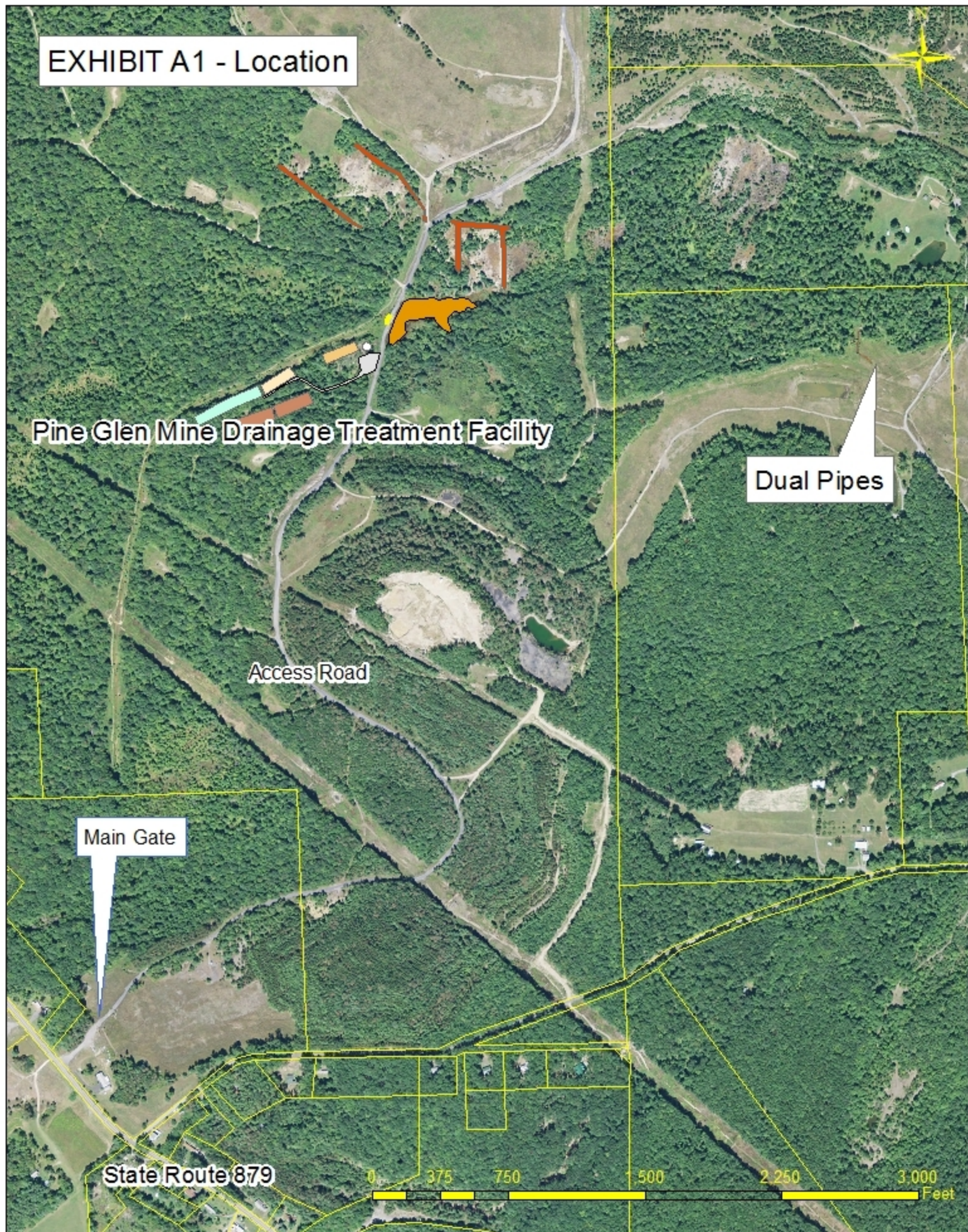


List of Exhibits

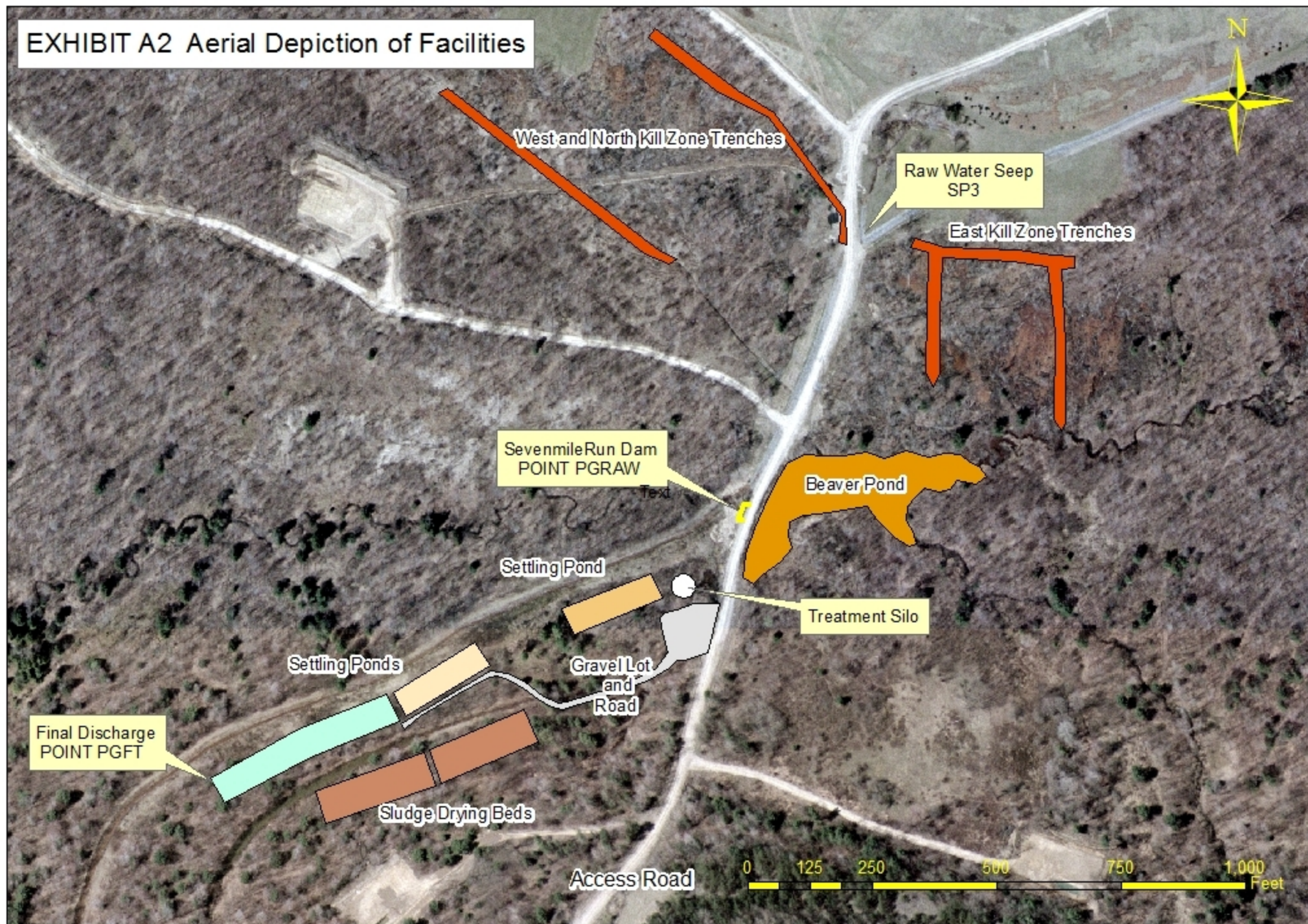
- A. Aerial Depictions
 - A1. Location
 - A2. Aerial Depiction of Facilities
- B. Post-Mining Discharge Treatment Trust Agreement
 - 1. Pine Glen Estimated Annual Operation & Maintenance Costs and Trust Fund Amount
 - 2. Revocable Trusts, Irrevocable Trusts & Testamentary Trusts Fee Schedule
- C. Consent to Right of Entry for Design and Study and for Construction, Operation and Maintenance of Mine Drainage Treatment Facility – Robert D. Confer (02/26/13)
- D. Consent of Adjacent Landowner to Right of Entry for Mine Reclamation Project – Grant D. Etters (07/09/13)
- E. DEP Grant Agreement – Environmental Stewardship and Watershed Protection Grant Program – Pine Glen Active Treatment System - Stream Restoration Incorporated (Grantee) Document #4100066903 (01/22/14 – 12/31/17)

EXHIBIT A1 - Location



Pine Glen Mine Drainage Treatment Plant, Burnside Twp. Centre County

EXHIBIT A2 Aerial Depiction of Facilities



Pine Glen Mine Drainage Treatment Plant, Burnside Township, Centre County

**IN THE MATTER OF: PINE GLEN MINE DRAINAGE TREATMENT PLANT
POST-MINING DISCHARGE TREATMENT TRUST AGREEMENT**

This Trust Agreement (Trust or Agreement) entered into this 14th day of June, 2016, by and among Stream Restoration Incorporated, with its principal place of business at 434 Spring Street Extension, Mars, Pennsylvania 16046-3728 (Settlor), and WOODLANDS BANK, with its principal place of business at 2450 E. Third Street, Williamsport, Pennsylvania 17701-4028 and incorporated under the laws of the Commonwealth of Pennsylvania (Trustee).

WHEREAS, as a general matter, surface coal mining permits issued before March 31, 1983 are known as pre-primacy permits; one issued after that date are known as primacy permits. Certain matters related to treatment of acid mine drainage (AMD) from pre-primacy sites are covered by Title IV of the federal Surface Mining Control and Reclamation Act (SMCRA). Primacy matters are covered by Title V of SMCRA;

WHEREAS, Avery Coal Co., Inc., (Avery Coal) mined a site in Burnside Township, Centre County known as the Pine Glen Mine pursuant to a permit originally issued in 1980 and reissued as a primacy permit in 1984. Mining occurred from 1984 through 1989. Avery failed to treat a severe acid mine discharge known as SP3. In 1993, the Department forfeited and collected the bonds posted by Avery for the Pine Glen Mine. Subsequent to the forfeiture, the Department discovered additional seeps of AMD connected to the Pine Glen Mine;

WHEREAS, SP3 discharges to the Boake Run Stream Diversion which was originally constructed in the 1960s by Rougeux & Trimpey Coal Co. to convey degraded AMD from its operations away from Boake Run, a high quality stream used as a secondary water supply by the community of Pine Glen. The diversion discharges to an unnamed tributary of Seven Mile Run, a degraded stream;

WHEREAS, in 1984, Avery improved the diversion to collect all of the former headwaters of Boake Run due to AMD degradation upstream of the Pine Glen Mine associated with pre-primacy abandoned mine lands;

WHEREAS, in 2003, the Department completed the reclamation of pre-primacy AML mines in the vicinity of the former headwaters of Boake Run. The reclamation included the construction of two, 3,600-foot, long, highwall drain pipes (BAMR Dual Pipes) that collect AMD from the former abandoned mines. The pipes drain to the Boake Run Stream Diversion;

WHEREAS, in 2010, the Department awarded a grant to Stream Restoration Inc. (SRI), in the amount of \$461,866, to design and construct a chemical treatment system to treat the post-mining acid mine drainages from the Pine Glen Mine. The Pine Glen hydrated lime treatment plant was constructed in 2014 and activated in May 2015. The intake structure to the Pine Glen Mine Drainage Treatment Plant is located at the Boake Run stream diversion; the plant was designed and constructed to treat up to 100 gallons per minute (gpm) of AMD from the Pine Glen Mine. The Department will fund operation and maintenance (O&M) of the

treatment plant using Title V funds deposited in the Reclamation Fee O&M Trust Account;

WHEREAS, in 2013, the Department awarded a second grant to SRI, in the amount of \$664,373 to expand the Pine Glen Mine Drainage Treatment Plant to include treatment of the pre-primacy AMD emanating from the BAMR Dual Pipes which account for the majority of the AMD from the former headwaters of Boake Run. Construction began in August 2014 and was completed in September 2015. The grant funds the construction of expanded facilities to treat up to an additional 200 gpm and provides an O&M trust fund of \$540,564 to finance the Title IV annual treatment costs. Under the grant, SRI agreed to be the Settlor of the trust being created by this agreement;

WHEREAS, the discharge known as SP3 and the BAMR Dual Pipe discharge flow into an existing beaver pond located within the former headwaters of Boake Run. The Pine Glen Mine Drainage Treatment Plant collects flow from the beaver pond at the intake structure to the plant known as monitoring point PGRW.

WHEREAS, access to the Pine Glen Mine Drainage Treatment Plant is permitted under a landowner agreement known as the "Consent to Right of Entry for Design and Study and for Construction, Operation and Maintenance of Mine Drainage Treatment Facility" executed February 26, 2013 by Robert D. Confer for the property described in Deed Book Volume 2024, Page 0786, in the Centre County Recorder's Office; and

WHEREAS, permission to use an access road on an adjacent landowner property is secured under an agreement known as the "Consent of Adjacent Landowner to Right of Entry for Mine Reclamation Project" executed July 9, 2013 for the property described in Deed Book Volume 0362, Page 0056, in the Centre County Recorder's Office; and

WHEREAS, the Moshannon District Mining Office will manage the O&M contract for the Pine Glen Mine Drainage Treatment Plant and will split the costs between Title IV and Title V as illustrated in the table attached as Exhibit 1;

WHEREAS, the use of a trust fund is authorized as an alternative financial assurance mechanism under provisions of SMCRA which contemplate such a trust is for the public purpose of protecting the environment and the health and welfare of the public, without limitation on duration, and is a means which provides for the sound future treatment of pollutorial discharges. 52 P.S. § 1396.4(d) and (d.2), 25 Pa. Code § 86.158(f);

WHEREAS, the Settlor, acting through its duly authorized officers or representatives and with the approval of the Department, has selected the Trustee under this Agreement;

WHEREAS, the Trustee has been induced, and has agreed and is willing to perform the duties as are required to be performed pursuant to this Agreement;

WHEREAS, the Trustee is a Pennsylvania-chartered or national bank or financial institution with trust powers or a trust company, with offices in

Pennsylvania and whose trust activities are examined or regulated by a state or federal agency;

WHEREAS, the Department has joined in this Agreement to indicate its acceptance of the terms and conditions set forth in, as well as the powers and authorities granted by, this Agreement;

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

Establishment of Trust

§ 1.1 The Settlor and the Trustee hereby establish this Trust for the benefit of the Department, or its successor, to be utilized for the primary purpose of addressing environmental obligations related to operation and maintenance of the Pine Glen Mine Drainage Treatment Plant. For purposes of this Agreement, operation includes, but is not limited to, the operation, maintenance 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.

§ 1.2 The Settlor and the Trustee intend for the Department to be the legal beneficiary of this Trust and to have all rights of a beneficiary under the law, as well as all rights granted under this Trust Agreement. The Department, as beneficiary, shall have access to the Trust as provided herein.

§ 1.3 The Trust principal, held for the benefit of the Trust as hereinafter provided, shall consist of:

(a) The initial payment or transfer to the Trustee of \$540,564.00 by Settlor.

(b) Cash, funds or property transferred from any other person to the Trust and accepted by the Trustee as directed by the Department.

(c) All investments, reinvestments, assets or proceeds attributable to or derived from the items listed in this subparagraph.

§ 1.4 All of the preceding payments proceeds and assets referred to in Sections 1.3 and hereof shall constitute the Trust principal, which together with all earnings, accretions and profits therefrom, less any payments or distributions made by the Trustee pursuant to the terms of this Trust Agreement, shall constitute the Trust Fund.

§ 1.5 All payments made to the Trust or deposits into the Trust by the Settlor shall be irrevocable once made, and upon delivery thereof, by or on behalf of the Settlor, all interest of the Settlor 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.

§ 1.6 The Trust Fund shall be held, administered, invested and reinvested by the Trustee, IN TRUST, as hereinafter provided, and all distributions therefrom shall be made in accordance with the provisions of this Trust Agreement.

§ 1.7 Any monetary payments made by the Settlor or on its 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 or collection thereof, but the Trustee shall notify the Department of any deficiencies in the payments required to be made by the Settlor or on its behalf whenever the Trustee has knowledge of such deficiencies.

ARTICLE TWO

Distribution Payments

§ 2.1 The Trustee shall make distribution payments from the Trust upon the written order of the Department and the Department shall designate the subaccount from which such disbursement payment shall be made. The Department shall have the authority to designate, in writing, any person or entity to receive distribution payments from the Trust. The Trustee shall, upon receipt of written order for distribution payment from the Department, make distribution payments from the Trust as directed in the Department's written order. The Trustee shall be fully protected and entitled to rely upon the written orders of the Department and shall not be liable to any party for acting in accordance with those directions.

§ 2.2 The Trustee is authorized and shall, upon the written order of the Department, enter into contracts, and take title to easements, rights of way and other property interests and property as necessary to carry out the purposes of the

Trust. The Trustee is authorized, upon the written order of the Department, to contract with or otherwise engage the services of, and pay reasonable compensation to, such persons or entities as the Trustee may require to carry out this provision. This authorization is in addition to the other powers granted to the Trustee by this Trust Agreement with regard to the retention and compensation of agents. Any property acquired or services provided under this provision shall not be deemed to be acquired or provided to the Trustee or the Department, but shall be deemed to be acquired or provided on behalf of the Trust, and the Trustee shall not incur any liability under the Trust when acting in accordance with the provisions of this paragraph.

§ 2.3 Except as provided by this Trust Agreement, no other disposition of monies shall be made unless directed, in writing, by the Department.

ARTICLE THREE

Trust Management

§ 3.1 The Trustee shall invest and reinvest the principal and income of the Trust and keep the Trust invested as a single fund, without distinction between principal and income. The Trustee shall add to principal any income not distributed pursuant to the provisions of this Agreement.

§ 3.2 The Trustee shall have a fiduciary duty to act at all times in the best interest of the Trust. It shall be the responsibility and sole authority of the Trustee to make decisions concerning investment and disposition of the assets of the Trust, and the Trustee shall discharge its investment duty in a manner designed to meet

the goals of the Trust. Subject to section 3.3(i), the Trustee shall seek to manage the Trust with that degree of judgment, skill and care under the circumstances then prevailing, which persons of prudence, discretion and intelligence, who are familiar with such matters, exercise in the management of their own affairs.

§3.3 In order to accomplish the purpose of the Trust as stated in § 1.1, the Trustee shall manage and invest the assets of the Trust in a manner designed to achieve an expected return that is commensurate with the amount of risk taken which will be determined by the account's asset allocation. Portfolio returns will be compared relative to standard market indices and blended to reflect the account's overall risk profile after the subtraction of all fees, taxes and expenses. For purposes of investing or reinvesting the assets in the Trust, the Trustee shall have investment discretion subject to the following guidelines:

(a) The Trustee may purchase shares of any mutual funds or "money market funds" which have their assets invested in equity shares, including any mutual fund for which the Trustee or any affiliate may be an advisor, subadvisor, manager, custodian or Trustee.

(b) The Trustee may purchase any equity shares listed on a national or regional stock exchange or capable of being valued in accordance with any other daily-recognized valuation methodology.

(c) The Trustee may purchase any bonds listed on a national exchange or capable of being valued in accordance with any other daily-recognized valuation methodology, including, but not limited to, bonds or

obligations of any state or municipality, or that are obligations of or are guaranteed by the United States of America.

(d) The Trustee may invest in any interest-bearing bank account or "money market" account.

(e) The Trustee may sell at public or private sale any shares acquired under this article.

(f) In regard to any shares or other equity interests the Trustee may hold, the Trustee may join in any merger, reorganization, voting-trust plan or any other concerted action of owners or shareholders.

(g) The Trustee, in the exercise of its investment powers, may utilize puts and calls, short sales, options and warrants or other investment strategies generally recognized as prudent when utilized to enhance returns, reduce risk or mitigate loss.

(h) The Trustee may hold cash awaiting investment or distribution for a reasonable period of time, provided however, where possible and consistent with sound investment practices, shall invest such cash in overnight investments.

(i) The Trustee shall not be responsible for any losses incurred hereunder whether it is due to market fluctuations or otherwise, except in the case of its gross negligence or willful misconduct or that of its agents.

(j) The Trustee may not invest in high-risk non-transparent investment instruments, such as collateralized debt obligations, credit-default swaps, hedge funds or derivatives.

ARTICLE FOUR

Express Powers of Trustee

§ 4.1 Without in any way limiting the powers and discretion conferred upon the Trustee by the other provisions of this Trust Agreement or by law, the Trustee is expressly authorized and empowered:

(a) To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the power herein granted.

(b) To register any securities held in the Trust in its own name or in the name of a nominee and to hold any security in bearer form or book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve Bank, but the books and

records of the Trustee shall at all times show that all such securities are part of the Trust and that such securities are not co-mingled with or made a part of any other account of another customer of the Trustee or the Trustee itself.

(c) To deposit any cash in the Trust in interest-bearing accounts maintained by the Trustee, to the extent such are insured by an agency of the Federal or State Government or otherwise secured as provided under the laws of the Commonwealth of Pennsylvania.

(d) To hold title to real and personal property and to generally exercise all rights and privileges appurtenant to any property held by the Trustee as may be necessary to preserve, protect, maintain, operate, transfer, convey or sell *such* property, and to execute and deliver any and all instruments which may be necessary or expedient in any powers granted under this Trust Agreement.

(e) To purchase public liability insurance and fire insurance, when directed to do so by the Department, to cover the operation, maintenance, improvement and all other activities associated with the real and personal property held by the Trust. The Trustee and the Commonwealth of Pennsylvania and the Landowners of the Pine Glen Mine Drainage Treatment Plant site shall be listed on the policy as additional insureds. The insurance shall be written on an occurrence basis and shall provide bodily injury and property damage coverage in the amounts of \$500,000 per person

and \$1,000,000 per occurrence. The fire insurance shall be in the amount determined by the Department.

ARTICLE FIVE

Advice of Counsel

§ 5.1 The Trustee may, from time to time, consult with counsel of its own choosing with respect to any question arising as to the construction or interpretation of this Agreement or any action to be taken hereunder. The Trustee shall be protected, to the extent permitted by law, in acting in good faith on the advice of counsel.

§ 5.2 The Trustee shall not be required to furnish any bond or security in any jurisdiction.

§ 5.3 No person dealing with the Trust or the Trustee shall be obligated to inquire as to the authority of the Trustee in connection with the acquisitions, investment, management or disposition of the Trust assets or in connection with the exercise of any other power granted under this Agreement.

ARTICLE SIX

Claims

§ 6.1 The Trustee shall not initiate, terminate, settle, compromise or otherwise adjust claims in favor of or against the Trust without the written consent of the Department.

§ 6.2 The Trustee shall give prompt written notice to the Department of each claim in favor of or against the Trust, specifying the amount and nature of such claim. The Trustee shall also give prompt written notice to the Department of any controversies, demands, actions, losses, damages, costs or expenses or any other matter which the Trustee believes is likely to give rise to a claim.

§ 6.3 The Department shall have the right, but not the duty to: (1) direct the Trustee to initiate, terminate, settle, compromise or otherwise adjust claims in favor of or against the Trust, and (2) participate in the prosecution of, or defense against, any claim in favor of or against the Trust. To the extent the Department directs the Trustee to assume prosecution or defense, the Trustee shall retain counsel of the Department's choosing or counsel selected by the Trustee and approved by the Department. If the Department directs the Trustee to assume prosecution or defense of any claim, the Trustee shall prosecute or defend the claim at the expense of the Trust, and the Trustee shall be entitled to assess against the Trust Fund all costs associated with the prosecution or defense. Upon notice to the Trustee that the Department will assume prosecution or defense, the Trustee will not be responsible for the subsequent prosecution or defense nor for any loss ensuing therefrom. If the Department fails to instruct the Trustee with respect to the prosecution or defense of any claim, the Trustee may prosecute or defend any claim at the expense of the Trust, but shall be under no duty to do so, and shall have no liability for its failure or refusal to prosecute or defend the claim if the Trustee deems such action to be in the best interest of the Trust.

ARTICLE SEVEN

Evaluation and Reports

§ 7.1 The Trustee shall at least quarterly furnish to the Department and to the Settlor a statement providing an accounting of all transactions involving the Trust and confirming the value of the Trust. The report shall include financial information for the trust which includes, but is not limited to, the type and value of investments, rate of return, disbursements, and interest. 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. The Trustee shall submit an annual report within thirty (30) days of each annual term to the Department and to the Settlor summarizing the value of investments, rate of return and expenses for the previous year.

§ 7.2 The Trustee shall be responsible for the keeping of all appropriate books and records relating to the receipt and disbursement of all monies and assets under this Trust Agreement. In addition, whenever called upon to do so, the Trustee shall exhibit to the Settlor, should the Settlor be in existence, and the Department, all documents, instruments or reports relating to the Trust or the Trust Fund. The Trustee shall also cause to be prepared all income tax returns required to be filed with respect to the Trust and shall execute and file such returns. The Department, upon request, shall furnish the Trustee with such information as may be reasonably required in connection with the preparation of such income tax returns.

ARTICLE EIGHT

Expenses, Taxes and Trustee Compensation

§ 8.1 Compensation of the Trustee and all other reasonable and customary expenses incurred by the Trustee, including fees for legal services rendered to the Trustee, shall be taken and paid from the Trust at the time that the Trustee shall deem appropriate. Trustee shall be paid a fee, semi-annually in advance, based on the attached schedule of fees marked Exhibit 2. The Trustee must provide the Department written notice of any proposed future changes of the Trustee's schedule of fees. The Department has thirty (30) days after receipt of the proposed changes to approve or disapprove the proposed changes to the Trustee's schedule of fees.

§ 8.2 The Trust is intended to be categorized as a charitable trust as defined by 20 Pa. C.S.A. §7735 (UTC 405) and as a federal and Pennsylvania charitable trust organized exclusively for charitable, educational, and/or scientific purposes pursuant to Section 501(c)(3) of the Internal Revenue Code.

No part of the net earnings of the Trust shall inure to the benefit of, or be distributable to, its members, trustees, officers or other private persons, except that the Trust shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the provisions of the Trust establishing the purpose of the Trust. The Trust shall not engage in lobbying, or otherwise attempting to influence legislation, and the Trust shall not participate in, or intervene in (including the

publishing or distribution of statements), any political campaign on behalf of any candidate for public office.

Notwithstanding any other provisions of this document, the Trust shall not carry on any other activities not permitted to be carried on (a) by a trust exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or (b) by a trust, contributions to which are deductible under Section 170(c) of the Internal Revenue Code, or corresponding section of any future federal tax code.

Upon dissolution of the Trust, assets shall be distributed to one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose.

ARTICLE NINE

Successor Trustee

§ 9.1 The Trustee's resignation shall not be effective until a successor trustee has been appointed and such appointment confirmed, in writing, by the Department, which confirmation will not be unreasonably withheld. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder and shall be subject to the same reservations, limitations, terms and conditions. The successor trustee shall specify the date on which it will assume administration of the Trust, in writing, sent to the Trustee and Department, by certified mail, return receipt requested, not less than ten (10) days before such assumption takes effect. Upon the successor trustee's acceptance of the

appointment, the Trustee hereunder shall assign, transfer, convey and pay-over to the successor trustee the funds and properties then constituting the Trust and shall provide the Department and successor trustee a full accounting of all transactions involving the Trust which occurred after the last quarterly statement provided in accordance with Article Seven and shall be discharged from any further liability or responsibility with regard to the administration of the Trust.

§ 9.2 The Department may replace the Trustee at the Department's discretion with a Pennsylvania-chartered or national bank or corporate financial institution with trust powers or a trust company with offices in Pennsylvania and whose trust activities are examined or regulated by a state or federal agency. The trustee's replacement shall not be effective until a successor trustee has been appointed and such appointment confirmed, in writing, by the Department. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder and shall be subject to the same reservations, limitations, terms and conditions. The successor trustee shall specify the date on which it will assume administration of the Trust, in writing, sent to the Trustee and Department, by certified mail, return receipt request, not less than ten days before such assumption takes effect. Upon the successor trustee's acceptance of the appointment, the Trustee hereunder shall assign, transfer, convey and pay over to the successor trustee the funds and properties in constant between the trust and shall provide the Department and successor trustee a full accounting of all transactions involving the Trust which occurred after the last quarterly statement

provided in accordance with Article Seven and shall be discharged from any further liability or responsibility with regard to the administration of the Trust.

ARTICLE TEN

Instructions to the Trustee

§ 10.1 All orders and instructions by the Department to the Trustee shall be in writing, and signed by either the Deputy Secretary for Active and Abandoned Mine Operations, the Director of the Bureau of Mining Operations, the Director of District Mining Operations, the Director of the Bureau of Abandoned Mine Reclamation, the Moshannon District Mining Manager, or such other persons as the Department may designate by amendment, in writing, to this Agreement. The Trustee shall be fully protected and shall not be liable to any party while acting in accordance with the Department's orders and instructions, when such orders and instructions are authorized by the Agreement and consistent with the Trustee's fiduciary duty to the Trust, and, to the extent necessary, shall be held harmless from the Trust fund. The Trustee shall not have the right to assume, in the absence of written notice to the contrary, that an event constituting a change or termination of the authority of any person to act on behalf of the Department hereunder has occurred. The Trustee, upon receipt of orders, requests or instructions by the Department which are signed by a person purporting to be designated by the Department, but not listed above or in any written amendment to this Agreement, shall with due diligence ascertain if such persons are designated by the Department and have authority to act on behalf of the Department hereunder.

§ 10.2 The Trustee may request and rely upon the written instruction of the Department with respect to decisions concerning the operation of the Pine Glen Mine Drainage Treatment Plant and any other treatment facilities which may be required in the future. Decisions concerning investment and disposition of the assets of the Trust are the sole responsibility of the Trustee, and the Trustee shall act in a manner consistent with its fiduciary duty to the Trust, notwithstanding instructions of the Department related to investment and disposition of assets which may be to the contrary.

ARTICLE ELEVEN

Trustee Exculpation

§ 11.1 The Trustee shall not be responsible for the enforcement or policing of any environmental action nor be required to defend any claims relating thereto. The Trustee shall be a mere title holder and "fiduciary" as defined in the Pennsylvania Act entitled: "The Economic Development Agency, Fiduciary and Lender Environmental Liability Protection Act," Act No. 3 of 1995, P.L. 33, 35 P.S. §§6027.1 through 6027.14, and its liability shall be limited as provided under Section 6 of the Act, 35 P.S. §6027.6.

§ 11.2 As to all actions taken by the Trustee with respect to the administration of the Trust, the Trustee shall not be answerable or liable for the exercise or nonexercise of any discretion or power under this Agreement nor for anything whatever in connection with the Trust hereunder, except for its own gross negligence or willful misconduct or that of its agents. Except in the case of the

Trustee's own gross negligence or willful misconduct, the Trustee shall be entitled to be exonerated and indemnified from the Trust Fund against any and all losses, claims, costs, expenses and liabilities arising out of in connection with the administration or distribution of the Trust Fund or the affairs of the Trust. The provisions of this section shall also extend to the employees and agents of the Trustee.

ARTICLE TWELVE

Irrevocability and Termination

§ 12.1 The Trust shall be irrevocable and, except as provide in §16.5 of ARTICLE SIXTEEN hereof, shall continue from the date of inception, unless otherwise terminated by the occurrence of any one of the following:

(a) The Trustee determines that the size of the Trust does not warrant the continuation of the Trust.

(b) The Trustee determines that administration of the Trust renders it impractical to continue the Trust and the Department agrees.

Upon termination of the Trust, the Trustee shall distribute any residuum, less final trust administration expenses of the Trustee, to the Department, unless directed otherwise in writing by the Department.

ARTICLE THIRTEEN

Amendments

§ 13.1 This Trust Agreement may be amended by an instrument in writing, executed by the Settlor or Trustee and the Department or by the Trustee and the

Department any amendment of this Trust Agreement cannot in any manner affect the irrevocable nature of the Trust.

ARTICLE FOURTEEN

Notices

§ 14.1 All notices, inquiries, directions or other written communications made or given pursuant to the Trust shall be given to 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:

Department: Moshannon District Mining Operations
District Mining Manager
186 Enterprise Drive
Philipsburg, PA 16866

Trustee: Pine Glen Treatment Trust
Woodlands Bank, Trustee
Thomas B. Burkholder
Vice President & Trust Officer
2450 E. Third Street
Williamsport, PA 17701

§ 14.2 Any change in the above addresses shall be made by giving notice to all parties to the Trust.

ARTICLE FIFTEEN

Interpretation

§ 15.1 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 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.

ARTICLE SIXTEEN

Construction

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

§ 16.2 In case of the merger or consolidation of any corporate Trustee serving hereunder, the resultant company shall become such Trustee's successor without notice to any party.

§ 16.3 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 without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

§ 16.4 All covenants and agreements contained herein shall be binding upon and inure to benefit 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 Department or the Trustee shall bind their successors and assigns.

§ 16.5 It is the intention of the parties hereto that this Trust remain in existence until terminated in accordance with the provisions of ARTICLE TWELVE hereof and that the Trust be exempt from the application of any rule against perpetuities by reason of the Department's beneficial interest herein because the Trust is authorized by the Pennsylvania Surface Mining Conservation and Reclamation Act which contemplates no limitation on duration, and because the Trust is for the public purpose of assuring funds will be available in the future to ensure the Pine Glen Mine Drainage Treatment Plant will continue to be maintained and operated to protect the environment and the health and welfare of the public. However, in the event that it is ever finally determined by a court with jurisdiction in the matter, that the Trust is subject to any such rule, then the Trust shall terminate twenty-one (21) years less one (1) day, after the death of the last descendent of Ambassador Joseph P. Kennedy living on the date of this Trust Agreement, and the Trust Fund shall be distributed to the Department, less final trust administration expenses of the Trustee.

ARTICLE SEVENTEEN

Situs

§ 17.1 The Trust created by this Agreement shall have a legal situs in Dauphin County, 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.

ATTEST:

Cody A. Wiley

SETTLOR:

BY: Margaret H. Dunn
Margaret H. Dunn
Executive Director

ATTEST:

David L. Bartges
David L. Bartges
Vice President

TRUSTEE:

BY: Thomas B. Burkholder
Thomas B. Burkholder
Vice President & Trust Officer

ATTEST:

Carla Mannes

DEPARTMENT:

BY: Michael W. Smith
Michael W. Smith
District Mining Manager

Approved as to Form:

BY: Nels J. Taber
Name: Nels J. Taber
Title: [Counsel for Department]

EXHIBIT 1

The Moshannon District Mining Office will manage the O&M contract for the Pine Glen Mine Drainage Treatment Plant and will split the costs between Title IV and Title V as illustrated in the table attached as Exhibit 1.

Table

Pine Glen <i>Estimated</i> Annual Operation & Maintenance Costs and Trust Fund Amount								
COST DETAIL - ENTIRE SYSTEM					PROPORTIONAL COST BREAKDOWN			
Annual Cost Item	Qty	Unit	Rate	Total	Title IV		Title V	
					%	Cost	%	Cost
Chemical - Hydrated Lime	125	Tons	\$160.00	\$19,929.89	67%	\$13,353.02	33%	\$6,576.86
Labor 2-3 visits per week; 5 hrs. per visit	364	Hrs.	\$45.00	\$16,380.00	50%	\$8,190.00	50%	\$8,190.00
Electricity (auger, mixer, controls, lights, etc.)	25,000	kWH	\$0.10	\$2,500.00	50%	\$1,250.00	50%	\$1,250.00
Sludge Pumping (3 ponds twice per year)	4	Event	\$2,000.00	\$8,000.00	50%	\$4,000.00	50%	\$4,000.00
Maintenance (pipe, channel & tank cleaning; mechanical repairs; snow plowing; road maint. etc.)	2.00	%	\$500,000.00	\$10,000.00	50%	\$5,000.00	50%	\$5,000.00
TOTAL ESTIMATED COST FOR OPERATING AND MAINTAINING PLANT:				\$56,809.89		\$31,793.02		\$25,016.86
Evaluation Term: 40 Years								
PV Annual costs (8.43% Net ROR/3.1% Inflation)				\$965		\$540,5		\$425
(1.4 volatility factor applied to PV)				,912		64		,348
(from AMDTreat v5.0+ Financial Forecasting Module)								
<p>Sludge pumping staggered based on sludge pond capacity; therefore, 2 events are needed to pump 3 ponds. (Sludge pumping will require being on site 4 times per year to complete biannual pumping of all 3 ponds.)</p> <p>Estimated Title IV flow rate: 200 gpm (based on approximate estimated flow from BAMR pipes)</p> <p>Estimated Title V flow rate: 100 gpm (approximate representative total flow minus BAMR pipe flow)</p> <p>Total flow rate: 300 gpm</p> <p>Estimate portion of flow to be treated related to Title IV: 2/3 (67%)</p> <p>Estimate portion of flow to be treated related to Title V: 1/3 (33%)</p> <p>Actual Labor and Maintenance costs may vary significantly based on actual O&M costs, maintenance needs, seasonal conditions, etc.</p>								

EXHIBIT 2

WOODLANDS BANK Trust & Asset Management Services

REVOCABLE TRUSTS, IRREVOCABLE TRUSTS & TESTAMENTARY TRUSTS FEE SCHEDULE

Accounts Invested in Individual Securities

Market Value Fee

\$8.00 per \$1000 on the first \$250,000
\$6.50 per \$1000 on the next \$250,000
\$5.50 per \$1000 on the next \$500,000
\$4.50 per \$1000 on the next \$500,000
\$3.00 per \$1000 on the next \$500,000
\$2.00 per \$1000 on the balance

Minimum Annual Fee: \$800.00

Accounts Fully Invested in approved Mutual Funds

Market Value Fee

\$5.50 per \$1000 on the first \$250,000
\$4.50 per \$1000 on the next \$250,000
\$3.00 per \$1000 on the next \$500,000
\$2.00 per \$1000 on the balance

Minimum Annual Fee: \$500.00

Split Interest Trusts: Where the beneficial interests of the trust are split between different parties (i.e. income beneficiary vs. remainder beneficiary or beneficiaries), the trustee's fee shall be apportioned 50% to income and 50% to principal unless otherwise specified in the governing document.

Bill Paying Services: \$1.00 per bill paid will be charged when the number of bills paid exceeds 25 in any one calendar year.

Income Tax Services Fees: Trust Fiduciary—Revocable Grantor Trust \$20.00
Trust Fiduciary—Irrevocable—Grantor Trust \$40.00
Trust Fiduciary—Testamentary Trust & Irrevocable Trust [Complex & Simple Trusts] \$75.00;
Charitable Split Interest Trust \$100.00 and Foundations & Other Charitable Trusts \$150.00

Revised & Effective January 1, 2015



RECEIVED

SMP 14803008

Permit No.

FEB 27 2013

DEP Moshannon DMO

**CONSENT TO RIGHT OF ENTRY FOR DESIGN AND STUDY AND
FOR CONSTRUCTION, OPERATION AND
MAINTENANCE OF MINE DRAINAGE TREATMENT FACILITY**

Property Owner(s): List everyone with an ownership interest in the property which is the subject of this Agreement.

Name: Robert D. Confer
Address: 359 Mill Street Extension
Howard, PA 16841

WHEREAS, the Property Owner(s) own surface property containing acres located in Burnside Township, Centre County, Pennsylvania, and described in Deed Book Volume 2024, Page 0786, in the Centre County Recorder's Office (the Property);

WHEREAS, the Commonwealth of Pennsylvania, Department of Environmental Protection (DEP) is authorized, pursuant to the Surface Mining Conservation and Reclamation Act, 52 P.S. § 1396.1 et seq. (SMCRA), the Clean Streams Law, 35 P.S. § 691.1 et seq., and their implementing regulations, to perform mine reclamation activities on mine sites for which the bond has been forfeited, including the construction, operation and maintenance of facilities designed to remediate the effects of abandoned mine drainage;

WHEREAS, the Property has been affected by a mine site for which the bond was forfeited and reclamation of the mine site was not completed in accordance with the requirements of SMCRA and the Clean Streams Law;

WHEREAS, DEP has requested and the Property Owner(s) is/are willing to grant DEP a right of entry into, under, over and upon the Property to conduct mine reclamation activities on the Property, including study, design, construction, operation and maintenance of abandoned mine drainage treatment facilities, as more fully described in the attached Scope of Work;

WHEREAS, DEP has determined that abandoned mine drainage is discharging from or passing through the Property, and that the abandoned mine drainage on the Property is causing pollution, or a danger of pollution, to waters of the Commonwealth;

WHEREAS, pursuant to Section 316 of the Clean Streams Law, 35 P.S. § 691.316, whenever DEP finds that pollution, or a danger of pollution, to waters of the Commonwealth exists on land within the Commonwealth, DEP may order the landowner to correct the condition in a manner satisfactory to DEP (such as by constructing and operating a mine drainage treatment facility); or, DEP may order the landowner to allow DEP or DEP's agent access to the land to take action to remediate the pollution (such as by constructing and operating a treatment facility);

WHEREAS, pursuant to Section 8106 of the Environmental Good Samaritan Act, 27 Pa.

C.S. § 8106, a landowner who provides access to the land, without charge or other consideration, for purposes of enabling installation of a water pollution abatement project shall be immune from liability for the operation, maintenance or repair of the water pollution abatement facilities installed during the project, unless the landowner negligently damages or destroys the facilities or denies access to those persons who operate, maintain or repair the facilities;

WHEREAS, pursuant to Section 8106 of the Environmental Good Samaritan Act, 27 Pa. C.S. § 8106, a landowner who provides access to the land, without charge or other consideration, for purposes of enabling installation of a water pollution abatement project shall not be deemed to assume legal responsibility for any pollution resulting from a water pollution abatement project, and shall not be subject to a citizen suit filed under the Clean Streams Law for pollution resulting from a water pollution abatement project;

WHEREAS, DEP proposes to undertake mine reclamation activities on the Property, either through Commonwealth employees or through a third-party contractor, which include study and design, and constructing, operating and maintaining facilities for treating abandoned mine drainage to improve the quality of water discharging from or passing through the Property, and thereby abating pollution in accordance with the applicable provisions of SMCRA, the Clean Streams Law, and their implementing regulations;

WHEREAS, DEP has determined that the abandoned mine drainage treatment facilities to be constructed on the Property qualify as a water pollution abatement project under the Environmental Good Samaritan Act and the Property Owner(s) will be subject to protection under that Act by providing access, at no charge, to the Department for purposes of constructing, operating and maintaining the treatment facilities on the Property;

WHEREAS, the Property Owner(s) acknowledge that completion of mine reclamation on the Property and treatment of the abandoned mine drainage on the Property will provide benefits to the Property Owner(s) and to the Commonwealth through abatement of a nuisance, restoration of land affected by mining operations, and prevention of pollution to waters of the Commonwealth;

NOW THEREFORE, in consideration of the benefits which the Property Owner(s) and the general public will receive, and with the intention of being legally bound, it is agreed as follows:

1. Right of Entry. The Property Owner(s) hereby grant(s) and convey(s) to DEP, its employees, agents, servants, grantees, trustees, contractors, and subcontractors, a right of entry into, under, over and upon the Property. This consent gives the Commonwealth the right to enter, inspect, study, sample, monitor water quality, and perform all other actions reasonably necessary to complete the design of mine drainage treatment facilities adequate to treat any abandoned mine drainage discharging from or passing through the Property. This right of entry includes all necessary rights of ingress, egress and regress with all personnel, materials, and equipment needed to perform the mine reclamation activities described in the attached Scope of Work. It is specifically agreed and understood that this contractual consent gives the Commonwealth, or its agent, the right to construct, operate and maintain all treatment facilities necessary to remediate pollution from any abandoned mine drainage discharging from or passing through the Property. This contractual consent does not constitute any ownership interest by the Commonwealth in the Property.

2. Duration of Right of Entry. The term of this Right of Entry shall extend for the length of time necessary to complete the reclamation activities described in the attached Scope of Work. It is specifically understood and agreed that the term of this Right of Entry extends for the length of time necessary to operate and maintain all mine drainage treatment facilities to be constructed on the Property, in furtherance of the goal of remediating water pollution, and shall only terminate when such treatment facilities are no longer necessary to remediate or prevent pollution to waters of the Commonwealth.

3. Insurance. In the event that the mine reclamation activities described in the attached Scope of Work are conducted by DEP contractors, DEP will require its contractors to obtain and keep in force insurance coverage sufficient to protect DEP and the Property Owner(s) against damage or injury resulting from the negligence or fault of its contractors. DEP will also require its contractors to name the Property Owner(s) as an additional insured under the insurance coverage.

4. Property Use. During the term of this Right of Entry, the Property Owner(s) will not, without the written consent of DEP, make any use of the Property which will interfere with the reclamation activities performed by the Department on the Property or with the construction, operation or maintenance of the mine drainage treatment facilities installed on the Property.

5. Notification. This Consent to Right of Entry shall be recorded by DEP in the Centre County Recorder's Office within thirty (30) days of its execution. In the event that the Property Owner(s) intend(s) to sell, lease, or otherwise transfer any interest in the Property prior to the termination of this Right of Entry, the Property Owner(s) shall advise the prospective owner or lessee of the terms and conditions of this Right of Entry. The Property Owner(s) shall advise DEP of the intent to sell the Property prior to any sale.

(a) Prior to installation of the mine drainage treatment facilities on the Property as described in the attached Scope of Work, DEP or its agent will provide reasonable notice to the Property Owner(s) prior to entering the Property.

6. Representation of Interests. The Property Owner(s) represent(s) that he/she/they is/are the only person(s) or entit(y)(ies) who has/have any legal interest in the Property, including any easements or rights-of-way, and that the Property Owner(s) is/are authorized to grant access to the Department or its agent for construction, operation and maintenance of the mine drainage treatment facility. A map of the proposed facility and the existing property boundaries is attached as part of the Scope of Work.

7. Binding on Successors. All the covenants, representations, consents, waivers and agreements contained herein shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns.

IN WITNESS WHEREOF, the Property Owner sets its hand and seal, for itself, its heirs, executors, administrators, successors and assigns, intending to be legally bound, this 26 day of February, 2013.

The Property Owner(s)

(Each owner sign and print or type their name under the signature.)

Robert D. Confer
Name

Robert Confer

ACKNOWLEDGMENT

STATE OF PA
COUNTY OF Centre

SS

On this, the 26th day of Feb., 2013, before me, the undersigned Notary, personally appeared

Robert D. Confer

(Name (s))

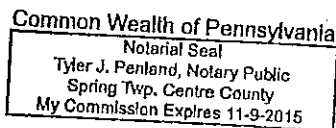
known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to this instrument, and who acknowledged that (he, she or they) have executed the same and desire it to be recorded.

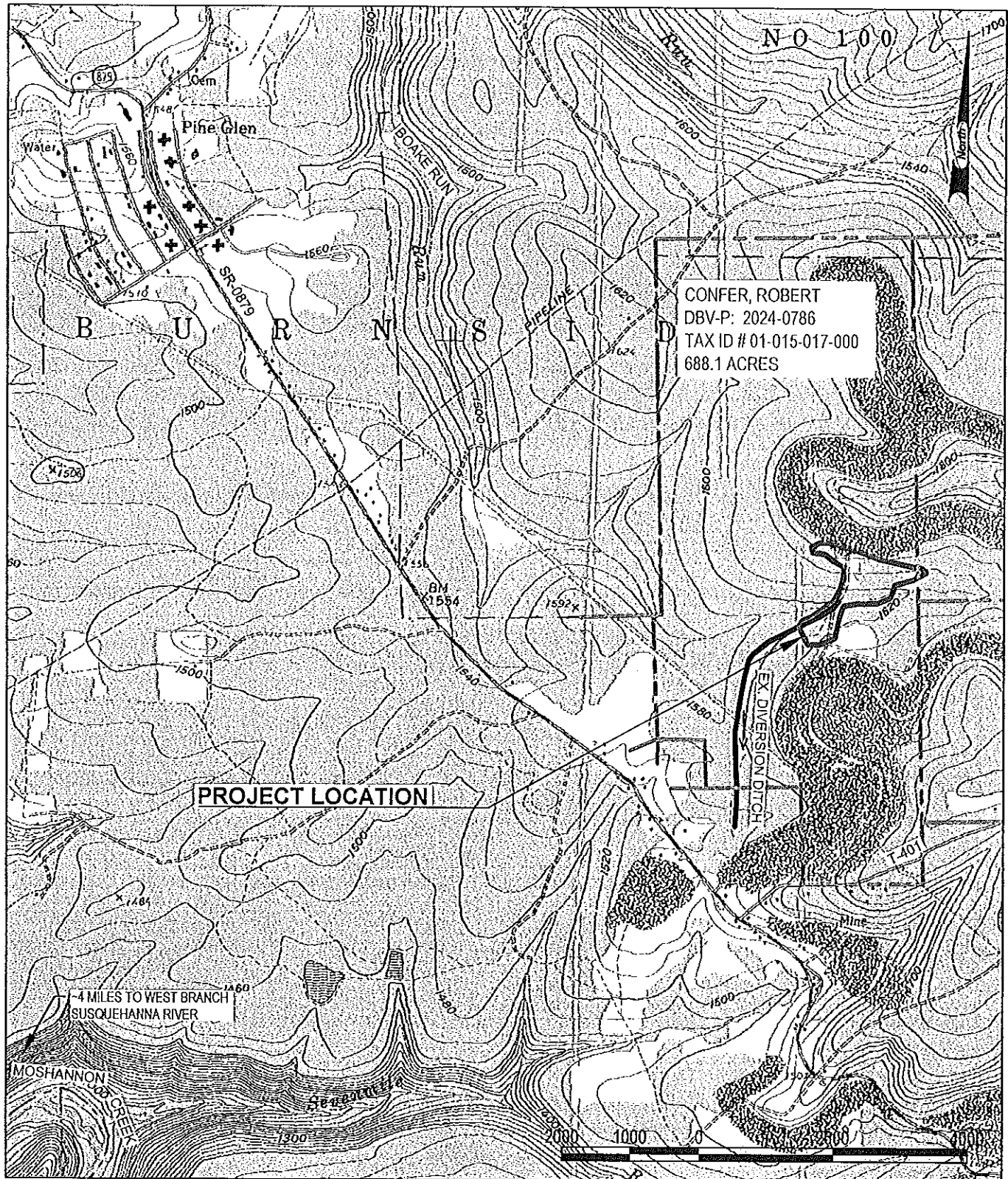
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL)

Tyler J. Penland
Notary Public

My Commission Expires: 11-9-15





USGS 7.5' KARTHAUS, PA (PI1981)
 Appx. Property lines and ownership
 Information from Centre County GIS
 website accessed 09/10/10.
 THIS IS NOT A SURVEY

PROPERTY LOCATION MAP
PINE GLEN AMD TREATMENT
STREAM RESTORATION INCORPORATED
MOSHANNON CREEK WATERSHED
SEVENMILE RUN SUBWATERSHED

BURNSIDE TOWNSHIP, CENTRE COUNTY, PENNSYLVANIA
 Scale: 1" = 2000' September 2010

Center of Project
 Lat: 41-04-27
 Lon: 78-01-09
 Dag-Min-Sec

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF MINING PROGRAMS**

SMP 14803008

Permit No.

**CONSENT OF ADJACENT LANDOWNER TO
RIGHT OF ENTRY FOR MINE RECLAMATION PROJECT**

Pursuant to the Surface Mining Conservation and Reclamation Act, 52 P.S. § 1396.1 et seq. (SMCRA), the Clean Streams Law, 35 P.S. § 691.1 et seq., and their implementing regulations, the Commonwealth of Pennsylvania, Department of Environmental Protection (DEP) proposes to perform mine reclamation work on a mine site for which the bond was forfeited and proper reclamation of the mine site was not completed by the mine operator.

In order to perform this reclamation work, it will be necessary for officers, agents, employees and contractors of DEP to enter upon surface property owned by **Grant D Etters**, located in **Burnside** Township, **Centre** County, Pennsylvania, and described in Deed Book Volume **0362**, Page **0056**, in the **Centre** County Recorder's Office (the Property). The Property is adjacent to the site upon which the reclamation work will be performed, and the DEP, its officers, agents, employees and contractors must cross the Property to obtain access to the reclamation work site. A map of the existing boundaries of the Property is attached.

NOW THEREFORE, in consideration of the benefits which the Property owner(s) and the general public will receive, and with the intention of being legally bound, the owner(s) of the Property hereby grants and conveys to DEP, its employees, agents and contractors, a right of entry into, over and upon the Property. This consent gives the Commonwealth only the right of ingress and egress upon the Property for the purpose of performing actions reasonably necessary to complete the study, design, construction, operation and maintenance of mine drainage treatment facilities on adjacent land.

This right of entry includes all necessary or convenient rights of ingress, egress and regress with all necessary or convenient personnel, materials, and equipment to conduct the reclamation work on adjacent land.

The term of this Right of Entry shall extend for the length of time necessary to complete the reclamation activities. It is specifically understood and agreed that the term of this Right of Entry extends for the length of time necessary to operate and maintain all mine drainage treatment facilities to be constructed on the adjacent property, in furtherance of the goal of remediating water pollution, and shall only terminate when such treatment facilities are no longer necessary to remediate or prevent pollution to waters of the Commonwealth.

The landowner may terminate this agreement at any time for just-cause including the development of the property for uses that are incompatible with the use of the road to access the treatment system. The landowner agrees to give DEP advanced notice that will allow DEP one year to find alternate access to the treatment system.

This Right of Entry does not obligate the Commonwealth to undertake mine reclamation activities on the Property, and does not constitute any ownership interest by the Commonwealth in the Property.

In the event that mine reclamation work performed on adjacent land is conducted by DEP contractors, DEP will require its contractors to obtain and keep in force insurance coverage sufficient to protect DEP and the owner(s) of the Property against damage or injury resulting from the negligence or fault of its contractors.

DEP has determined that the abandoned mine drainage treatment facilities to be constructed on the adjacent Property qualifies as a water pollution abatement project under Section 8106 of the Environmental Good Samaritan Act, 27 Pa. C.S. § 8106, and the Property Owner(s) who allow access to the land, without charge or other consideration, to the water pollution abatement project are subject to all protections under that Act.

IN WITNESS WHEREOF, the owner(s) of the Property sets its hand and seal, for itself, its heirs, executors, administrators, successors and assigns, intending to be legally bound, this 9TH day of JULY, 2013.

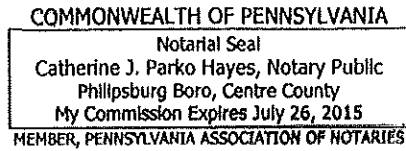
The Property Owner(s)
(Each owner sign and print
their name under the signature.)

Grant Etters
Name:

GRANT ETTERS
Name:

ACKNOWLEDGEMENT

STATE OF Pennsylvania :
COUNTY OF Centre : SS



On this, the 9 day of July, 2013, before me, the undersigned Notary,
personally appeared

Grant Etters Grant Etters
(Name (s))

known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to
this instrument, and who acknowledged that (he, she or they) have executed the same and desire
it to be recorded.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL) Catherine J. Parko Hayes
Notary Public
Catherine J. Parko Hayes

My Commission Expires: July 26, 2015



Grant D Etters Property, Deed Book 0362-0056, Burnside Twp., Centre Co.

DEP Form Contract 7C-FA-28.0
Revised 31-July-2013

**DEP GRANT AGREEMENT-
ENVIRONMENTAL STEWARDSHIP AND
WATERSHED PROTECTION GRANT PROGRAM**

This Grant Agreement is entered into, by and between **Stream Restoration Incorporated, 434 Spring Street Extension, Mars, PA 16046-3728**, a **Watershed Group**, ("Grantee") and the Commonwealth of Pennsylvania, Department of Environmental Protection, Grants Center, P.O. Box 8776, Harrisburg, PA 17105-8776 ("Department" or "DEP").

WITNESSETH:

WHEREAS, Grantee has submitted a grant application for **Pine Glen Active Treatment System** project ("Project") and DEP has approved the application; and

WHEREAS, DEP is authorized to enter into this grant pursuant to Section 6105(b) of the Environmental Stewardship and Watershed Protection Act (27 Pa.C.S. 6101 et seq.);

NOW, THEREFORE, the Grantee and DEP, in consideration of the foregoing and intending to be legally bound hereby, agree as follows:

1. **MAXIMUM GRANT DOLLAR AMOUNT**- DEP grants to Grantee the amount not to exceed \$664,373.

2. **GRANT TERM** – This Grant Agreement shall not be a legally binding agreement until this Agreement is fully executed by the Commonwealth. The term of this Grant Agreement shall commence on the date this Agreement is fully executed by the Commonwealth, and shall terminate three (3) years from the later to occur of (a) the Project completion date (as defined below) or (b) the date of final payment.

3. **PERIOD OF PERFORMANCE** – Upon full execution of this Agreement, Project work (a) may, at the discretion of the Department, be reimbursed from **January 22, 2014** through the date of full execution and (b) shall be paid for from the date of full execution through **December 31, 2017** (the "Project completion date"). All Project work under this Agreement shall be completed no later than the Project completion date.

4. **STANDARD COMMONWEALTH ATTACHMENTS**- Grantee shall comply with the terms and conditions applicable to "Contractor" in the following standard Commonwealth attachments, each attached hereto and made a part hereof:

Attachment A- Provisions for Commonwealth Contracts
Attachment B- Nondiscrimination/Sexual Harassment Clause

5. DEP GENERAL CONDITIONS – Grantee shall perform Project work in accordance with the following general conditions attached hereto and made a part hereof. For the purposes of this attachment, “Grantee” and “Contractor” are synonymous:

Attachment C- DEP General Conditions

6. SCOPE OF WORK; BUDGET- Grantee shall perform Project work in accordance with the Project Scope of Work set forth in Attachment D. Grantee shall incur expenses under this agreement and DEP shall pay Grantee for Project work in accordance with the Budget included in Attachment D and in accordance with the Special Conditions (Attachment E) described in Paragraph 7 below. Attachment D is attached hereto and made a part hereof:

Attachment D- Project Scope of Work and Budget

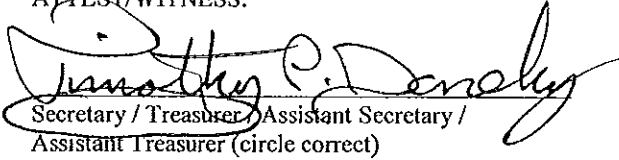
7. SPECIAL CONDITIONS – Grantee shall perform Project work in accordance with the following grant program-specific special conditions attached hereto and made a part hereof:

Attachment E- Special Conditions

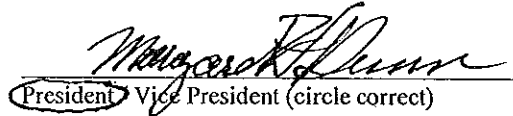
Signature sheet for Corporations, Higher Education and Non-profit Organizations

IN WITNESS WHEREOF, the parties hereto have signed and sealed these presents.

ATTEST/WITNESS:


Secretary / Treasurer / Assistant Secretary /
Assistant Treasurer (circle correct)

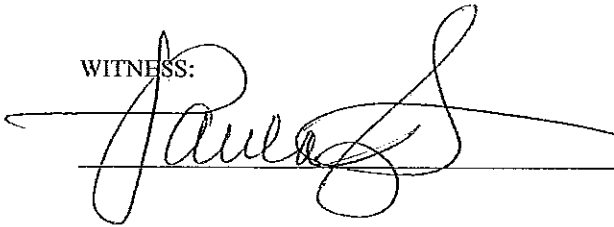
Stream Restoration Incorporated:


President Vice President (circle correct)

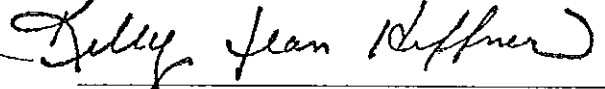
135075

Vendor Number

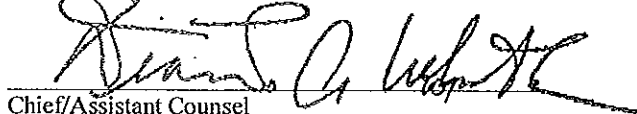
WITNESS:



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION


Kelly Jean Heffner
Deputy Secretary for
Water Management

APPROVED AS TO LEGALITY AND FORM:


Chief/Assistant Counsel
Department of Environmental Protection

PRE-APPROVED 7C-FA-28.0

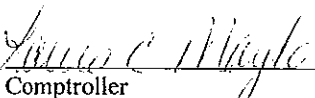
Office of General Counsel

PRE-APPROVED 7C-FA-28.0

Office of Attorney General

I hereby approve this agreement and certify that
funds in the amount of \$664,373
are available under the Appropriation Symbol:

2907913000 3533709000 3537089000 6600800

 5/19/11
Comptroller Date

Document Number: 41666963

Can't help you

ATTACHMENT A – PROVISIONS FOR COMMONWEALTH CONTRACTS

CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth procurement process.

In furtherance of this policy, Contractor agrees to the following:

1. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting with the Commonwealth.
2. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.
3. Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.; the State Adverse Interest Act, 71 P.S. §776.1 et seq.; and the Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq., or to breach any other state or federal law or regulation.
4. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.
5. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq. or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.
6. Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any Commonwealth official or employee.
7. Contractor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.
8. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.

9. Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract without the prior written approval of the Commonwealth, except as required by the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, or other applicable law or as otherwise provided in this contract. Any information, documents, reports, data, or records secured by Contractor from the Commonwealth or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:
 - a. Approved in writing by the Commonwealth prior to its disclosure; or
 - b. Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or
 - c. Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
 - d. Necessary for purposes of Contractor's internal assessment and review; or
 - e. Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or
 - f. Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain; or
 - g. Otherwise required by law.
10. Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:
 - a. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - b. Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:
 1. obtaining;
 2. attempting to obtain; or
 3. performing a public contract or subcontract

Contractor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.

 - c. Violation of federal or state antitrust statutes.

- d. Violation of any federal or state law regulating campaign contributions.
- e. Violation of any federal or state environmental law.
- f. Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
- g. Violation of the Act of June 2, 1915 (P.L.736, No. 338), known as the Workers' Compensation Act, 77 P.S. 1 et seq.
- h. Violation of any federal or state law prohibiting discrimination in employment.
- i. Debarment by any agency or department of the federal government or by any other state.
- j. Any other crime involving moral turpitude or business honesty or integrity.

Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause upon such notification or when the Commonwealth otherwise learns that Contractor has been officially notified, charged, or convicted.

- 11. If this contract was awarded to Contractor on a non-bid basis, Contractor must, (as required by Section 1641 of the Pennsylvania Election Code) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Contractor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:
 - a. Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
 - b. Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

To obtain a copy of the reporting form, Contractor shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

- 12. Contractor shall comply with requirements of the Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq., and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement stage, are not exempt and must be reported.
- 13. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or Commonwealth Inspector General in writing.

14. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.
15. Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refers to or concern this contract.
16. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.
17. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph 17.
 - a. "Confidential information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through a act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Commonwealth.
 - b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this contract.
 - c. "Contractor" means the individual or entity that has entered into this contract with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.
 - d. "Financial interest" means:
 1. Ownership of more than a five percent interest in any business; or
 2. Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 - e. "Gratuity" means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa.

Code §7.153(b), shall apply.

- f. "Immediate family" means a spouse and any unemancipated child.
- g. "Non-bid basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- h. "Political contribution" means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

OFFSET PROVISION

The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.

CONTRACTOR RESPONSIBILITY PROVISIONS

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee, or subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or subgrant with the Commonwealth, or with a person under contract, subcontract, grant, or subgrant with the Commonwealth or its state-affiliated entities, and state-related institutions. The term Contractor may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the Commonwealth.

- a. The Contractor must certify, in writing, for itself and all its subcontractors, as of the date of its execution of any Commonwealth contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.
- b. The Contractor must also certify, in writing, that as of the date of its execution, of any Commonwealth contract it has no tax liabilities or other Commonwealth obligations.
- c. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the contracting agency if, at any time during the term of the contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- d. The failure of the Contractor to notify the contracting agency of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the contract with the Commonwealth.
- e. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation

incurred by the Office of Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations which do not result in the Contractor's suspension or debarment.

- f. The Contractor may obtain the current list of suspended and debarred Commonwealth contractors by either searching the internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone Number: (717) 783-6472
FAX Number: (717) 787-9138

THE AMERICANS WITH DISABILITIES ACT

- a. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from activities provided for under this Contract. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination", 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
- b. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of subparagraph a above.

RIGHT TO KNOW LAW

I. If this contract is a grant agreement:

- a. Grantee or Subgrantee understands that this Grant Agreement and records related to or arising out of the Grant Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104 ("RTKL"). For the purpose of these provisions, the term "the Commonwealth" shall refer to the granting Commonwealth Agency.
- b. If the Commonwealth needs the Grantee's or Subgrantee's assistance in any matter arising out of the RTKL related to this Grant Agreement, it shall notify the Grantee or Subgrantee using the legal contact information provided in the Grant Agreement. The Grantee or Subgrantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires Grantee's or Subgrantee's assistance in responding to a request under the RTKL for information related to this Grant Agreement that may be in Grantee's or Subgrantee's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), Grantee or Subgrantee shall:

- 1) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Grantee's or Subgrantee's possession arising out of this Grant Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 - 2) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Grant Agreement.
- d. If the Grantee or Subgrantee considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that Grantee or Subgrantee considers exempt from production under the RTKL, Grantee or Subgrantee must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by the representative of Grantee or Subgrantee explaining why the requested material is exempt from public disclosure under the RTKL.
 - e. The Commonwealth will rely upon the written statement from Grantee or Subgrantee in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, Grantee or Subgrantee shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
 - f. If Grantee or Subgrantee fails to provide the Requested Information within the time period required by these provisions, Grantee or Subgrantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth.
 - g. The Commonwealth will reimburse Grantee or Subgrantee for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
 - h. Grantee or Subgrantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, Grantee or Subgrantee shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, Grantee or Subgrantee agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
 - i. The Grantee's or Subgrantee's duties relating to the RTKL are continuing duties that survive the expiration of this Grant Agreement and shall continue as long as the Grantee or Subgrantee has Requested Information in its possession.
- II. If this contract is a lease agreement:**
- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104 ("RTKL") applies to this Lease. For the purpose of these provisions, the term "Commonwealth" shall refer to the Department of General Services or the tenant Commonwealth agency.

- b. If the Commonwealth needs the Lessor's assistance in any matter arising out of the RTKL related to this Lease, it shall notify the Lessor using the legal contact information provided in this Lease. The Lessor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Lessor's assistance in responding to a request under the RTKL for information related to this Lease that may be in the Lessor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information") the Lessor shall:
 - 1) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Lessor's possession arising out of this Lease that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 - 2) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Lease.
- d. If the Lessor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Lessor considers exempt from production under the RTKL, the Lessor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Lessor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Lessor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Lessor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- f. If the Lessor fails to provide the Requested Information within the time period required by these provisions, the Lessor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Lessor's failure, including any statutory damages assessed against the Commonwealth.
- g. The Commonwealth will reimburse the Lessor for any costs associated with complying with these provisions only to the extent allowed under that fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- h. The Lessor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Lessor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Lessor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Lessor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- i. Lessor's duties relating to the RTKL are continuing duties that survive the expiration of this Lease and shall continue as long as the Lessor has Requested Information in its possession.

III If this contract is other than a grant or lease agreement:

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104 ("RTKL") applies to this Contract. For the purpose of these provisions, the term "Commonwealth" shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information") the Contractor shall:
 - 1) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 - 2) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract..
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.
- g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs,

detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of the Requested Information pursuant to the RTKL.

- i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

PENNSYLVANIA ELECTRONIC PAYMENT PROGRAM (PEPP):

I. For Procurement Contracts

- a. The Commonwealth will make contract payments through the Automated Clearing House (ACH) Network. Within 10 days of award of the contract or purchase order, the Contractor must submit or must have already submitted its ACH information within its user profile in the Commonwealth's procurement system (SRM).
- b. Contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the Contractor to properly apply the Department's payment to the invoice submitted.
- c. It is the responsibility of the Contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.
- d. Contractor may enroll for PEPP at: <http://www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf>

II. For Grant Contracts:

- a. The Commonwealth will make payments to the Grantee through the Automated Clearing House (ACH) Network. Within 10 days of the grant award, the Grantee must submit or must have already submitted its ACH information to the Commonwealth's Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street - 9th Floor, Harrisburg, PA 17101
- b. The Grantee must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the Grantee to properly apply the Department's payment to the respective invoice or program.
- c. It is the responsibility of the Grantee to ensure that the ACH information contained in the Commonwealth's central vendor master file is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.
- d. Grantee may enroll for PEPP at: <http://www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf>

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Contracts]

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.
3. The Contractor and each subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. The Contractor and each subcontractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
5. The Contractor and each subcontractor shall, within the time periods requested by the commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the contracting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within fifteen (15) days after award of any contract, the Contractor shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. If the contract is a construction contract, then the Contractor shall be required to complete, sign and submit Form STD-28, the "Monthly Contract Compliance Report for Construction Contractors", each month no later than the 15th of the month following the reporting period beginning with the initial job conference and continuing through the completion of the project. Those contractors who have fewer than five employees or whose employees are all from the same family or who have completed the Form STD-21 within the past 12 months may, within the 15 days, request an exemption from the Form STD-21 submission requirement from the contracting agency.
6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
7. The commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Grants]

The Grantee agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate against or intimidate any of its employees on account of gender, race, creed, or color.
3. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of gender, race, creed, or color against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
5. The Grantee, any subgrantee, any contractor or any subcontractor shall, within the time periods requested by the commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the granting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within 15 days after award of any grant, the Grantee shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. Grantees who have fewer than five employees or whose employees are all from the same family or who have completed the STD-21 form within the past 12 months may, within the 15 days, request an exemption from the STD-21 form from the granting agency.
6. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
7. The commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
GENERAL CONDITIONS**

- Legality - All work under this Agreement shall be performed in accordance with
1. applicable statutes, rules, and regulations of the Federal, State, and local governments.
 2. Subcontracts - No contract or agreement may be entered into by the Contractor for execution of the project activities or provision of services to the project (other than purchases of supplies, or standard commercial or maintenance services) which is not incorporated in the approved Project Scope of Work or approved in advance by the Department. Any such arrangements shall provide that the Contractor will retain ultimate control and responsibility for the project, and that the subcontractor shall be bound by these conditions and any other requirements applicable to the Contractor in the conduct of the project.
 3. Changes - The parties to the Agreement hereby agree to execute minor adjustments to this Agreement via a letter of mutual consent. Any significant adjustments to this Agreement shall, however, require a formally executed amendment. Significant adjustments shall include:
 - A. Changes to the scope of work involving the addition of specific work tasks.
 - B. Changes in payment terms. However, reallocation of contract budget category dollar amounts to and from other budget categories shall be considered minor adjustments, as long as the maximum contract dollar amount payable by Department to Contractor is not exceeded.
 - C. Increase in the maximum grant dollar amount to be paid by the Department to the Contractor.
 4. Suspension - When the terms and conditions of this Agreement are not materially being met, the Department may, upon written notice to the Contractor, suspend the Agreement until corrective action has been taken to the satisfaction of the Department, or until the Agreement is terminated.
 5. Assignment - Contractor and the Commonwealth recognize that in actual economic practice, overcharges by Contractor's suppliers resulting from violations of State or Federal antitrust laws are, in fact, borne by the Commonwealth. As part of the consideration for the award of this Agreement, and intending to be legally bound hereby, Contractor assigns to the Commonwealth all right, title, and interest in and to any claims Contractor now has or may hereafter acquire under State or Federal antitrust laws relating to the goods or services which are the subject of this Agreement.

6. Termination - The Department may terminate the Agreement in whole, or in part, at any time before the Project completion date:

A. Whenever it is determined that the terms and conditions of the Agreement have not been met. Prompt notification in writing of the termination, with effective date, will be made by the Department. Payments or recoveries by the Department shall be in accordance with the legal rights and obligations of the parties.

B. In the event that anticipated State and/or Federal funds are not obtained or continued at a sufficient level.

C. At the discretion of the Department upon written notification to the Contractor with effective termination date. Payments or recoveries by the Department shall be in accordance with the legal rights and obligations of the parties.

7. Extension of Time - Extensions of the Agreement period of performance for additional periods beyond its established Project completion date are minor adjustments which may be accomplished by a letter of mutual consent, subject to the approval of the Department Comptroller.

8. Conflict of Interest -

A. Interest of members of the Commonwealth and others - No officer, member, or employee of the Commonwealth, and no member of its General Assembly who exercises any function or responsibilities under this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested; nor shall any such officer, member, or employee of the Commonwealth, and no member of its governing body, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

B. Interest of Contractor - The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its work hereunder. The Contractor further covenants that in the performance of this Agreement, it shall not knowingly employ any person having such interest. Contractor further certifies that no member of the board of directors of the Contractor or any of its officers have such adverse interest.

9. Hold Harmless - Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from and against damages to property or injuries (including death) to any persons and other losses, damages, expenses, claims, demands, suits, and actions by any party against the Commonwealth in connection with the work performed by Contractor.

10. Interest Payments - For purposes of the interest payments required under Act 266 of 1982, if additional work is directed by the Department which is not included herein, and no Agreement amendment has been executed by the parties for said work, or if the term of this Agreement has expired, payment will not be due hereunder until after the Agreement amendment for additional work or time extension has been fully executed by all of the parties.
11. Disputes - All questions or disputes arising between the parties hereto respecting any matter pertaining to this Agreement, or any part thereof, or any breach of said Agreement arising thereunder, shall be referred to the Board of Claims of the Commonwealth of Pennsylvania (as set forth in the Act of May 20, 1937 (P.L. 728, No.193), as amended, 72 P.S. §4651-1 et seq.), or otherwise resolved in accordance with applicable law.
12. Fiscal Records - Contractor agrees to maintain books, records, documents, correspondence, and other evidence pertaining to the costs and expenses of this Agreement (hereinafter collectively referred to as "the records"), to the extent and in such detail as will properly reflect all costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which funding has been provided under the provisions of this Agreement, and in accordance with generally accepted accounting principles and the Department's fiscal regulations and guidelines. .
13. Retention of Records - The records shall be retained and be made available for audit for a period of three (3) years after final payment is made and the Agreement has expired, and all other pending matters are resolved.
14. Right to Audit - The Department and the Office of Auditor General, or any of their duly authorized representatives, shall have access to the records of the Contractor for the purpose of making an audit of financial transactions, compliance with Agreement terms, and an evaluation of Agreement performance. It is further understood that the Department is authorized to make examination, excerpts, copies, and transcriptions of such records during the course of an audit.
15. Copyright and Patent Indemnity - The Contractor shall indemnify and hold the Commonwealth harmless from and against any damages or suit or proceeding brought against the Commonwealth on account of any alleged infringement of any copyright or patent arising out of the performance of this Agreement, including all work, services, materials, reports, supplies, and computer programs provided by the Contractor.
16. Copyright and Publication Rights - All publication rights and copyrights, in the documentation produced by the Contractor in connection with the work provided for under this Agreement, shall rest with the Commonwealth. The Contractor shall not publish any of the results of the work without the written permission of the Department.

17. Sensitive Information - The Contractor shall not publish or otherwise disclose, except to the Commonwealth and except matters of public record, any information or data obtained hereunder from private individuals, organizations, or public agencies, in a publication whereby the information or data furnished by or about any particular person or establishment can be identified, except with the consent of such person or establishment.
18. Indirect Costs - Where indirect costs are part of the amount charged the Department, the method of determining those costs must be identified with sufficient documentation to support its use. Regardless of the method used to calculate indirect costs, the amount charged must not exceed actual costs incurred.

**2013 GROWING GREENER
DEPARTMENT OF ENVIRONMENTAL PROTECTION
SPECIAL CONDITIONS**

1. Prior to commencing work under this Agreement, the Grantee will attend a meeting with the Department to review grant agreement requirements.
2. The Grantee shall meet with the Department at the request of either party to discuss the progress of the ongoing work.
3. The Grantee shall immediately notify the Department, in writing, of any unusual development or circumstances which could significantly change or otherwise delay the work outlined in the Scope of Work.
4. Compliance with Paragraph 3.B. of Attachment C of the Grant Agreement, "DEP General Conditions" with respect to reallocation of contract budget categories. While a detailed project budget is not incorporated into this Agreement, Grantee shall advise and receive approval from their Project Advisor of any deviation from the Task and Deliverable Budget Worksheet that is part of the project file.
5. Subject to the availability of State funds and the compliance with the terms and conditions of this Agreement, the Department will reimburse the Grantee for actual costs incurred up to the maximum amount stated in this Agreement, except as follows:

In order to obtain working capital for use in accordance with this Agreement, the Grantee may submit an advance payment request upon execution of this Agreement. The payment request shall equal 20% of the total grant amount excluding the amount designated for the Operation and Maintenance Trust Fund. The Department agrees to make the payment upon receipt of the Grantee's written request justifying the need for a payment and upon the Department's determination that the request represents payment needed to cover cash expenditures during the term of this Agreement.

Upon receipt of advance payment funds from the Department, the funds must be promptly deposited in a separate interest-bearing account in a bank or other financial institution insured by the FDIC, FSLIC or equivalent insurer. The advance payment funds, and any interest earned thereon, may be expended by the Grantee to fulfill the objectives of this Agreement.

If, at the project completion date, the total allowable expenditures are less than all payments including the advance payment and interest earnings, the unused funds must be promptly returned to the Department.

6. Payments for work performed shall be made on a quarterly basis, or more frequently at the discretion of the Department in accordance with Attachment D, Project Budget. Payments will be made to the Grantee for reimbursement of costs incurred verified by the Department via review of submitted receipts, invoices, logs of record or other properly certified documents.
7. Grantee hereby agrees to provide a 15% match of the grant award for this project in the form of cash expenditures and/or in-kind goods/services as noted in Attachment D. The time period permitted for match shall be August 16, 2010, through the Project Completion Date. Grantee shall provide documentation, as defined in Paragraph 6 above, with each Application for Reimbursement for all match claimed. It is strongly suggested that the Grantee identify and document match on each Application for Reimbursement. If the match schedule identified in Attachment D requires any revisions, Grantee shall notify the Project Advisor. If during the grant Period of Performance, Grantee is not fulfilling its match obligations, the Grantee shall provide the Project Advisor with a written explanation as to why the match schedule is not being met. In addition, the Department reserves the right to withhold an amount equal to the match not met from the amount otherwise payable to Grantee from each Application for Reimbursement. If at the time of final payment, the match obligations have not been met, the final Application for Reimbursement amount payable will be reduced by an amount equal to the match not met, less any amounts previously withheld for failure to fulfill match obligations. Grantee shall be required to refund grant funds reimbursed to the extent Grantee fails to meet the 15% match requirement.

Not meeting match obligations may adversely affect the Department's determination of the Grantee's responsibility to receive future Department grants.

8. Financial statements for payment of work shall include in detail the various items of costs incurred during the period covered including administration costs, professional services, salary and wages, consulting fees, mileage, transit, lodging, meals associated with overnight travel, materials and supplies determined by the Department to be necessary to carry out the Scope of Work. Reimbursement for lodging, meals associated with overnight travel, and mileage is limited to applicable state rates. All requests must be accompanied by a progress report detailing work completed during the request period.
9. Grantee may not purchase food and/or beverages with grant funds except that which is associated with overnight travel and in accordance with Commonwealth travel policy. Alcoholic beverages may not be purchased under any circumstances.
10. A work progress report shall be submitted quarterly, at a minimum. The report shall outline the completion status for each work element and give reasons for significant deviations from the scheduled plan of work and how such deviations will be corrected.

11. Payments will be made to the Grantee only if the Grantee is in full compliance with the terms and conditions of this Agreement. If the Department determines that the Grantee has failed to comply with the terms and conditions of this agreement, the payment to the Grantee of the full amount of the grant may be jeopardized. In such event, the Department shall determine the dollar amount equating to such failure to comply; and, the Grantee shall not be paid that amount. In addition, such lack of performance may adversely affect the Department's determination of the Grantee's responsibility to receive future Department grants.
12. An amount equal to 15% of the total grant may be retained for the final payment which will be made after all items in the Scope of Work are satisfactorily completed.
13. A final report including a One Page Project Summary Handout, Goals and Accomplishments Worksheet, PA Stream Buffer Tracking Form (if required), AMD Treatment System Form for Dashed (if required), and Application for Reimbursement (collectively, the "Final Documents") documenting complete costs incurred records shall be submitted prior to final payment. The report shall outline the completion status for each work element, pollutant load reductions resulting from the completed project, and give reasons for all significant deviations from the scheduled plan of work and how such deviations were justified. If the Grantee submits to the Department within 30 days after the Project completion date, the Final Documents in accordance with this Agreement as determined by the Department, the Grantee will receive reimbursement of actual costs incurred up to the maximum grant amount, as adjusted by Paragraph 11 above. If the Grantee submits the Final Documents:
 - a. Thirty-one to 60 days after the Project completion date, the Grantee will receive reimbursement of actual costs incurred up to 95% of the maximum grant amount, as adjusted by Paragraph 11 above.
 - b. Sixty-one to 90 days after the Project completion date, the Grantee will receive reimbursement of actual costs incurred up to 90% of the maximum grant amount, as adjusted by Paragraph 11 above.
 - c. More than 90 days after the Project completion date, the Department may decline to pay the final Application for Reimbursement and/or may not have the ability to pay the final Application for Reimbursement due to Commonwealth statutory appropriation lapse dates.

In addition, such lack of performance as identified in subparagraphs a., b. and c. above may adversely affect the Department's determination of the Grantee's responsibility to receive future Department grants.

The Department reserves the right to waive the payment reduction provisions in subparagraphs a. and b. when extraordinary circumstances 1) due to causes determined by the Department, in its sole discretion, to be beyond the control of the Grantee and 2) not foreseeable at the time of contract execution prevent timely submission of an acceptable final report.

14. The final project report, as well as any other document resulting from this project, shall contain a statement indicating that the project was financed in part or in whole by a Growing Greener Grant provided by the Pennsylvania Department of Environmental Protection. The following statement shall also be included in the final documentation: "The views expressed herein are those of the author(s) and do not necessarily reflect the views of the Department of Environmental Protection."
15. Any printed document produced by the Grantee under this contract that is selected by the Department for the purpose of printing, distribution or posting on the Department's World Wide Web Site or other electronic media, shall be provided by the Grantee to the Department in an electronic format. Specifically, the document must be received as either a Microsoft Word or Adobe Acrobat PDF document.
16. Grantee may not dispose of nor convert property or equipment acquired under this grant for purposes other than those in the Department approved proposal as stated in ATTACHMENT D, without the prior written approval of the Department.
17. If the Grantee is working on land the Grantee neither owns nor controls, the Grantee and the Landowner(s) will enter into a Landowner – Grantee Agreement, giving DEP and the Grantee the right to enter upon the premises to perform the work described in Attachment D – Scope of Work. The Landowner – Grantee Agreement will include an Operation and Maintenance Plan identifying specific maintenance tasks and the parties that will be responsible to perform those tasks to ensure that the conservation practice/best management practice is properly maintained. A copy of the executed Landowner – Grantee Agreement shall be provided to the Department.

If the project is on property owned by the Commonwealth, the grantee shall enter into an agreement(s) for use of the property as required by the appropriate Commonwealth entity and approved by DEP. Grantee shall provide a copy of said agreement(s) to the Department.

Unless otherwise approved by the Department, Grantee shall not commence any reimbursable work on the project until the appropriate landowner agreement(s) as identified above is executed and provided to the Department. Notwithstanding the language in Paragraph 3 of the Grant Agreement, no project work shall be paid for unless the executed landowner agreement(s) is provided to the Department.

18. Any nutrient reduction credits realized from the Commonwealth funded portion of this project, and recognized by the Pennsylvania Department of Environmental Protection, are the property of the Commonwealth of Pennsylvania, which maintains full ownership thereof. The Grantee hereby releases all rights, claims, title or ownership to the nutrient reduction credits that are generated as a result of the Commonwealth funded portion of the work specified in this contract, for the time period covered by this contract or Landowner-Grantee Agreement as applicable.

19. Any aquatic resource compensation credits, including but not limited to wetland, waterway, aquatic habitat, floodplain or riparian credits, realized from the Commonwealth funded portion of the project, and recognized by the Pennsylvania Department of Environmental Protection, are the property of the Commonwealth of Pennsylvania, which maintains full ownership thereof. The grantee recognizes and releases all rights, claims, title or ownership to the aquatic resource compensation credits, in perpetuity, that are generated as a result of the Commonwealth-funded portion of the work specified in the Grant Agreement.

SPECIAL CONDITIONS FOR THE TRUST

These provisions shall survive the termination date of the Grant Agreement.

1. Upon completion of the Operation, Maintenance and Replacement plans for the Pine Glen active treatment system, the Grantee shall submit a Final Report, including copies of the Operation, Maintenance and Replacement Plan and the Trust Agreement established for operation, maintenance, repair and replacement costs for the Pine Glen Treatment System and Final Application for Reimbursement. The Application for Reimbursement shall detail the final costs for the grant deliverables, the detailed elements of the 15% match, and the remaining grant award dollar amount which will be deposited into a trust established for operation and maintenance of the Pine Glen system.

After the DEP Project Advisor has approved the Application for Reimbursement and Final Report, the Application for Reimbursement will be processed for payment.

2. Grantee shall immediately deposit the remaining grant amount in the trust established by the Department for the purpose of addressing operation, maintenance, repair, and replacement costs for the Pine Glen treatment system for a period of 25 years.
3. The Grantee shall provide to DEP Bureau of Conservation and Restoration Cambria District Office an annual report which identifies the work performed for the treatment system, costs for such work, and work projected for the next year. The annual report shall also contain financial information for the trust which includes, but is not limited to, the type and value of investments, rate of return, disbursements, and interest. The Grantee shall submit the annual report within 60 days of the end of each annual term. The Trust Agreement shall require the above reports to be provided to Grantee by Trustee.

