

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

IN THE MATTER OF:

CANESTRALE ENVIRONMENTAL CONTROL CORPORATION)	Coal Refuse Disposal Act,
)	Bituminous Mine Subsidence
)	and Land Conservation Act,
and)	Surface Mining Control and
)	Reclamation Act,
MON VIEW MINING COMPANY)	Clean Streams Law,
)	Dam Safety and Encroachments
CHAPTER 11 BANKRUPTCY ESTATE)	Act, Hazardous Site Clean Up Act
MON VIEW MINING PROPERTY)	and Solid Waste Management Act
WASHINGTON COUNTY,)	
PENNSYLVANIA)	
)	
Case No. 05-50219-JAD)	

W.F.

CONSENT ORDER AND AGREEMENT

This Consent Order and Agreement is entered into this 21st day of August, 2010 by and between the Commonwealth of Pennsylvania, Department of Environmental Protection (Department") and Canestrale Environmental Control Corporation ("Canestrale").

The Department has found and determined the following:

A. The Department is the administrative agency with the duty and authority to administer and enforce the Bituminous Mine Subsidence and Land Conservation Act, Act of April 27, 1966, Sp. Sess. No. 1, P.L. 31 52 P.S. §§ 1406.1-1406.21 ("Mine Substance Act"), the Surface Mining Conservation and Reclamation Act, Act of May 31, 1945, P.L. 1198, *as amended*, 52 P.S. §§ 1396.1-1396.19a ("Surface Mining Act"), the Coal Refuse Disposal Control Act, Act of September 24, 1968, P.L. 1040, *as amended*, 52 P.S. §§ 30.51-30.66 ("Coal Refuse Disposal Act"), the Clean Streams Law, Act of June 22, 1937, P.L. 1987, *as amended*,

35 P.S. §§ 691.1-691.1001 ("Clean Streams Law"), the Hazardous Sites Cleanup Act, Act of October 18, 1988, P.L. 756, 35 P.S. §§ 6020.101-6020.1305 ("HSCA"), the Land Recycling and Environmental Remediation Standards Act, Act of May 19, 1995, P.L. 4, 35 P.S. §§ 6026.101-6026.908 ("Land Recycling Act"), the Solid Waste Management Act, Act of July 7, 1980, P.L. 380, *as amended*, 35 P.S. §§ 6018.101-6018.1003 ("Solid Waste Management Act"), the Dam Safety and Encroachments Act, Act of November 26, 1978, P.L. 1375, *as amended*, 32 P.S. §§ 693.1-693.27 ("Dam Safety Act"), Section 1917-A of the Administrative Code of 1929, Act of April 9, 1929, P.L. 177, *as amended*, 71 P.S. § 510-17 ("Administrative Code"), and the Rules and Regulations promulgated thereunder.

B. Mon View Mining Company ("Mon View") is a Pennsylvania Corporation with a mailing address of 740 Rolling Green Drive, Pittsburgh, Pennsylvania, 15102. Beginning in September 1994, Mon View operated an underground coal mine, coal refuse disposal facility, and related coal preparation plant, train and barge loading facilities, and associated surface facilities in Washington County, Pennsylvania. Mon View ceased operating the deep mine and associated facilities in March 2002.

C. Canestrале is a Pennsylvania corporation with a business mailing address of Route 1, Box 234, Belle Vernon, PA, 15012.

CHAPTER 11 BANKRUPTCY

D. Mon View filed a voluntary Chapter 11 Bankruptcy Petition in the United States Bankruptcy Court, Western District, on November 22, 2005 at Case No. 05-50219-JAD.

E. The United States Bankruptcy Court for the Western District of Pennsylvania, held a public auction and sale on May 10, 2010. At that Sale and Auction, Canestrале was the successful bidder for a portion of the Mon View assets. Specifically, Canestrале obtained the real property and

assets (“Canestrале Assets”), excluding the underground coal, coal bed methane gas and certain surface parcels obtained by A.T. Massey Energy at the May 10, 2010 auction and sale.

F. By Order dated June 16, 2010, the United States Bankruptcy Court for the Western District of Pennsylvania approved the sale of the Mon View assets to A.T. Massey Coal Co. (“A.T. Massey”) and the Canestrале Assets to Canestrале and further ordered, as a requirement of the sale and a condition of the Asset Purchase Agreement between Canestrале and Mon View, that Canestrале enter into a Consent Order and Agreement with the Department at Closing which provides for the assumption of the specified environmental obligations of the Debtor set forth in Paragraphs 3-13 and 18-22 of this Consent Order and Agreement, which establishes Canestrале’s obligations. The environmental obligations set forth in Paragraphs 4-13 and 18-22 of this Consent Order and Agreement and in the Sale Order dated June 16, 2010 are assumed liabilities within the meaning of the Canestrале Asset Purchase Agreement.

G. The Department and Canestrале will file a copy of this Consent Order and Agreement with the Bankruptcy Court as evidence that Canestrале has complied with the Sale Order dated June 16, 2010.

THE MATHIES UNDERGROUND COAL MINE, COAL MINING ACTIVITY
PERMIT (“CMAP”) NO. 63841306

H. Mon View operated the Mathies underground coal mine under authorization of CMAP No. 63841306 (the “Underground Mine Permit”). The Department suspended the Underground Mine Permit on or about January 22, 2003. The Underground Mine Permit expired by operation of law on June 6, 2004.

I. The underground coal mine consists of approximately 18,088 acres of underground mine workings. These include approximately 13,157 acres of mined out workings, and approximately

4,931 acres of unmined coal reserves. In addition to the underground coal reserves, there are approximately 133 acres of surface area with associated surface facilities within Union, Nottingham, North Strabane, Peters, and Somerset Townships, Washington County. These surface facilities includes buildings and other structures, shafts, boreholes, and ventilation fans. The underground mineral rights and the surface rights are hereinafter collectively referred to as the "Mathies Mine Property."

J. The main mine portal and office for the mine is located on Mingo Creek Road. Coal from the main portal was transported through a tunnel to the coal preparation plant located on Route 837 and the Monongahela River. The coal preparation plant was demolished in 2006-2007, however ancillary structures remain, including the beltway from the Prep Plant to the coal refuse pile above Route 837, the rotary dump station, a rail car tunnel, rail cars, rail and barge loading facilities, clarifiers, and other buildings.

K. A discharge which consists of mine drainage flows from the rail car tunnel to the Monongahela River. This discharge flows at a rate of approximately 100 gallons/minute.

L. When the mine was operating, Mon View pumped water from the underground mine and treated the water at the water treatment facility located at the Mingo Shaft and Main Portal on Mingo Creek Road. The water was then discharged to Mingo Creek under NPDES Permit No. PA0215309. NPDES Permit No. PA0215309 expired by operation of law on June 6, 2004.

M. When electrical power to the Mon View facility was terminated in March 2002, the pumping and treatment system could not be operated. After the pumping and treatment system stopped operating, the mine flooded and now discharges at the mine mouth located at the Supply Yard along Route 88.

COAL REFUSE DISPOSAL AREA, COAL REFUSE DISPOSAL PERMIT ("CRDP")
NO. 63733708

N. Mon View operated the approximately 250 acre Mathies Coal Refuse Disposal Area ("CRDA") in Union Township under authorization of CRDP No. 63733708 (the "CRDA Permit"). Coal processing waste and coal refuse from the coal preparation plant was disposed at the CRDA. Two (2) large coal slurry impoundments ("Slurry Ponds") are located within the CRDA. The CRDA is approximately sixty (60) vertical feet over capacity. The Department suspended CRDP No. 63733708 on January 22, 2003. CRDP No. 63733708 expired by operation of law on May 31, 2005.

O. An impoundment, known as the Courtney Hill Road impoundment is located in a swale along Courtney Hill Road. The impoundment was designed to collect surface runoff and to discharge to an unnamed tributary to Mingo Creek through a drainage pipe, once the water in the impoundment reached a certain height. The drainage pipe has failed or become blocked so that the impoundment does not drain and in periods of heavy rainfall, has spilled onto Courtney Hill Road. The Department has been maintaining the water level in the Courtney Hill Road Impoundment by pumping from the impoundment to the slurry pond impoundment. If the level of water in the Courtney Hill Road Impoundment is not maintained, the impoundment overflows and floods Courtney Hill Road.

P. A discharge of approximately 50 gallons/minute flows from the coal refuse disposal area to Mingo Creek. The Department, through its contractor, treats this discharge with soda ash briquettes as a temporary measure. The discharge must either be abated or treated on a permanent basis.

Q. In the 1980's, the Department issued permits under Section 6 of the Dam Safety and Encroachments Act, 32 P.S. § 693.6, to the Mathies Coal Company for the three dams identified

below. In August 1994, Mon View Mining submitted a permit transfer application for the three dams. The Department approved the permit transfer applications for the three dams in September and October 1994:

- i) D63-099 - Mathies Mine Refuse Area Sediment Pond #1 (the original sediment basin for operations that preceded Mon View Mining, also identified as MSHA 1211PA-20059-02);
- ii) D63-103 - Mathies Pond #2 (referred to as "Slurry Basin," also identified as MSHA 1211PA-20059-05); and
- iii) D63-106 - Mathies Refuse Sedimentation Pond #5 (also identified as MSHA 1211PA-20059-05)

Mon View also posted a collateral bond, in the form of a letter of credit, and in the amount of \$50,291.67 for D63-103.

SUPPLY YARD TREATMENT SYSTEM

R. Water from the underground mine flows out of the mine by gravity discharge at the Supply Yard, located along Route 88. The Department, through its contractor, treats the water using a chemical treatment system, before discharging the water to Mingo Creek.

S. Mingo Creek is a water of the Commonwealth, a trout stocked stream, and a tributary to the Monongahela River. Its designated use under Sections 93.3 and 93.9v of the Clean Streams Law regulations is a trout stocked stream, 25 Pa Code §§ 93.3, 93.9v. Mingo Creek must be protected for various uses in addition to its designated use as a trout stocked stream under Section 96.3(a) of the regulations, 25 Pa Code § 96.3(a).

T. The discharge from the Mathies Mine must be treated to remove iron before it enters Mingo Creek, in order to protect the designated use and all uses of Mingo Creek.

U. The untreated discharge from the Mathies Mine, constitutes an unlawful discharge of industrial waste and is a public nuisance.

HAZARDOUS AND SOLID WASTE AND OTHER MATERIALS

V. Drums and containers of unknown waste materials are located at the Supply Yard and Prep Plant and in an area near the Slurry Pond. Approximately six transformers are located at the Supply Yard. The Department has secured and stored the drums and containers on a temporary basis. The contents of the drums and containers must be assessed in order to determine their constituents and in order to evaluate the appropriate disposal of these drums and containers of waste and other materials. In addition, areas of contaminated and stained soils must be assessed in order to determine whether those soils must be excavated and disposed.

W. The Department conducted an investigation of the hazardous wastes under the authority of Section 501 of the Hazardous Sites Clean Up Act ("HSCA"), 35 P.S. § 6020.501, at the Mon View site and determined that an interim response was necessary in order to prevent discharges to the environment.

X. The Department notified Mon View and other parties of its determination by letter dated June 8, 2009. The Department also published a notice of its determination and the response actions the Department proposed to take in the Pa Bulletin, at 39 Pa Bull 3119, dated June 20, 2009, in accordance with Section 501 of the Hazardous Sites Clean Up Act ("HSCA"), 35 P.S. § 6020.501.

Y. The Department held a public hearing on August 12, 2009 to discuss its investigation and proposed response actions and to receive any comments from the public, in accordance with Section 501 of the Hazardous Sites Clean Up Act ("HSCA"), 35 P.S. § 6020.501.

Z. The Department selected its interim response action and issued its Statement of Decision (“SOD”) on September 28, 2009. The Department, by letter dated September 28, 2009, notified Mon View and other interested parties that it had issued the SOD. The Department’s selected interim response action is “Alternative 2,” removal and proper disposal of drums, waste and transformers and excavation and proper disposal of contaminated soils. A copy of the SOD is attached as Exhibit A.

MON VIEW TRUST

AA. As required under Section 1396.4(d) of the Surface Mining Act, 52 P.S. § 1396.4(d), Section 1406.6(b) of the Mine Subsidence Act, 52 P.S. § 1406.6(b), and Section 30.56(a) of the Coal Refuse Disposal Act, 52 P.S. § 30.56(a), Mon View posted three (3) separate letters of credit in the total amount of \$293,806.30 as a condition of obtaining its coal refuse disposal permit, and posted eighteen (18) separate letters of credit in the total amount of \$1,852,650 as a condition of obtaining its underground mining permit in order to conduct its mining and coal refuse disposal activities at the Mathies Mine.

AB. One letter of credit, in the amount of \$76,070.00, was converted to cash in October 2003. The cash from that conversion was placed in a Pennsylvania Department of Treasury account.

AC. In March 2003, the DEP declared the letters of credit forfeit under Sections 1396.4(h) of the Surface Mining Act, 52 P.S. § 1396.4(h), Section 1406.6(c) of the Mine Subsidence Act, 52 P.S. § 1406.6(c), and Section 30.56(b) of the Coal Refuse Disposal Act, 52 P.S. § 30.56(b).

AD. The DEP filed a Motion for Leave to Collect the Letters of Credit with the Bankruptcy Court on June 9, 2009. (Document No. 898, Case No. 05-50219-JAD).

AE. By Order dated April 6, 2010, the Bankruptcy Court granted the DEP's Motion and directed the Department, Canestrone and Mon View to submit a consent order to the Court by April 16, 2010. (Document No. 1102, Bankruptcy Case No. 05-50219-JAD).

AF. The Department, Canestrone and Mon View submitted a Stipulation with the Bankruptcy Court on April 21, 2010 which was approved by the Court on April 22, 2010 (Document No. 1119, Bankruptcy Case No. 05-50219-JAD). A copy of the Stipulation is attached as Exhibit B.

AG. Consistent with the terms of the Stipulation, on or about April 27, 2010, the Clean Streams Foundation established a Trust, ("Mon View Trust"), as part of the Clean Streams Foundation Master Trust. The purpose of the Mon View Trust is to help assure that funds are available to the Commonwealth of Pennsylvania, as the beneficiary, in the future to operate and maintain treatment systems, to prevent pollution, to protect natural resources from the adverse impact of untreated discharges into waters of the Commonwealth, and for the health and welfare of the public. The Mon View Trust will be used to pay the DEP's contractor to treat the discharges from the Mathies Mine, from the coal refuse disposal area, and at other locations on the Mon View property and to otherwise reclaim the coal refuse disposal area and surface facilities associated with the Mathies Mine as may be determined appropriate by the DEP.

AH. Consistent with the Stipulation, the Department, on or about May 3, 2010, initiated the process of making the demand on Parkvale Bank to pay the full face amount of the forfeited letters of credit so that the proceeds from the letters of credit can be placed in the Mon View Trust. The Department of Treasury issued a check in the amount of \$2,146,456.30 to the Clean Streams Foundation for deposit into the Mon View Trust on June 30, 2010.

II. In accordance with the Sale Order dated June 16, 2010, and the respective Asset Purchase Agreements of A.T. Massey and Canestrале, the following payments are to be made to the Mon View Trust:

a. A. T. Massey will deed a royalty interest of 30¢ ton for each ton of coal mined and sold from the Mon View Assets up to a total of \$1,500,000;

b. Canestrале will contribute the following funds, with the limitation that such contributions shall cease once the Mon View Trust is fully funded;

i) A royalty interest of 1/16 of Canestrале's net revenues from the sale of any oil or gas produced from property for which Canestrале acquired the oil and gas rights at the Sale; and

ii) If Canestrале mines and sells any waste coal (coarse or slurry) from the Mon View Assets, Canestrале shall contribute 5 % of Canestrале's net proceeds of the sales.

JJ. In addition, Canestrале further agrees to contribute the following funds to the Mon View Trust:

a. If Canestrале develops a plan for beneficial use of ash for the CRDA, then Canestrале shall contribute \$0.25 per ton of ash so utilized.

CONSENT ORDER AND AGREEMENT BETWEEN CRG AND THE DEPARTMENT

KK. The Department and CRG entered into a Consent Order and Agreement on July 30, 2008 as a condition of the May 16, 2008 Sale Order for the sale of the Mon View assets to CRG which provided for CRG's assumption of Debtor's environmental obligations. CRG defaulted on its obligations under the terms of the May 16, 2008 Sale Order and defaulted and failed to comply with its obligations under the July 30, 2008 Consent Order and Agreement with the Department.

ORDER

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

1. Authority

This Consent Order and Agreement is an Order of the Department authorized and issued pursuant to Section 5 of the Clean Streams Law, 35 P.S. § 691.5, Section 4.3 of the Surface Mining Act, 52 P.S. § 1396.4c, Sections 3.1 and 9 of the Coal Refuse Disposal Act, 52 P.S. §§ 30.53a and 30.59, Section 9 of the Mine Subsidence Act, 52 P.S. § 1409.9, Section 1102 of the Hazardous Sites Cleanup Act, 35 P.S. § 6020.1102, Section 20 of the Dam Safety Act, 32 P.S. § 693.20, and Section 1917-A of the Administrative Code, 71 P.S. § 510-17. The failure of Canestrале to comply with any term or condition of this Agreement shall subject Canestrале to all penalties and remedies provided by these statutes for failing to comply with an order of the Department.

2. Findings

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

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

CRG CONSENT ORDER AND AGREEMENT

3. This Consent Order and Agreement between the Department and Canestrале supersedes and replaces the July 30, 2008 Consent Order and Agreement between CRG and the Department.

TREATMENT AND RECLAMATION OBLIGATIONS

4. Canestrале shall perform the following Treatment and Reclamation activities to address the mine discharge, flooding, reclamation, hazardous waste and other threats to public health and safety associated with the Mathies Mine and Mon View Property. Canestrале shall be reimbursed for a portion of its costs in performing its treatment and reclamation obligations, as set forth in Paragraph 17.

5. Within sixty (60) days of receipt of the Department's designs, Canestrале shall, using the Department's designs, begin construction of a passive treatment system for the discharge from the Mathies Mine located at the Supply Yard to replace or upgrade the existing conventional treatment system.

6. Within sixty (60) days of Canestrале's acquisition of the Canestrале Assets, Canestrале shall submit a plan to the Department for the reclamation and related activities necessary to abate the runoff and flooding associated with the Courtney Hill Road Pond and Courtney Hill Road.

7. Within thirty (30) days of the Department's approval of Canestrале's plan submitted in accordance with Paragraph 6, Canestrале shall commence the reclamation and related activities for the Courtney Hill Road pond and Courtney Hill Road.

8. In addition to the work outlined in Paragraphs 5, 6, and 7, Canestrале shall perform the following surface reclamation activities:

a. Former Coal Preparation Plant (Riverside Property) - Demolish surface structures, including buildings, unless the structures can be converted to use, conveyor structure, rotary dump, and mine cars, remove above ground thickener and demolish above ground portion of incised thickener, grade and revegetate site consistent with Canestrале's new use of the property.

b. Supply Yard/Main Mine Entry - Remove and regrade railroad bed and/or conform to use as part of passive treatment system for the Supply Yard discharge, demolish storage buildings or convert to use, grade, and establish vegetation.

c. Ditch Adjacent to Allegheny Energy Property - Canestrале shall, within sixty (60) days of Canestrале's acquisition of the Canestrале Assets, submit a plan to address the flooding in the drainage from an abandoned mine which flows into the channel adjacent to the railroad and Allegheny Energy property. The plan shall provide for cleaning out the discharge and establishing proper drainage away from the Allegheny Energy property.

HSCA Interim Response Action

9. Within sixty (60) days of Canestrале's acquisition of the Canestrале Assets, Canestrале shall submit a Work Plan, including a schedule of implementation, for implementation of "Alternative 2," the selected interim response action set forth in the SOD. The Work Plan shall include all the drums, containers and areas of contaminated soils identified in the SOD as well as any additional drums, containers, and areas of contaminated soil identified by Canestrале as a result of the survey required in Paragraph 10. The response actions set forth in the Work Plan shall comply with the rules and regulations of the Solid Waste Management Act, Clean Streams Law, the Hazardous

Sites Cleanup Act, the Land Recycling Act, and any other applicable rules, regulations, or laws. In addition, cleanup of contaminated soil shall meet the cleanup standards under the Land Recycling Act.

10. Canestrале shall also: i) conduct a complete survey of the coal preparation plant area, supply yard, surface facilities, and coal refuse disposal areas to determine if additional drums, containers or areas of contaminated soils are present; and ii) shall secure and maintain the existing drums and waste materials to prevent further releases while the Work Plan required under Paragraph 9 is being developed.

11. Within thirty (30) days of the Department's approval of the Work Plan submitted in accordance with Paragraph 9, Canestrале shall execute the Work Plan in accordance with the approved schedule.

12. Canestrале shall grant the Department, its employees, authorized representatives and contractors continuous access to the Mathies Mine property in order to conduct response actions authorized under HSCA.

13. Canestrале shall include, in the property description of the deeds for the Canestrале Assets, an Acknowledgment consistent with the requirements of Section 512(b) of HSCA, 35 P.S. § 6020.215(b), of the hazardous substances disposed, the location of the substances, and a description of the response action taken in accordance with Paragraph 11 of this Consent Order and Agreement.

Other Discharges

14. The Department will not require Canestrале to treat the discharges identified in Paragraph K (discharge from the rail car tunnel at the former coal preparation plant), Paragraph M (discharge from the Supply Yard), or Paragraph P (the discharge from the coal refuse disposal area).

Calculation of the Mon View Trust

15. Upon completion of the construction of the passive treatment system, as set forth in Paragraph 5, the Department will determine whether the passive treatment system is effective at treating the discharge from the Mathies Mine, that the treated discharge meets the discharge limits established under the Clean Streams Law, and that treatment is adequate to protect the designated use and all uses of Mingo Creek. Upon the Department's determination that the passive treatment system is effective and upon the completion of the reclamation and regrading of Courtney Hill Road, as set forth in Paragraphs 6 and 7, the Department will calculate the amount of a fully funded Mon View Trust which will provide sufficient funds for the Department to undertake, in perpetuity, any reclamation and water treatment which it deems necessary.

Canestrале Payments to the Mon View Trust

16. Canestrале agrees to make the following payments to the Mon View Trust, as provided for under the Sale Order dated June 16, 2010 and its Asset Purchase Agreement, except that the obligation to make these payments shall cease once the Mon View Trust is fully funded, as determined by the Department in accordance with Paragraph 15.

a. A royalty interest of 1/16 of the net revenues from the sale of any oil or gas produced from property for which Canestrале acquired the oil and gas rights at the Sale; and

b. If Canestrале remines any waste coal (coarse or slurry) from the Mon View Assets, Canestrале shall contribute 5% of Canestrале's net proceeds of the sales; and

c. If Canestrале develops a plan for beneficial use of ash for the CRDA, then Canestrале shall contribute \$0.25 per ton of ash so utilized.

Payments from the Mon View Trust to Canestrone

17. The Department shall reimburse Canestrone, up to a maximum of \$500,000, for the work Canestrone performs under Paragraphs 5, 6, and 7 of this Consent Order and Agreement from the Mon View Trust. Payment shall be made by Canestrone submitting invoices for payment to the Department for review. The Department will then submit the invoices to the Clean Streams Foundation for payment.

Dam Safety Permits

Permit Transfer

18. Within thirty (30) days of Canestrone's acquisition of the Canestrone Assets, Canestrone shall submit applications to the Department's Dam Safety program for the transfer of the three permits identified in Paragraph Q from Mon View to Canestrone. Canestrone shall not be required, at this time, to post bond for the Category 1 high hazard dam identified by number D63-103.

Sedimentation Pond No. 5

19. Canestrone shall establish access to Sedimentation Pond No. 5 (D63-106), clean out debris and vegetation, repair or rehabilitate the discharge pipe, and shall maintain the dam and pond.

20. The Department's Dam Safety program shall reclassify Sedimentation Pond No. 5 (D63-106) as a non-high hazard dam.

Slurry Basin and Sedimentation Pond No. 1

21. Canestrone shall, within 60 days of his acquisition of the Canestrone Assets, submit an updated Emergency Action Plan ("EAP") for the Slurry Basin and Sedimentation Pond No. 1 Dams

(D63-099 and D63-103) which EAP shall include the consideration of the trailer park located near the intersection of Route 837 and Route 88.

22. In the event Canestrале develops a plan for the removal of slurry from the slurry impoundment and capping and regrading the slurry pond and coal refuse pile, ("Slurry Pond Plan") under a separate agreement with the Department's Dam Safety and Mining Programs, Canestrале shall submit such Slurry Pond Plan for the Department's review, approval, and permitting as required by the Dam Safety Act and Rules and Regulations thereunder. Canestrале's completion of the work authorized and approved under that Slurry Pond Plan shall include the process and procedures for closure and restoration ("Closure and Restoration"). If the Department determines that Canestrале's Closure and Restoration is adequate, the Slurry Pond (D63-103) and Sedimentation Pond No. 1 (D63-099) dams shall no longer be subject to the regulation of the Dam Safety Act and Rules and Regulations thereunder.

23. The Department agrees to not declare the existing Dam Safety Bond Forfeit until Canestrале completes the work outlined in the Slurry Pond Plan provided for under Paragraph 22 unless an emergency condition arises such that there is a risk of serious harm to the public or the environment which requires action. If the Department declares the bond forfeit based on the completion of the work outlined in the Slurry Pond Plan, the bond will be used to offset the costs, up to the amount of the bond, for testing and other activities associated with determining that the slurry basin and sedimentation ponds can be deregulated.

Right of Entry for Operations and Maintenance of Mine Drainage Treatment Facilities and Slurry Disposal

24. Canestrале consents to grant the Department, its employees, authorized representatives, contractors, and assignees continuous access to the Supply Yard mine drainage

treatment system and the Courtney Hill Road Impoundment for the maintenance and operation of any treatment systems for the Supply Yard and Courtney Hill Road discharges. Canestrone also authorizes the Department, its employees, authorized representatives and contractors to dispose of treatment sludge from the Supply Yard Treatment System, subject to any future reclamation plans that Canestrone may propose for the Slurry Impoundment.

25. Additional Remedies.

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

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

26. Reservation of Rights. The Department reserves the right to require additional measures to achieve compliance with applicable law. Canestrone reserves the right to challenge any action which the Department may take to require those measures.

27. Liability of Canestrone. Canestrone shall be liable for any violations of the Consent Order and Agreement, including those caused by, contributed to, or allowed by its officer's agents, employees, or contractors. Canestrone also shall be liable for any violation of this Consent Order and Agreement caused by, contributed to, or allowed by its successors and assigns.

28. Transfer or Assignment of Site.

a. The duties and obligations under this Consent Order and Agreement shall not be modified, diminished, terminated or otherwise altered by the transfer or assignment of any legal or equitable interest in the Mon View property or any part thereof.

b. If Canestrone intends to transfer or assign any legal or equitable interest in the Mathies Mine Property which is affected by this Consent Order and Agreement, Canestrone shall serve a copy of this Consent Order and Agreement upon the prospective transferee or assignee of the legal and equitable interest at least thirty (30) days prior to the contemplated transfer and shall simultaneously inform the Department of such intent.

29. Correspondence with Department. Correspondence with the Department concerning this Consent Order and Agreement shall be addressed to:

Mining

Tony Meinz
Compliance Specialist
Greensburg District Mining Office
Armbrust Professional Center
8205 Route 819
Greensburg, PA 15601-0982
(724)925-5500

HSCA and Waste

Barbara Gunter
Environmental Group Manager
Hazardous Sites Cleanup Program
Southwest Regional Office
Waterfront Drive
Pittsburgh, PA 15222

Dam Safety

Roger Adams
DEP Div of Dam Safety
PO Box 8554
Harrisburg, PA 17105-8554

30. Correspondence with Canestrале. All correspondence with Canestrале concerning this Consent Order and Agreement shall be addressed to:

Canestrале Environmental Control Corporation c/o Mr. Matt Canestrале
P.O. Box 234
Belle Vernon, PA 15012-0234
Phone: (412) 384-2722 Fax: (412) 384-2755

with copy to:

William T. Gorton III
Stites & Harbison, PLLC
250 West Main Street, Suite 2300
Lexington, Kentucky 40507
Telephone: (859)226-2241
Email: wgorton@stites.com

Canestrале shall notify the Department whenever there is a change in the contact person's name, title, or address. Service of any notice or any legal process for any purpose under this Consent Order and Agreement, including its enforcement, may be made by mailing a copy by first class mail to the above address.

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

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

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

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

35. Titles. A title used at the beginning of any paragraph of this Consent Order and Agreement may be used to aid in the construction of that paragraph, but shall not be treated as controlling.

36. Hazardous Sites Cleanup Act. Canestrале agrees that failure to comply with the provisions of Paragraphs 9 - 13 of this Consent Order and Agreement constitutes a failure to comply with an "enforcement action" as provided in Section 1301 of the Hazardous Sites Cleanup Act, the Act of October 18, 1988, P.L. 756, 35 P.S. § 6020.1301.

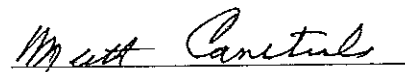
37. Decisions Under Consent Order. Any decision which the Department makes under the provisions of this Consent Order and Agreement is intended to be neither a final action under 25 Pa. Code § 1021.2, nor an adjudication under 2 Pa. C.S. § 101. Any objection which Canestrале may have to the decision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

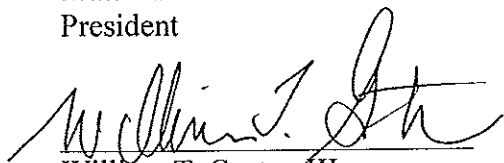
38. Effective Date. As set forth in Paragraph F of this Consent Order and Agreement, Canestrале is entering into this Consent Order and Agreement pursuant to the Sale Order dated June 16, 2010 as a condition to acquiring the Mon View assets, including the Mathies Mine Property.

IN WITNESS WHEREOF, the parties hereto have caused this Consent Order and Agreement to be executed by their duly authorized representatives. The undersigned representatives of


Canestrале certify under penalty of law, as provided by 18 Pa. C.S. § 4904, that they are authorized to execute this Consent Order and Agreement on behalf of Canestrале; that Canestrале consents to the entry of this Consent Order and Agreement as a final ORDER of the Department; and that Canestrале hereby knowingly waives its right to appeal this Consent Order and Agreement and to challenge its content or validity, which rights may be available under Section 4 of the Environmental Hearing Board Act, Act of July 13, 1988, P.L. 530, 35 P.S. § 7514; the Administrative Agency Law, 2 Pa. C.S. § 103(a) and Chapters 5A and 7A; or any other provisions of law. Signature by Canestrале's attorney certifies only that the agreement has been signed after consulting with counsel.

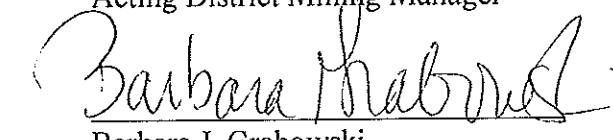
FOR CANESTRALE
ENVIRONMENTAL CONTROL
CORPORATION:



Matt Canestrале
President

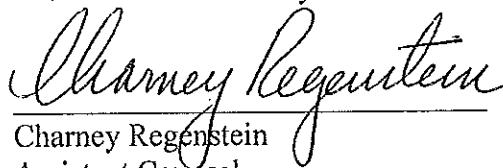

William T. Gorton III
Attorney for

FOR THE COMMONWEALTH OF
PENNSYLVANIA, DEPARTMENT OF
ENVIRONMENTAL PROTECTION:


Joe Leone
Acting District Mining Manager


Barbara J. Grabowski
Assistant Counsel


Roger Adams, Chief
Division of Dam Safety


Charney Regenstein
Assistant Counsel

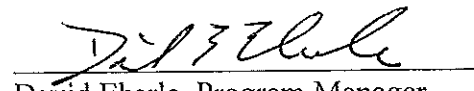

David Eberle, Program Manager
Environmental Cleanup Program

EXHIBIT A

Statement of Decision

COMMONWEALTH OF PENNSYLVANIA
Department of Environmental Protection
Hazardous Sites Cleanup Program
Mon View Mining Site
Union Township / Carroll Township
Washington County
Southwest Region

STATEMENT OF DECISION

Based on the facts and findings outlined in this document, response action is deemed appropriate, pursuant to Section 501(a) of the Hazardous Sites Cleanup Act at the Mon View Mining Site. This document also outlines the decision making process involved in the selection of the proposed response and provides a description of the proposed response. This document will be included in the Administrative Record which will be compiled for this response pursuant to Section 506 of the Pennsylvania Hazardous Sites Cleanup Act, Act of October 18, 1988, P.L. 756 No. 108 ("HSCA"), 35 P.S. section 6020.506.

I. SITE INFORMATION

A. Site Location and Description

The Mon View Mining Site ("Site") consists of a closed deep mine complex where transformers and containers of unknown wastes have been abandoned at different locations on the property. The abandoned materials are located at three Site locations: the Supply Yard, Prep Plant, and Coal Refuse Pile areas of the deep mine complex. The Supply Yard is located along Mingo Creek and Route 88 in Carroll Township, Washington County, where abandoned containers and drums containing unknown substances have leaked and contaminated soils, and transformers have been vandalized resulting in a spill, creating a large area of contaminated soil. Existing transformers at this location are actively leaking oil, contaminating soil, and are present targets of vandalism. The Prep Plant location is located along S.R. 837 adjacent to the Mitchell Power Plant and is an area where abandoned drums containing unknown substances have leaked and contaminated soils. At the Coal Refuse Pile, located off Courtney Hollow Road, drums containing unknown substances have leaked and contaminated soils, and transformers have been vandalized resulting in leakage and contaminated soils.

B. Site History

This Mon View Mining site ("Site") consists of a closed deep mine complex where transformers and containers of waste have been abandoned at different locations on the property. The deep mine had been operated by various parties since 1944. Beginning in 1994, Mon View Mining Company ("Mon View") took over operating the underground

coal mine, coal refuse disposal facility, and related coal preparation plant in Union and Carroll Townships in Washington County. Mon View ceased operating the deep mine and associated facilities in March 2002. Mon View filed a voluntary Chapter 11 Bankruptcy Petition in the United States Bankruptcy Court, on November 22, 2005.

By Order dated May 16, 2008, the United States Bankruptcy Court approved the sale of the Mon View assets to CRG Energy, Inc. ("CRG"), a Florida corporation. As a condition of the sale, CRG entered into a CO&A with the DEP on July 30, 2008 that required, among other things, that CRG remove and properly dispose of drums, transformers, waste, and contaminated soil from the Site. CRG failed to comply and on March 30, 2009 the DEP issued a Failure to Comply Order to CRG requiring immediate compliance with the CO&A. CRG continues to fail to comply with the CO&A.



C. Threat of Release of Hazardous Substances

Drums and containers of unknown waste and transformers possibly containing PCBs have been abandoned at the Supply Yard, Prep Plant, and Coal Refuse Pile areas of the deep mine complex. The Department had previously overpacked leaking containers and secured and stored many of the containers on a temporary basis, however containers that were not overpacked are deteriorating and starting to leak. Results of samples taken by DEP of stained soil near leaking drums at the Supply Yard and Prep Plant areas found volatile and semi-volatile organic compounds. PCBs were found in stained soil near leaking transformers. Benzene, tetrachloroethene, and lead were found in some soil samples above the Act 2 non-residential statewide health standard.

DEP's Mon View Mining Sampling				
Sample date	Collection ID	Supply Yard	Prep Plant	Sample location/description
8/22/2007	562-191	Yes	No	soil impacted by old leakage from transformers
8/22/2007	562-192	Yes	No	soil impacted by recent transformers leakage
4/8/2008	562-228	Yes	No	pile of white material, clay-like texture, possible area of newer transformer oil spill
4/8/2008	562-229	Yes	No	black piles, composite sample
4/8/2008	562-230	Yes	No	white material from ruptured drum in garage
4/8/2008	562-231	Yes	No	black sand piles, composite samples, possible foundry sand or black beauty?
4/8/2008	562-232	Yes	No	soils under and next to pallets of 5 gallon pails/buckets of materials that have been leaking. There are stringers of the material in the soils
4/8/2008	562-233	Yes	No	area next to fenced transformers, stained from recent transformer oil spill, slag and gravel layer on top was removed to access soil sample
4/8/2008	562-234	No	Yes	soils contaminated from relocated leaking drums
4/8/2008	562-235	No	Yes	west side of pad, leaking drums, phases have separated out on top of the soil, contaminated soil includes stringers of material
4/8/2008	562-236	No	Yes	west side of pad, contaminated soil, odor very strong
4/8/2008	562-237	No	Yes	east side of pad, contaminated soil, black soil on top of brown soil
4/8/2008	562-238	No	Yes	north side of pad, soil saturated with contamination
4/8/2008	562-239	No	Yes	soils west side of pad
4/8/2008	562-240	No	Yes	soils west side of pad
4/8/2008	562-241	No	Yes	access road, 2 leaking drums, soil under relocated leaking drums
4/8/2008	562-242	No	Yes	soil east side of pad, visual contamination, closer to the northern end of pad

Below is a summary of the waste and contaminated soil areas:

Supply Yard

Seven (7) vandalized transformers on the ground at different locations may have leaked oil. One (1) transformer located on a pole and six (6) large transformers, intact but leaking oil. Forty-three (43) drums, some leaking, some over-packed. Three (3) buckets and thirty-nine (39) batteries located inside a building with an open garage door. Three (3) poly drums (possibly empty) on the ground near some of the transformers, contents may have leaked previously. Approximately sixty-four (64) buckets under a tarp, leaking black material. Approximately eleven (11) drums scattered around the area that could be empty, contents may have leaked previously.

Prep Plant

One (1) drum on its side near entrance to deep mine, leaking a grease-like material. Twenty-eight (28) drums located on a slab and under a roof, a number are leaking. One (1) plastic box, containing liquids and two (2) poly drums next to the slab/roofed area, containing liquids.

Coal Refuse Pile

Thirteen (13) drums of unknowns scattered around the area, vandalized transformers near a building and areas of stained soil.

The current and/or potential threat from the Site to human health or welfare is the direct contact of the contamination to persons entering the areas where the drums, waste, transformers, and contaminated soils are located, access is generally unrestricted. The Department has noted that drums have been moved around and, in some cases, drums have disappeared indicating that direct contact may have taken place.

The current and/or potential threat that could adversely affect the environment is contamination of the soil, groundwater, and surface water from the leaking containers of waste. Sediment and surface water of Mingo Creek could be impacted as a result of runoff from the contaminated areas.

The Department has determined that hazardous substances, as defined by the Hazardous Sites Cleanup Act, have been released to the public and the environment from contamination related to leaking drums and containers of waste and leaking transformers at the Site.

The concentrations of benzene, tetrachloroethene, and lead that have been released at the Site exceed the statewide cleanup standards under the Land Recycling Act. Based on these findings, the Department has determined that response is appropriate

II. RESPONSE CATEGORY

The response category for the proposed response is an interim response category because it will cost less than 2 million dollars and will take less than 1 year.

III. CLEANUP STANDARDS

This proposed response is not a final remedial response pursuant to Section 504 of HSCA and therefore is not required to meet the cleanup standards which apply to final remedial responses. Additional response action may be needed to achieve a complete and final cleanup for the Site.

IV. APPLICABLE, RELEVANT and APPROPRIATE REQUIREMENTS (ARARs)

The following standards, requirements, criteria or limitations are legally applicable, or relevant and appropriate under the circumstances presented by the Site.

The Pennsylvania Hazardous Sites Cleanup Act (35 P.S. Section 6020.101)

The Pennsylvania Solid Waste Management Act 97 (35 P.S. Sections 6018.101-6018.1003)

The Pennsylvania Land Recycling and Environmental Remediation Standards Act 2 (35 P.S. Section 6026.1012 et seq.)

The Pennsylvania Clean Stream Law, the Act of June 22, 1937, as amended, P.L. 1987, 35 P.S. 691.1 et. seq.

V. ANALYSIS OF ALTERNATIVES

Alternative 1. No Action

Description of Alternative:

This alternative consists of taking no action to address the abandoned drums and containers of unknown waste and transformers located at the Supply Yard, Prep Plant, and Coal Refuse Pile areas of the deep mine complex. The leaking containers will not be secured and contaminated soil will continue to be exposed.

Compliance with ARARs:

This Alternative will not comply with Section 501 (a) of HSCA because the release or threat of a release of hazardous substances at the Site will not be addressed.

Cost Effectiveness:

There is no cost associated with this Alternative, but it is not effective in addressing the ARARs.

Alternative 2. Fence and Secure drums, transformers, and contaminated soil areas

Description of Alternative:

Each area where there are drums and containers of waste, transformers and contaminated soil will be fenced and otherwise secured to prevent human exposure. Leaking drums and containers will be over packed and contaminated soil areas will be covered with tarps to reduce exposure to the environment.

Compliance with ARARs:

This Alternative will not comply with Section 501 (a) of HSCA because the release or threat of a release of hazardous substances at the Site will only be addressed in a temporary manner.

Cost Effectiveness:

The estimated cost for this Alternative is \$10,000, however and it will not be effective in addressing the ARARs.

Alternative 3. Remove and properly dispose of drums and containers of waste and transformers. Excavate and properly dispose of contaminated soil.

Description of Alternative:

The contents of drums, containers, and transformers will be sampled. Leaking containers will be overpacked and all containers will be staged in a secure location until proper disposal can be arranged. Areas of visible soil contamination will be excavated, sampled, and staged on-site under a tarp until proper disposal can be arranged. After waste and contaminated soil is removed from the site, disturbed areas will be mulched and seeded.

Compliance with ARARs:

This Alternative will comply with Section 501 (a) of HSCA because the release or threat of a release of hazardous substances at the Site will be addressed.

Cost Effectiveness:

The estimated cost for this Alternative is \$150,000 and it will be effective in addressing the ARARs.

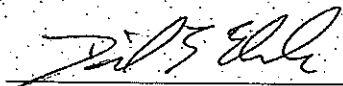
VI. SELECTED RESPONSE

The selected alternative is Alternative 3, to remove and properly dispose of drums and containers of waste and transformers and excavate and properly dispose of contaminated soil. Alternative 3 was chosen because it complies with the ARARs and is more cost effective compared to Alternatives 1 and 2.

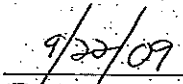
VII. RESPONSE TO PUBLIC COMMENTS

The public comment period for the selection of this interim response action opened on June 20, 2009 and closed on September 19, 2009. The legal notice for the public comment period was published in the Pennsylvania Bulletin and the Washington Observer Reporter on June 20, 2009. A copy of the notice was sent to potential responsible parties on June 8, 2009. A public hearing was held on August 12, 2009. The Department received no written comments and received no testimony at the public hearing.

FOR THE COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION



David Eberle
Program Manager
Environmental Cleanup Program
Southwest Region



Date

EXHIBIT B

Stipulation

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

In re:

MON VIEW MINING COMPANY,

Debtor,

COMMONWEALTH OF PENNSYLVANIA,
DEPARTMENT OF ENVIRONMENTAL
PROTECTION

Case No. 05-50219-JAD

Chapter 11

Related to Document Nos. 898
and 1102.

Doc. # 1117

STIPULATION AND CONSENT ORDER

AND NOW, come the Debtor, Mon View Mining Company ("Debtor"), the Commonwealth of Pennsylvania, Department of Environmental Protection ("DEP"), and Canestrone Environmental Control Corporation ("Canestrone"), in accordance with the Court's Order dated April 6, 2010, and file this Stipulation and Consent Order regarding the Letters of Credit posted by Debtor for its Coal Refuse Disposal Permit No. 63733708 and Coal Mining Activity Permit No. 63841306.

BACKGROUND

1. Debtor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code on November 22, 2005.
2. The DEP is the administrative agency with the duty and authority to administer and enforce Pennsylvania environmental law, including the Surface Mining Conservation and Reclamation Act, Act of May 31, 1945, P.L. 1198, *as amended*, 52 P.S. §§1396.1 - 1396.19a; the Bituminous Mine Subsidence and Land Conservation Act, Act of April 27, 1966, P.L. 31, *as amended*, 52 P.S. §§ 1406.1 - 1406.21; the Coal Refuse Disposal Act, Act of September 24,

1968, P.L. 1040, *as amended*, 52 P.S. §§ 30.51 - 30.206; and the Clean Streams Law, Act of June 22, 1937, P.L. 1987, *as amended*, 35 P.S. §§ 691.1 - 691.1001.

3. Canestrale is a secured creditor, with a stipulated and allowed claim in the amount of \$1.2 million and a contingent general unsecured claim in the event that the letters of credit described below are drawn. (Document No. 524).

LETTERS OF CREDIT

4. As part of its obligations under the Pennsylvania environmental laws, Debtor posted three (3) separate letters of credit in the total amount of \$293,806.30 as a condition of obtaining its coal refuse disposal permit, and posted eighteen (18) separate letters of credit in the total amount of \$1,852,650 as a condition of obtaining its underground mining permit in order to conduct its mining and coal refuse disposal activities at the Mathies Mine. Debtor was required to post the letters of credit under Section 1396.4(d) of the Surface Mining Conservation and Reclamation Act, 52 P.S. § 1396.4(d), Section 1406.6(b) of the Bituminous Mine Subsidence Land Conservation Act, 52 P.S. § 1406.6(b), and Section 30.56(a) of the Coal Refuse Disposal Act, 52 P.S. § 30.56(a).

5. One letter of credit, in the amount of \$76,070.00, was converted to cash in October 2003. The cash from that conversion was placed in a Pennsylvania Department of Treasury account.

6. In March 2003, the DEP declared the letters of credit forfeit under Sections 1396.4(h) of the Surface Mining Conservation and Reclamation Act, 52 P.S. § 1396.4(h), Section 1406.6(c) of the Bituminous Mine Subsidence Land Conservation Act, 52 P.S. § 1406.6(c), and Section 30.56(b) of the Coal Refuse Disposal Act, 52 P.S. § 30.56(b).

DEP'S MOTION FOR LEAVE TO COLLECT LETTERS OF CREDIT

7. The DEP filed a Motion for Leave to Collect the Letters of Credit with this Court on June 9, 2009.

8. By Order dated April 6, 2010, this Court granted the DEP's Motion and directed the parties to submit a consent order to the Court by April 16, 2010. (Document No. 1102).

DEPOSIT OF LETTERS OF CREDIT INTO RECLAMATION AND TREATMENT

TRUST

9. The Clean Streams Foundation, Inc. has established a Trust, through a Declaration of Trust, dated April 7, 2001, which purpose is to help assure that funds are available to the Commonwealth of Pennsylvania, as the beneficiary, in the future to operate and maintain treatment systems, to prevent pollution, to protect natural resources from the adverse impact of untreated discharges into waters of the Commonwealth, and for the health and welfare of the public (the "CSF Master Trust"). The Clean Streams Foundation, Inc. has agreed to establish within the CSF Master Trust a Mon View Trust Account (the Mon View Trust) for the benefit of the Commonwealth of Pennsylvania acting through the DEP. The Mon View Trust will be used to pay the DEP's contractor to treat the discharges from the Mathies Mine, from the coal refuse disposal area, and at other locations on the Mon View property and to otherwise reclaim the coal refuse disposal area and surface facilities associated with the Mathies Mine as may be determined appropriate by the DEP.

10. Within ten (10) days of the date of this Stipulation and Consent Order, the DEP will make a demand on Parkvale Bank, the issuer of the letters of credit, and collect the full face amount of the letters of credit for the coal refuse disposal permit No. 63733708 and the coal

mining activity permit No. 63841306 in accordance with 25 Pa Code § 86.182 and the terms of the letters of credit. The DEP shall request that Parkvale Bank pay the full face amount of the Letters of Credit at the expiration of the repurchase date of the collateral supporting the letters of credit. The DEP will direct that the proceeds from the letters of credit be paid to the Clean Streams Foundation, Inc. Mon View Trust. A list of the letters of credit to be collected is attached as Exhibit A.

11. With respect to any remaining collateral or interest which may have accrued on the collateral securing the letters of credit, the terms of the Security Agreement for the security supporting the letters of credit, or other applicable law, governs the distribution of any remaining collateral or interest which has accrued on said security. Parkvale Bank shall turn over any remaining collateral or interest which has accrued on the collateral pledged to the Bank by Debtor to the Debtor. Parkvale Bank shall turn over any remaining collateral or interest which has accrued on the collateral pledged to the Bank by Canestrone to Canestrone.

12. Debtor and Canestrone shall file an accounting of any remaining collateral or interest each has received from their respective collateral.

13. Debtor shall serve a copy of this Stipulation and Consent Order on Parkvale Bank.

Date:

**COMMONWEALTH OF PENNSYLVANIA,
DEPARTMENT OF ENVIRONMENTAL
PROTECTION**

By: Barbara Grabowski
Barbara J. Grabowski
Assistant Counsel

Its: Attorney

MON-VIEW MINING

By: Donald Calaiaro / BJE
Donald Calaiaro, Esquire

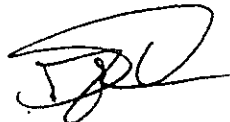
Its: Attorney

**CANESTRALE ENVIRONMENTAL
CONTROL CORPORATION**

By: Blaine Early / BJE
Blaine Early, Esquire

Its: Attorney

SO ORDERED THIS 22nd DAY OF April, 2010



JEFFERY A. DELLER
United States Bankruptcy Judge

FILED

APR 22 2010

EXHIBIT A

PERMIT	LETTER OF CREDIT #	AMOUNT	
DEEP MINE	0433-17569-1065	\$15,000	
	0433-17569-1066	\$23,378	
	0433-17569-1067	\$23,378	
	0433-17569-1070	\$23,378	
	0433-17569-1074	\$23,378	
	0433-17569-1075	\$23,370	
	0433-17569-1078	\$1,182,952	
	0433-17569-1079	\$10,000	
	0433-17569-1080	\$10,000	
	0433-17569-1081	\$23,378	
	0433-17569-1083	\$23,378	
	0433-17569-1084	\$23,378	
	0433-17569-1088	\$23,378	
	0433-17569-1090	\$23,378	
	0433-17569-1091	\$124,390	
	0433-17569-1101	\$124,390	
0433-17569-1108	\$76,070		
		\$1,776,574.00	TOTAL
COAL REFUSE DISPOSAL	0433-17569-1121	\$21,473.15	
	0433-17569-1085	\$250,860.00	
	0433-17569-1111	\$21,473.15	
		\$ 293,806.30	TOTAL
	TOTAL BOND AMOUNT	\$2,070,380.30	

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

In Re: : Bankruptcy No. 05-50219-JAD
: :
MON VIEW MINING COMPANY, : Chapter 11
Debtor.: :

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Stipulation and Consent Order, filed by the Commonwealth of Pennsylvania, Department of Environmental Protection was served on this 21st day of April, 2010, upon the following named individuals by first class mail:

Debt Acquisition Co. of America V, LLC
1565 Hotel Circle South, Ste 310
San Diego, CA 92108

W. Blaine Early
Stites & Harbison PLLC
250 West Main Street, Suite 2300
Lexington, KY 40507

Ronald S. Gellert
Eckert Seamans Cherin & Mellott, LLC
Two Liberty Place
50 S. 16th. Street, 22nd Floor
Philadelphia, PA 19102

Robert T. Kelly
Myers, Brier & Kelly, LLP
425 Spruce Street, Suite 200
Scranton, PA 18503
National City Bank of Pennsylvania
Meyer, Unkovic & Scott LLP
1300 Oliver Building
535 Smithfield Street
Pittsburgh, PA 15222

Jason J. Leininger on behalf of
Creditor Ringgold School District
Portnoff Law Associates, LTD
1000 Sandy Hill Road, Suite 150
Norristown, PA 19401

Barbara E. Locklin on behalf of Creditor
UMWA Health & Retirement Funds
UMWA Health & Retirement Funds
Office of the General Counsel
2121 K Street N.W., Suite 350
Washington, DC 20037

John R. McMurtry
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Pittsburgh, PA 15222

Pramco CV6, LLC
230 CrossKeys Office Park
Fairport, NY 14450

Mary Elisabeth Naumann
Jackson Kelly PLLC
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Lexington, KY 40588-9945

Kristin L. Piseski on behalf of Creditor
Federal Insurance Company
Davies, McFarland & Carroll, P.C.
One Gateway Center, 10th Floor
Pittsburgh, PA 15222

Primeshare
60 Madison Avenue
2nd. Floor
New York, NY 10011-1600

David E. Rosenberg
Rosenberg & Associates, LLC
6 Way Road, Suite 303
Middlefield, CT 06455

Patrick S. Scott
GrayRobinson, PA
401 East Las Olas Blvd., Suite 1850
Ft. Lauderdale, FL 33301



Barbara J. Grabowski
Assistant Counsel
PA ID No. 61657
Office of Chief Counsel
400 Waterfront Drive
Pittsburgh, PA 15222-4745
412-442-4262

FOR THE COMMONWEALTH OF
PENNSYLVANIA, DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Date: April 21, 2010