 The principal of the Sub-Account shall consist of:

(a) The payments or transfers to the Trustee made by the Participants pursuant to this Agreement for said Sub-Account.

(b) Such payments from time to time and at any time to the Trustee as such may be directed by the Department pursuant to any agreement between the Department and the Participants.

(c) Cash, funds or property transferred from any person to the Trustee and accepted by the Trustee for said Sub-Account.

(d) Any proceeds from surety bonds which are transferred to the Trustee for said Sub-Account.

(e) All investments, reinvestments, assets or proceeds attributable to or derived from the foregoing items in this §3.1.

(f) All earnings, accretions and profits received with respect to the foregoing items in this §3.1.

§3.2 The Trustee shall hold and administer the funds of the Sub-Account in accordance with the terms and conditions of the Declaration of Trust.

§3.3 The Trustee shall distribute such amounts from the Sub-Account as the Department shall direct pursuant to the CO&A or to pay for the operation of the Treatment System or Treatment Systems. This amount shall be paid to a third party administrator to the Trust, who shall be responsible for paying the costs of operating the Treatment System in accordance with any instructions that may be issued by the Department in relation thereto.

§3.4 The Participants understand that the Trust is intended to be categorized, for federal and state income tax purposes, as a charitable trust in accordance with and under the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and any implementing regulation cited therein or any corresponding successor provision.

§3.5 The Participants hereby adopt the Declaration of Trust as the document which governs the administration of this Participation Agreement and the Sub-Account and direct

the Trustee to hold and administer the Sub-Account in accordance with the terms and conditions of the Declaration of Trust. The Participants acknowledge that the Commonwealth of Pennsylvania acting through the Department is the legal beneficiary of the Trust and has all rights of a beneficiary under the law, as well as the rights granted under the Declaration of Trust. The Department shall have access to the Trust as provided therein.

§3.6 The funds in the Sub-Account and any other property held by the Trustee pursuant to this Participation Agreement shall not be subject to assignment, alienation, pledge, attachment, garnishment, sequestration, levy or other legal process, either voluntary, involuntary or by operation of law, by, on behalf of, or in respect of the Participants and shall not be subject or applied to the debts, obligations or liabilities of the Participants, including, without limitation, any direct action or seizure by any creditor or claimant under any writ or proceeding at law or in equity. Furthermore, the Participants shall have no legal title to any part of the Trust Fund, and it is the intention of the parties to this Participation Agreement that the Participants' entry into the Trust shall extinguish and remove all of Participants' interest in the Trust from Participants' estate under the Bankruptcy Code or similar laws.

§3.7 Except as otherwise provided in this Participation Agreement, all payments made to the Trustee or deposits into the Trust by the Participants shall be irrevocable once made, and upon delivery thereof by the Participants, all interest of the Participants therein shall cease and terminate, and no part thereof, nor any income therefrom, shall be used for or devoted to purposes other than for the exclusive benefit of the Department and the Trust as provided herein.

§3.8 Any payments made by the Participants or on their behalf to the Trustee for deposit into the Trust shall consist of cash, bank checks, bank wire transfers or other negotiable instruments acceptable to the Trustee. The Trustee shall have no responsibility for

the amount or adequacy of such payment, but the Trustee shall notify the Department of any deficiencies in the payments agreed to be made by the Participant whenever the Trustee has knowledge of such deficiencies.

§3.9 The Trustee shall at least quarterly furnish the Participants a statement providing an accounting of all transactions involving the Sub-Account and confirming the value of the Sub-Account. Such statement shall value Trust investments at market value which shall be that market value determined not more than thirty (30) days prior to the date of statement.

§3.10 The Trustee shall be responsible for the keeping of all appropriate books and records relating to the receipt and disbursement of all moneys and assets under this Agreement. The Trustee shall also cause to be prepared all income tax or information returns required to be filed with respect to the Trust and shall execute and file such returns.

ARTICLE FOUR

AMENDMENTS

§4.1 This Participation Agreement may be amended by an instrument in writing, executed by all of the Participants and the Trustee, with the consent and acknowledgment of the Department, or by the Trustee and the Department in the event the Participants cease to exist or default, but during the existence of the Participants any amendment under this paragraph cannot in any manner affect the irrevocable nature of the Trust.

ARTICLE FIVE

NOTICES

§5.1 All notices, inquiries, directions or other written communications made or given pursuant to the Trust shall be given to the Participants, the Department and the Trustee by certified mail, return receipt requested, addressed to the following addresses, and shall be

deemed to be received upon the earlier of the date of signed receipt of the certified mailing or seven (7) days following the date of mailing:

Participant:	Travelers Casualty and Surety Company	ACE-INA
	Attn: Frank Caufield	Attn: Henry R. Minissale, Esq.
	Surety Claims Manager	1601 Chestnut Street
	One Tower Square	Two Liberty Place
	Hartford, CT 06183	Philadelphia, PA 19101-1484

With a copy to:

William T. Gorton III, Esq.
Stites & Harbison PLLC
250 W. Main Street, Suite 2300
Lexington, KY 40507

American Insurance Company
Attn: Robert Craton
P.O. Box 740010
Atlanta, GA 30374-0010

With a copy to:

J. Michael McCague, Esq.
Griffith McCague & Fermsler P.C.
Suite 3626, Gulf Tower
707 Grant Street
Pittsburgh, PA 15219

Participants: Manor Mining and Contracting Corp. and
Al Hamilton Contracting Corp.
Attn: C. Alan Walker, President
P.O. Box 368
Bigler, PA 16825

With a copy to:

Stanley R. Geary, Esq.
110 Ontario Court
Gibsonia, PA 15044-8018

and

William Kriner, Esq.
P.O. Box 1425
Clearfield, PA 16830

Trustee: Clean Streams Foundation, Inc.
c/o Jack J. Steiner, Esq.
160 North McKean Street
Kittanning, Pennsylvania 16201

With a copy to:

Clean Streams Foundation, Inc.
c/o Dean K. Hunt, Esq.
520 West Short Street
Lexington, Kentucky 40507-1252

Beneficiary: Pennsylvania Department of Environmental Protection
Director, Bureau of Mining and Reclamation
Fifth Floor, Rachel Carson Building
400 Market Street
Harrisburg, PA 17105-8461

§5.2 Any change in the above addresses shall be made by giving notice to all parties to this Participation Agreement.

ARTICLE SIX

DISPUTES

§6.1 In the event of any dispute between the parties, the parties agree to attempt to resolve the dispute through negotiation or a method of alternative dispute resolution. No litigation shall be commenced without a certification by an authorized officer, employee, or agent of any party that the dispute cannot be resolved by negotiation or alternative dispute resolution provided in writing at least 20 days before commencing legal action.

§6.2 A party receiving such notice shall have 10 days after receipt of said notice to demand that said dispute be resolved by binding arbitration. If arbitration is requested, the dispute shall be resolved in accordance with the arbitration rules of the American Arbitration Association then in effect without regard to the date of execution of this Agreement.

ARTICLE SEVEN

CONSTRUCTION

§7.1 As used in this Agreement, words in the singular include the plural and words in the plural include the singular. Words used in this Agreement shall be given the meaning set forth in the Declaration of Trust, or in the absence of a definition therein, their plain and

ordinary meaning, except that, words used in a financial or investment context that are terms of art shall be given their commonly accepted meaning when used in the context of financial services and investment practices. The headings of each section of this Agreement are for descriptive purposes only and shall not affect the interpretation or legal efficacy of this Agreement.

§7.2 Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability. Such prohibition or unenforceability shall not invalidate the remaining provisions hereof; nor shall such prohibition or unenforceability in a jurisdiction render any provision invalid or unenforceable in any other jurisdiction.

§7.3 All covenants and agreements contained herein shall be binding upon and inure to the benefit of the Participants, the Department and the Trustee, as well as their successors and assigns. Similarly, any request, notice, direction, consent, waiver or other writing or action taken by the Participants, the Department or the Trustee shall bind their successors and assigns.

§7.4 This Agreement shall be construed and governed in all respects in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers or representatives duly authorized and their corporate seals to be hereunto affixed and attested as of the date first written above.

PARTICIPANT:

TRAVELERS CASUALTY AND SURETY COMPANY

By _____

Its _____

provisions hereof; nor shall such prohibition or unenforceability in a jurisdiction render any provision invalid or unenforceable in any other jurisdiction.

§7.3 All covenants and agreements contained herein shall be binding upon and inure to the benefit of the Participants, the Department and the Trustee, as well as their successors and assigns. Similarly, any request, notice, direction, consent, waiver or other writing or action taken by the Participants, the Department or the Trustee shall bind their successors and assigns.

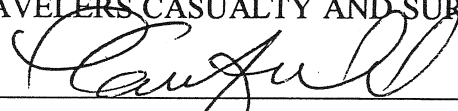
§7.4 This Agreement shall be construed and governed in all respects in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers or representatives duly authorized and their corporate seals to be hereunto affixed and attested as of the date first written above.

PARTICIPANT:

TRAVELERS CASUALTY AND SURETY COMPANY

By


Its Bob QUINN MANAGER

PARTICIPANT:

ACE-INA

By

Its

PARTICIPANT:

American Insurance Company

By

Its

PARTICIPANT:

AL HAMILTON CONTRACTING COMPANY

By _____

Its _____

PARTICIPANT:

MANOR MINING AND CONTRACTING CORP.

By _____

Its _____

TRUSTEE:

THE CLEAN STREAMS FOUNDATION, INC.

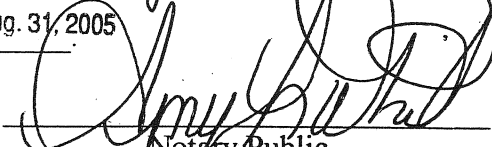
By _____

Its _____

STATE OF Connecticut
COUNTY OF Hartford, to-wit:

The foregoing instrument was acknowledged before me this 23rd day of September, 2003, by Francis Cartfield, the Bond Claims Manager of the Travelers Casualty and Surety Company.

My commission expires _____ My Commission Exp. Aug. 31, 2005


Notary Public

STATE OF _____,
COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2003, by _____, the _____ of the _____.

My commission expires _____.

provisions hereof; nor shall such prohibition or unenforceability in a jurisdiction render any provision invalid or unenforceable in any other jurisdiction.

§7.3 All covenants and agreements contained herein shall be binding upon and inure to the benefit of the Participants, the Department and the Trustee, as well as their successors and assigns. Similarly, any request, notice, direction, consent, waiver or other writing or action taken by the Participants, the Department or the Trustee shall bind their successors and assigns.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers or representatives duly authorized and their corporate seals to be hereunto affixed and attested as of the date first written above.

PARTICIPANT:

TRAVELERS CASUALTY AND SURETY COMPANY

By _____

Its _____

PARTICIPANT:

ACE-INA

By *George P. ...*

Its *Assistant Vice President*

PARTICIPANT:

American Insurance Company

By _____

Its _____

PARTICIPANT:

AL HAMILTON CONTRACTING COMPANY

By _____

Its _____

PARTICIPANT:

MANOR MINING AND CONTRACTING CORP.

By _____

Its _____

TRUSTEE:

THE CLEAN STREAMS FOUNDATION, INC.

By _____

Its _____

STATE OF _____,
COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2003, by _____, the _____ of the _____.

My commission expires _____.

Notary Public

STATE OF Pennsylvania
COUNTY OF Philadelphia, to-wit:

The foregoing instrument was acknowledged before me this 16 day of September, 2003, by _____, the _____ of _____.

My commission expires 9/22/2003

Kathleen Tirri

provisions hereof; nor shall such prohibition or unenforceability in a jurisdiction render any provision invalid or unenforceable in any other jurisdiction.

§7.3 All covenants and agreements contained herein shall be binding upon and inure to the benefit of the Participants, the Department and the Trustee, as well as their successors and assigns. Similarly, any request, notice, direction, consent, waiver or other writing or action taken by the Participants, the Department or the Trustee shall bind their successors and assigns.

§7.4 This Agreement shall be construed and governed in all respects in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers or representatives duly authorized and their corporate seals to be hereunto affixed and attested as of the date first written above.

PARTICIPANT:

TRAVELERS CASUALTY AND SURETY COMPANY

By _____

Its _____

PARTICIPANT:

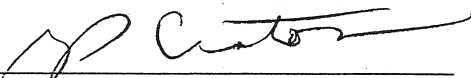
ACE-INA

By _____

Its _____

PARTICIPANT:

American Insurance Company

By 

Its SENIOR SURETY COUNSEL

Notary Public

STATE OF _____,
COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2003, by _____, the _____ of the _____.

My commission expires _____.

Notary Public

STATE OF Pennsylvania
COUNTY OF Allegheny, to-wit:

The foregoing instrument was acknowledged before me this 23rd day of September, 2003, by Bobby G. Craton, the SR. Surety Counsel of the Firemen's Fund Insurance Company

My commission expires 2/22/05.

Hope M. Case
Notary Public
Hope M. Case, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Feb. 22, 2005
Member, Pennsylvania Association of Notaries

STATE OF _____,
COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2003, by _____, the _____ of the _____.

My commission expires _____.

Notary Public

STATE OF _____,
COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2003, by _____, the _____ of the CLEAN STREAMS FOUNDATION, INC.

My commission expires _____.

Notary Public

FROM : HAMILTON

FAX NO. : 18148575142

Sep. 19 2003 01:17PM P2

PARTICIPANT:

ACE-INA

By _____

Its _____

PARTICIPANT:

American Insurance Company

By _____

Its _____

PARTICIPANT:

AL HAMILTON CONTRACTING COMPANY

By C. Alan Hudson

Its President

PARTICIPANT:

MANOR MINING AND CONTRACTING CORP.

By C. Alan Hudson

Its President

TRUSTEE:

THE CLEAN STREAMS FOUNDATION, INC.

By _____

Its _____

9176133655:137674:3:LEWINGTON

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FROM 18148575142

TO

9/19/2003 12:48 PM Page 2

FROM : HAMILTON

FAX NO. : 18148575142

Sep. 19 2003 01:16PM P4

STATE OF _____
COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2003, by _____, the _____ of the _____.

My commission expires _____.

Notary Public

STATE OF _____
COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2003, by _____, the _____ of the _____.

My commission expires _____.

Notary Public

STATE OF PA
COUNTY OF Clearfield, to-wit:

The foregoing instrument was acknowledged before me this 18th day of September, 2003, by C. Alan Walker, the President of the Al Hamilton Contracting Company.

My commission expires November 29, 2004

Mary Jo Rowles
Notary Public

STATE OF PA
COUNTY OF Clearfield, to-wit:

The foregoing instrument was acknowledged before me this 18th day of September, 2003, by C. Alan Walker, the President of the Manor Mining & Contracting Corp.

My commission expires November 29, 2004

Mary Jo Rowles
Notary Public

Notary Seal
Mary Jo Rowles, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires Nov. 29, 2004

Notary Seal
Mary Jo Rowles, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires Nov. 29, 2004

BJ7635655;1376743 LEXINGTON

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FROM 18148575142

TO

9/19/2003 12:48 PM Page 4

STATE OF _____
COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2003, by _____, the _____ of the _____.

My commission expires _____.

Notary Public

STATE OF _____
COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2003, by _____, the _____ of the CLEAN STREAMS FOUNDATION, INC.

My commission expires _____.

Notary Public

CONSENT AND ACKNOWLEDGMENT

The Department of Environmental Protection hereby consents to Participants entering into this Participation Agreement pursuant to the Consent Order and Agreement between the Participants, and the Department and others ("CO&A"), and acknowledges the Commonwealth of Pennsylvania's and the Department's status as the beneficiary of the Trust and to evidence its consent and acknowledgment of the terms and conditions set forth herein, as well as the powers and authorities granted to the Department hereunder.

BENEFICIARY:

THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
COMMONWEALTH OF PENNSYLVANIA

By Michael W. Smith
Its District Mining Manager

PARTICIPANT:

ACE-INA

By _____

Its _____

PARTICIPANT:

American Insurance Company

By _____

Its _____

PARTICIPANT:

AL HAMILTON CONTRACTING COMPANY

By _____

Its _____

PARTICIPANT:

MANOR MINING AND CONTRACTING CORP.

By _____

Its _____

TRUSTEE:

THE CLEAN STREAMS FOUNDATION, INC.

By Wayne Manta

Its Chairman

STATE OF _____,
COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2003, by _____, the _____ of the _____.

My commission expires _____.

Notary Public

STATE OF Kentucky
COUNTY OF Fayette, to-wit:

The foregoing instrument was acknowledged before me this 22 day of September, 2003, by Wayne Masterman the chairman of the CLEAN STREAMS FOUNDATION, INC.

My commission expires 12/10/05.

Carahyn Stacknick
Notary Public

CONSENT AND ACKNOWLEDGMENT

The Department of Environmental Protection hereby consents to Participants entering into this Participation Agreement pursuant to the Consent Order and Agreement between the Participants, and the Department and others ("CO&A"), and acknowledges the Commonwealth of Pennsylvania's and the Department's status as the beneficiary of the Trust and to evidence its consent and acknowledgment of the terms and conditions set forth herein, as well as the powers and authorities granted to the Department hereunder.

BENEFICIARY:

THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
COMMONWEALTH OF PENNSYLVANIA

By _____

Its _____

EXHIBIT A TO PARTICIPATION AGREEMENT

TREATMENT SYSTEMS

1. **Brenda Gayle Operation, Rush Township, Centre County**
Electricity, telephone, one collection pond, one treatment pond, one settling pond, one sludge drying bed, small pump building, diesel pump, 10,000 gallon caustic soda tank, and a caustic soda dispensing system
2. **Kaufman Operation, Boggs Township, Clearfield County**
Limestone passive treatment system and settling pond
3. **Kaufman North Operation, Boggs Township, Clearfield County**
Anoxic drain and up flow passive treatment systems (one system existing and one to be built)
4. **Little Beth Operation, Bradford Township, Clearfield County**
One collection sump, one treatment pond, one sludge drying bed, 3000 gallon and 5000 gallon caustic soda tanks, pumping system, and a caustic soda dispensing system
5. **Pearce Operation, Bradford Township, Clearfield County**
Anoxic Limestone Drain combined with a wetland
6. **Caledonia Pike Operation, Covington Township Clearfield County**
For discharge F172: Caustic soda dispensing system, 6,000 gallon caustic soda tank, settling pond, and clarifying pond
7. **Miller/Stein Operation, Decatur Township, Clearfield County**
Two Anoxic Limestone Drains
Two small pump buildings
One treatment pond, two settling ponds, two sludge drying beds, pumping system, caustic soda treatment system, 10,000 gallon caustic soda tank
Groundwater pumping well, pumping system (pumped to above caustic soda treatment system)
8. **Sandturn Operation, Decatur Township, Clearfield County**
One collection sump, one treatment pond, one settling pond, one sludge drying bed, small pump building, pumping system, caustic soda dispensing system, 6000 gallon caustic soda tank
9. **Ralston Operation, Decatur Township, Clearfield County**
Caustic soda treatment system, 6000 gallon caustic soda tank, and treatment pond
10. **Lezzer Operation, Pike Township, Clearfield County**

Pump building, pumping system, 6000 gallon caustic soda tank, caustic soda dispensing system, one treatment pond, and one settling pond

11. Cornwath Operation, Knox Township, Clearfield County

Soda ash briquette dispensing system and one settling pond

12. Buck Run No. 2 Operation, Girard Township, Clearfield County

One treatment pond, one settling pond, one sludge drying bed, 10,000 gallon caustic soda tank, caustic soda dispensing system and settling pond

13. Morris No. 2 Operation, Morris Township Clearfield County

(Thompson Brothers Coal Company)

One collection sump with pump house, pumping system, 10,000 caustic soda tank, caustic soda dispensing system, two treatment ponds, two settling ponds, and one sludge drying bed

14. Bear Hill Operation, Bradford Township, Clearfield County

Caustic soda dispensing system, 6000 gallon caustic soda tank, settling pond, constructed wetland, and two sludge drying beds

15. Manor #44 Deep Mine, Girard Township, Clearfield County

Lime dispensing system, one treatment pond, two settling ponds, and two sludge ponds

EXHIBIT "B"

**CONSENT ORDER AND AGREEMENT BETWEEN
THE PARTICIPANTS AND THE DEPARTMENT**