

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

In the Matter of:

Kaiser Aluminum & Chemical
Corporation
27422 Portola Parkway, Suite 350
Foothill Ranch, CA 92610-2831

Potato Ridge Mine
Mine Drainage Permit No. 2966BSM50
NPDES Permit No. PA0202851

Establishment of Alternative Financial
Assurance Mechanism

Transfer of Permits

POSTMINING TREATMENT TRUST
CONSENT ORDER AND AGREEMENT

This Consent Order and Agreement is entered into this 29th day of
June 2006 by and between the Commonwealth of Pennsylvania, Department of
Environmental Protection ("Department"), and Kaiser Aluminum & Chemical
Corporation ("KACC") (collectively, the "Parties").

The Department has found and determined the following:

A. The Department is the agency with the duty and authority to administer
and enforce the Noncoal Surface Mining Conservation and Reclamation Act, Act of
December 19, 1984, P.L. 1093, as amended, 52 P.S. §§ 3301-3326 ("Noncoal Surface
Mining Act"), the Surface Mining Conservation and Reclamation Act, Act of May 31,
1945, P.L. 1198, as amended, 52 P.S. §§ 1396.1-1396.31 ("Surface Mining Act"); The
Clean Streams Law, Act of June 22, 1937, P.L. 1987, as amended, 35 P.S. §§ 691.1-
691.1001 ("Clean Streams Law"); Section 1917-A of the Administrative Code of 1929,
Act of April 9, 1929, P.L. 177, as amended, 71 P.S. § 510-17 ("Administrative Code")
and the rules and regulations promulgated thereunder ("Rules and Regulations").

B. KACC is a Delaware corporation with its principal place of business at 27422 Portola Parkway, Suite 350, Foothill Ranch, California 92610-2831.

C. On February 12, 2002, KACC, its parent, Kaiser Aluminum Corporation ("Kaiser") and certain direct and indirect subsidiaries filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code, 11 U.S.C. §§101-1330, in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"). Since then, other Kaiser companies also filed for bankruptcy. The Chapter 11 cases of all of the Kaiser debtors ("Debtors") have been consolidated for procedural purposes and are being administered jointly, in a matter styled *In re Kaiser Aluminum Corporation, et al.*, Case No. 02-10429 (JKF).

D. KACC is continuing in possession of its property and is operating and managing its business, as a debtor in possession, pursuant to sections 1107 and 1108 of the Bankruptcy Code.

E. KACC is the owner of certain real property in Stewart Township, Fayette County, Pennsylvania which includes a surface reclaimed noncoal surface mine known as the Potato Ridge Mine and is more particularly described in Exhibit A hereto ("Potato Ridge Mine Land").

F. KACC is the owner of all equipment relating to the operation of the postmining discharge collection and treatment system, which was constructed during the operation of the Potato Ridge Mine and currently exists at the Potato Ridge Mine ("Existing Potato Ridge Mine Treatment System"). The equipment comprising the Existing Potato Ridge Mine Treatment System is more particularly described in Exhibit B hereto. The Existing Potato Ridge Mine Treatment System is comprised of the

"Township Road System," the "Laurel Run Wetland" and the "Laurel Run Water Treatment Plant."

G. The Laurel Run Wetland is located on land owned by Lois A. Alviar and Cesareo H. Alviar and leased to KACC pursuant to a "Land Lease" dated July 9, 1990, a copy of which is attached as Exhibit C hereto. ("Laurel Run Wetland Land Lease.")

H. The former Kaiser Refractories Division of KACC operated the Potato Ridge Mine from approximately 1959 until approximately 1980 under Mining License No. 390; Mining Permit Nos. 390-1(C), 390-1(AC), 390-1(A2C), 390-1(A3C), 390-1(A4C), and 01-6 ("Potato Ridge Mining Permits"); and Mine Drainage Permit No. 2966BSM50 ("Potato Ridge MDP") which were issued to the former Kaiser Refractories Division of KACC. There have been no coal or noncoal mining activities conducted at the Potato Ridge Mine since approximately 1980 and there are no plans for the reinitiation of coal or noncoal mining activities at the Potato Ridge Mine subsequent to the execution of this Consent Order and Agreement.

I. The former Kaiser Refractories Division of KACC posted surety bonds totaling \$223,400.00 for the Potato Ridge Mine ("Bonds"). The numbers and amount of the Bonds which were written by the Insurance Company of North America are as follows:

K01224323-23	1(C)	\$10,200.00
K01224323-24	1(AC)	\$12,600.00
K01224323-25	1(A2C)	\$38,400.00
K01224323-26	1(A3C)	\$29,600.00
K01224323-27	1(A4C)	\$21,900.00
K01224724	01-6	\$110,700.00

J. Upon the termination of mining operations, the former Kaiser Refractories Division of KACC reclaimed the surface of the Potato Ridge Mine and continued to

operate the Existing Potato Ridge Mine Treatment System to collect and treat postmining discharges. Treated effluent from the Existing Potato Ridge Mine Treatment System has been discharged to a stream known as Laurel Run under authorization of National Pollutant Discharge Elimination System Permit No. PA0202851 ("Existing Potato Ridge NPDES Permit"). Treatment of the Potato Ridge Mine postmining discharges is expected to continue indefinitely.

K. Laurel Run is also affected by postmining discharges from other sources including another surface reclaimed noncoal surface mine known as the Smith Mine that was operated by Harbison-Walker Refractories Company ("Harbison-Walker") between 1954 and 1972 pursuant to Mining Permit Nos. 266-3, 266-3A and 266-3A2 and Mine Drainage Permit No. 2969BSM24. The Smith Mine is located downstream of the Potato Ridge Mine on property owned by the Commonwealth of Pennsylvania ("Commonwealth") within Ohiopyle State Park ("Smith Mine Land"), a park that is operated by the Pennsylvania Department of Conservation and Natural Resources ("PaDCNR").

L. Pursuant to the Consent Decree among Harbison-Walker, PaDCNR, and the Department that was entered by the Pennsylvania Commonwealth Court on March 11, 1997, in *Dresser Industries, Inc. v. Commonwealth of Pennsylvania Department of Environmental Resources and Commonwealth of Pennsylvania Department of Conservation and Natural Resources*, No. 219 M.D. 1991, consolidated with Nos. 1419 C.D. 1996 and 1550 C.D. 1996 ("Smith Mine Consent Decree"), Mine Drainage Permit No. 2969BSM24 was transferred from Harbison-Walker to PaDCNR and PaDCNR

undertook certain obligations with respect to the collection and treatment of certain seeps emanating from the Smith Mine Land.

M. The seeps emanate from the Smith Mine Land primarily in three groups designated as the "A Seeps," the "B Seeps," and the "C Seeps." The A Seeps and C Seeps are collected and treated by the "A/C Seep System" and the B Seeps are collected and treated by the "B Seep System" which systems were constructed by Streams Restoration, Inc. through a grant awarded by the Department. The treated seepage from the A/C Seep System and B Seep System discharge to Laurel Run at points downstream of the Potato Ridge Mine. The need to treat seepage emanating from the Smith Mine Land is expected to continue indefinitely.

N. Both the Existing Potato Ridge Mine Treatment System and the A/C System must be upgraded to improve the water quality of Laurel Run.

O. By letter dated July 28, 2004, KACC submitted to the Department a report prepared by The EADS Group, Inc. and Dietz *et al.* Consulting entitled "Laurel Run Watershed Sampling Report and Postmining Discharge Abatement Evaluation" ("EADS/Dietz Report"). The EADS/Dietz Report presented alternatives for treating postmining discharges from the Potato Ridge Mine and seeps emanating from the Smith Mine Land separately and for treating the postmining discharges from the Potato Ridge Mine together with the A/C Seeps from the Smith Mine Land (and certain orphan seeps that emanate from areas between the two mines which are identified in the EADS/Dietz Report) by constructing a new treatment system on Ohioople State Park property ("Combined Treatment System").

P. KACC, PaDCNR and the Department have determined that the most cost effective method for managing the continuing postmining discharges to Laurel Run from the Potato Ridge Mine and the A/C Seeps from the Smith Mine is to construct the Combined Treatment System.

Q. KACC, PaDCNR and the Department have reached agreement on the conceptual design of the Combined Treatment System. KACC, PaDCNR and the Department have also reached agreement on the projected cost of constructing the Combined Treatment System and the operation and maintenance (including major repair and replacement of components) of the Combined Treatment System in perpetuity.

R. For the purpose of addressing the ongoing postmining treatment obligations associated with the Potato Ridge Mine, KACC has worked with The Clean Streams Foundation, Inc., ("CSF"), a Pennsylvania nonprofit corporation with its registered place of business at 160 North McKean Street, Kittanning, Pennsylvania 16201 ("CSF"). The CSF is a non-profit corporation under Internal Revenue Code § 501(c)(3) whose purpose is to help assure that funds will be available in the future to perform reclamation, to operate and maintain treatment systems, to prevent or abate pollution, and to protect natural resources from the adverse impacts of untreated or improperly treated discharges of water. The CSF has established a trust pursuant to a Declaration of Trust dated April 7, 2001 ("Master Trust") and has agreed to act as the trustee of a sub-account to be established within the Master Trust, that will be funded with monetary and real assets to help assure that such assets are available in the future to address the treatment of the postmining discharges associated with the Potato Ridge Mine and seeps emanating

from the Smith Mine Land, as more particularly specified in this Consent Order and Agreement.

S. KACC intends to enter into a Participation Agreement with the CSF to establish the Ohiopyle Mines Treatment Systems Trust Account (“Ohiopyle Trust Account”) and to transfer to the Ohiopyle Trust Account: (1) all of KACC’s real and personal property interests in the Potato Ridge Mine Land, the Laurel Run Wetland Land Lease, and the Existing Potato Ridge Mine Treatment System; (2) funding for the operation and maintenance of the Existing Potato Ridge Mine Treatment System pending the completion of the construction of the Combined Treatment System; and (3) funding equal to 50% of the cost of constructing, operating and maintaining the Combined Treatment System, including the cost of compliance with environmental permitting and other regulatory requirements (“KACC Contribution”).

For purposes of funding the Ohiopyle Trust Account pursuant to Paragraph 3 of this Consent Order and Agreement, KACC has asserted to PaDCNR and to the Department that, based upon the data in the EADS/Dietz Report, the contribution of the Potato Ridge Mine to the Combined Treatment System is within the range of approximately 35% (based on acidity loading) to 45% (based on hydraulic loading) and that KACC considers the difference between the KACC Contribution and the percentage of the contribution of the Potato Ridge Mine to the Combined Treatment System to be a “Settlement Premium” for the execution of this Consent Order and Agreement.

T. Potato Ridge LLC, a limited liability company organized and existing under the laws of the Commonwealth of Pennsylvania, has agreed to (1) hold and administer the Potato Ridge MDP, the Existing Potato Ridge NPDES Permit and the

Smith Mine MDP; (2) apply for such permits as are necessary to construct and operate the Combined Treatment System; and (3) operate the Existing Potato Ridge Mine Treatment System until the Combined Treatment System becomes operational. Potato Ridge LLC's activities shall be paid for by funds provided by KACC and DCNR for such purposes to the Ohiopyle Trust Account.

U. KACC and Potato Ridge LLC have submitted an administratively complete application for the transfer of the Potato Ridge MDP from KACC to Potato Ridge LLC.

V. The Department and KACC agree that the Potato Ridge NPDES Permit will be transferred to Potato Ridge LLC by operation of 25 Pa. Code Section 92.71a upon KACC's satisfaction of the requirements in Paragraphs 3, 7 and 8 of this Consent Order and Agreement. The following facts support the automatic transfer of the Potato Ridge NPDES Permit under 25 Pa. Code Section 92.71a:

(1) KACC has provided to the Department written confirmation of the proposed transfer of the Existing Potato Ridge NPDES Permit to Potato Ridge LLC by e-mail dated May 22, 2006.

(2) A written agreement dated June 29, 2006 between KACC and Potato Ridge LLC specifies that on June 29, 2006, the Potato Ridge NPDES Permit will be transferred by operation of 25 Pa. Code 92.71a from KACC to Potato Ridge LLC.

(3) The Department has not notified KACC or Potato Ridge LLC of its intent to modify or revoke and reissue the NPDES Permit.

(4) There are no existing permits, regulations, orders and schedules of compliances with which Potato Ridge LLC is not currently in compliance.

W. The transfer of the Potato Ridge MDP from KACC to Potato Ridge LLC meets applicable criteria of 25 Pa. Code §77.144 and the Department shall complete the transfer of the Potato Ridge MDP to the Potato Ridge LLC in accordance with relevant statutes and regulations, including the public notice process specified in 25 Pa. Code Chapter 77.

X. PaDCNR is responsible for contributing the following to the Ohiopyle Treatment Trust: (1) funding equal to the remaining 50% of the cost of constructing, operating and maintaining the Combined Treatment System, including the cost of compliance with environmental permitting and other regulatory requirements (“PaDCNR’s Share”), and (2) certain real and personal property required to construct, operate and maintain the Combined Treatment System. A separate Participation Agreement between PaDCNR and the CSF, and a Memorandum of Understanding between the Department and PaDCNR, set forth PaDCNR’s obligations to fund the PaDCNR’s Share.

Y. The Memorandum of Understanding referenced in Paragraph X of this Consent Order and Agreement provides that PaDCNR shall transfer the Smith Mine MDP to Potato Ridge LLC in accordance with relevant statutes and regulations, including the public notice process specified in 25 Pa. Code Chapter 77.

Z. The purpose of this Consent Order and Agreement is to set forth the terms and conditions relating to KACC’s establishment and funding of the Ohiopyle Trust Account; the payment of 2006 real property taxes on the Potato Ridge Mine Land; the payment of all taxes and fees and expenses relating to the conveyance and recording of the deed for the Potato Ridge Mine Land; the transfer of the Potato Ridge MDP and

Existing Potato Ridge NPDES Permit to Potato Ridge LLC; the termination of the Potato Ridge Mining Permits and consensual forfeiture and waiver of collection of the Bonds; the revocation of the Potato Ridge Mining Permits; the revocation of KACC's Mining License No. 390; and KACC's continuing operation and maintenance of the Existing Potato Ridge Mine Treatment System pending completion of its obligations under this Consent Order and Agreement.

AA. By order entered on December 14, 2005 the Bankruptcy Court authorized KACC to execute this Consent Order and Agreement and perform the actions required hereby.

ORDER

After full and complete negotiation of all matters set forth in this Consent Order and Agreement and upon mutual exchange of covenants contained herein, the Parties desiring to avoid litigation and intending to be legally bound, it is hereby ORDERED by the Department and AGREED to by KACC as follows:

1. This Consent Order and Agreement is an Order of the Department authorized and issued pursuant to Section 19 of the Noncoal Surface Mining Act, 52 P.S. § 3319; Section 4.3 of the Surface Mining Act, 52 P.S. §1396.4c; Section 5 of the Clean Streams Law, 35 P.S. § 691.5; and Section 1917-A of the Administrative Code, 71 P.S. § 510-17.

2. **Findings**

a. KACC agrees that the findings in Paragraphs A through AA are true and correct and, in any matter or proceeding involving KACC and the Department, KACC shall not challenge the accuracy or validity of these findings.

b. The Parties do not authorize any other persons to use the findings in this Consent Order and Agreement in any matter or proceeding.

3. Establishment of Ohiopyle Mines Treatment Systems Trust .

On or before the closing date mutually agreed upon by the Parties:

- a. KACC shall execute the Participation Agreement with CSF.
- b. KACC shall, at no cost to CSF, convey to CSF title to the Potato Ridge Mine Land, assign to CSF the Laurel Run Wetlands Land Lease and transfer to CSF the Existing Potato Ridge Mine Treatment System. KACC shall convey to CSF the Potato Ridge Mine Land AS-IS WHERE IS, with all faults, by quitclaim deed free and clear of all liens, claims, encumbrances and other interests in accordance with Section 363(f) of the Bankruptcy Code. The deed shall be in proper form for recording, duly executed and acknowledged by KACC. KACC shall assign to CSF the Laurel Run Wetlands Land Lease and pay to CSF the sum of \$1,650 as prepaid rent for a period of one year from the closing date. KACC shall execute a bill of sale to transfer title to CSF to all structures, facilities and equipment constituting the Existing Potato Ridge Mine Treatment System, AS IS WHERE IS, with all faults, free and clear of liens, claims, encumbrances and other interests in accordance with Section 363(f) of the Bankruptcy Code.
- c. KACC shall deposit the sum of \$2,262,500, which constitutes the sum of the KACC Contribution and the Settlement Premium, into the Ohiopyle Trust Account for CSF's use in: (1) continuing operation and maintenance of the Existing Potato Ridge Mine Treatment System pending completion of the construction of the Combined Treatment System; (2) constructing, operating and maintaining the Combined

Treatment System; and (3) compliance with environmental permitting and other regulatory requirements by Potato Ridge LLC, all in order to address the ongoing water treatment obligations for the Potato Ridge Mine.

d. KACC shall deposit the additional sum of \$3,000 which constitutes the mutually agreed upon estimate of the real property tax to be levied by the Uniontown Area School District for 2006.

e. KACC shall pay any real property transfer taxes relating to the conveyance of the Potato Ridge Mine Land to CSF and all fees and expenses associated with the recording of the Deed for the Potato Ridge Mine Land by the Fayette County Recorder of Deeds.

f. KACC shall consent to the forfeiture of the Bonds identified in Paragraph I hereof. With respect to such bond forfeitures, KACC waives all formal notice and other procedural provisions set forth in the Rules and Regulations and knowingly waives its right to appeal to the Environmental Hearing Board.

g. The sum deposited into the Ohiopyle Trust Account pursuant to Paragraph 3.c. of this Consent Order and Agreement includes the total amount of the forfeited Bonds identified in Paragraph I hereof that KACC maintains in connection with postmining activities at the Potato Ridge Mine. In consideration of this deposit, within 5 days of the Department's forfeiture action, the Department will issue a letter to the surety company or companies that wrote the Bonds, with a copy to KACC, waiving collection of the forfeited Bonds from said company or companies and confirming to the said company or companies that the Bonds are cancelled by virtue of the forfeiture action and payment by KACC.

h. KACC shall consent to the Department's revocation of the Mining License No. 390 and the Potato Ridge Mining Permits that are identified in Paragraph H hereof. With respect to revocation of Mining License No. 390 and the Potato Ridge Mining Permits, KACC waives all formal notice and other procedural provisions set forth in the Rules and Regulations and knowingly waives its right of appeal to the Environmental Hearing Board.

4. Bond Forfeiture.

All Bonds identified in Paragraph I hereof are hereby declared forfeit on the date that KACC takes the actions specified in Paragraph 3 hereof.

5. Revocation of Mining License No. 390 and Mining Permits.

Mining License No. 390 and the Potato Ridge Mining Permits identified in Paragraph H hereof are hereby declared revoked on the date that KACC takes the actions specified in Paragraph 3 hereof.

6. Disposition of Potato Ridge Mine Permits.

a. The Department hereby acknowledges the automatic transfer of the Existing Potato Ridge NPDES Permit to Potato Ridge LLC. on June 29, 2006.

b. The Department shall undertake such actions as are required by 25 Pa. Code Chapter 77 to complete the transfer of the Potato Ridge MDP to Potato Ridge LLC as promptly as possible. The fact that KACC continues to hold the Potato Ridge MDP for any period of time after its emergence from bankruptcy until the Potato Ridge MDP is transferred to Potato Ridge LLC will not be used by the Department against KACC in any future action initiated by the Department which seeks to hold Kaiser liable for water treatment at the Potato Ridge Mine.

7. KACC's payment of 2006 Property Taxes.

KACC shall provide written receipts or other proof reasonably acceptable to the Department and CSF that it has paid the 2006 county and township property taxes on the real property interests identified in Exhibit A.

8. Treatment Activities.

KACC shall treat the Potato Ridge Mine postmining discharges until it has completed the obligations specified in Paragraph 3 hereof. Such transfers shall be deemed complete upon the Department's receipt of (1) payment to the Ohiopyle Trust Account of the mutually agreed upon estimate of the 2006 real property tax to the Uniontown Area School District for the Potato Ridge Mine Land and proof of payment of the real property tax to Fayette County and Stewart Township for the Potato Ridge Mine Land, in accordance with Paragraphs 3.d. and 7 of this Consent Order and Agreement; (2) confirmation that KACC has deposited to the Ohiopyle Trust Account the sums set forth in Paragraphs 3.b., 3.c. and 3.d.; and (3) confirmation that the deed for the transfer of the Potato Ridge Mine Land described in Paragraph 3.b. has been submitted to the Fayette County Recorder of Deeds and that KACC has paid all fees and expense associated with the recording of the Deed.

9. Completion of Consent Order and Agreement with Respect to KACC.

Upon KACC's performance of its obligations pursuant to Paragraphs 3, 7, and 8 hereof, KACC shall be deemed to have fully performed and shall have no further obligations under this Consent Order and Agreement;

10. Remedies.

a. In the event KACC fails to comply with any provision of this Consent Order and Agreement, the Department may, in addition to the remedies prescribed herein, pursue any remedy available for a violation of an order of the Department, including an action to enforce this Consent Order and Agreement.

b. The remedies provided by this Consent Order and Agreement are cumulative and the exercise of one does not preclude the exercise of any other. The failure of the Department to pursue any remedy shall not be deemed to be a waiver of that remedy.

11. Liability of KACC.

a. KACC shall be liable for any violations of this Consent Order and Agreement to the extent caused by, contributed to, or allowed by its officers, agents, employees, or contractors. KACC also shall be liable for any violation of this Consent Order and Agreement to the extent caused by, contributed to, or allowed by its successors and assigns.

b. Neither CSF nor Potato Ridge LLC is an agent, contractor or in any way affiliated with KACC. KACC shall not be liable for any actions by CSF, Potato Ridge LLC or any officer, agent, employee, or contractor of either CSF or Potato Ridge LLC.

12. Resolution of Civil Penalty Liability.

Provided that KACC complies with the terms of this Consent Order and Agreement as set forth in Paragraph 9 above, the Department will not pursue civil penalties for any violations relating to compliance with the postmining obligations at the

Potato Ridge Mine from February 12, 2002 through the date of final compliance with this Consent Order and Agreement specified in Paragraph 9 above or the date of the formal transfer of the Potato Ridge MDP to Potato Ridge LLC, whichever is later.

13. Reservation of Rights.

The Department reserves the right to require additional measures to achieve compliance with applicable law. KACC reserves the right to challenge any action which the Department may take to require those measures.

14. Correspondence with Department.

All correspondence with the Department concerning this Consent Order and Agreement shall be addressed to:

Joel Q. Pontorero
Manager, Greensburg District Mining Office
Armbrust Professional Building
8205 Route 819
Greensburg PA 15601
Phone: 724-925-5500
Facsimile: 724-925-5557

With a copy to

Gail A. Myers
Assistant Counsel
Office of Chief Counsel
400 Waterfront Drive
Pittsburgh, PA 15222-4745
Phone: 412 442-4262
Facsimile: 412 442-4267

15. Correspondence with KACC.

All correspondence with KACC concerning this Consent Order and Agreement shall be addressed to:

Kaiser Aluminum & Chemical Corporation
c/o John Barneson, Senior Vice President and
Chief Administrative Officer
27422 Portola Parkway, Suite 350
Foothill Ranch, California 92610-2831
Phone: 949-614-1758
Facsimile: 949-614-1930

16. Severability.

The paragraphs of this Consent Order and Agreement shall be severable and should any part hereof be declared invalid or unenforceable, the remainder shall continue in full force and effect between the Parties.

17. Entire Agreement.

This Consent Order and Agreement including the Exhibits hereto shall constitute the entire integrated agreement of the Parties. No prior or contemporaneous communications or prior drafts shall be relevant or admissible for purposes of determining the meaning or extent of any provisions herein in any litigation or any other proceeding.

18. Attorney Fees.

The Parties shall bear their respective attorney fees, expenses and other costs in the prosecution or defense of this matter or any related matters, arising prior to execution of this Consent Order and Agreement.

19. Modifications.

No changes, additions, modifications, or amendments of this Consent Order and Agreement shall be effective unless they are set out in writing and signed by the Parties hereto.

20. Titles.

A title used at the beginning of any paragraph of this Consent Order and Agreement are for descriptive purposes only and shall not affect the interpretation or legal efficacy of this Consent Order and Agreement.

21. Decisions under Consent Order.

Any decision which the Department makes under the provisions of this Consent Order and Agreement is intended to be neither a final action under 25 Pa. Code § 1021.2, nor an adjudication under 2 Pa. C.S. § 101. Any objection that KACC may have to the decision will be preserved until the Department enforces this Consent Order and Agreement.

22. Counterpart Signatures.

The Parties agree to execute this Consent Order and Agreement by counterpart signatures transmitted electronically or by facsimile.

23. Governing Law.


This Consent Order and Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the Parties hereto have caused this Consent Order and Agreement to be executed by their duly authorized representatives. The undersigned representatives of KACC certify under penalty of law, as provided by 18 Pa.C.S. § 4904,


that they are authorized to execute this Consent Order and Agreement on behalf of KACC; that KACC consents to the entry of this Consent Order and Agreement as a final ORDER of the Department; and that KACC hereby knowingly waives its rights to appeal this Consent Order and Agreement and to challenge its content or validity, which rights may be available under Section 4 of the Environmental Hearing Board Act, the Act of July 13, 1988, P.L. 530, 35 P.S. § 7514; the Administrative Agency Law, 2 Pa.C.S. § 103(a) and Chapters 5A and 7A; or any other provision of law. Signature by KACC's attorneys certifies only that the Consent Order and Agreement has been signed after consulting with counsel.

FOR KAISER ALUMINUM & CHEMICAL CORPORATION:

FOR THE COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION:

By: 
John Barneson
Senior Vice President and Chief Administrative Officer for Kaiser Aluminum & Chemical Corporation

By: _____
Joel Q. Pontorero
Manager, Greensburg District Mining Office


John Donnan
General Counsel for Kaiser Aluminum & Chemical Corporation

Gail A. Myers
Assistant Counsel

Michael J. Heilman
Assistant Regional Counsel


SIGNATURES CONTINUED ON PAGE 20.

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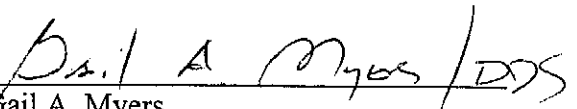
FOR KAISER ALUMINUM & CHEMICAL CORPORATION:

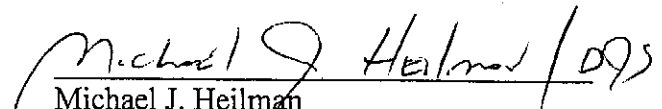
FOR THE COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION:

By: _____
John Barneson
Senior Vice President and Chief Administrative Officer for Kaiser Aluminum & Chemical Corporation

By:  6/28/06
Joel Q. Pontorero
Manager, Greensburg District Mining Office

John Donnan
General Counsel for Kaiser Aluminum & Chemical Corporation

 / DJS
Gail A. Myers
Assistant Counsel

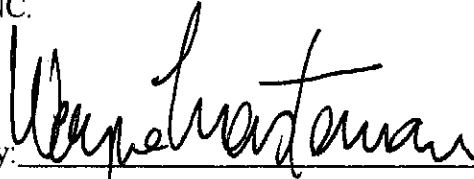
 / DJS
Michael J. Heilman
Assistant Regional Counsel

SIGNATURES CONTINUED ON PAGE 20.

CONSENTED TO AND ACKNOWLEDGED

FOR THE CLEAN STREAMS FOUNDATION,
INC.

By:



Wayne Masterman

Chairman

FOR POTATO RIDGE LLC

By:



Dean Hunt

Manager