

4-2006

**RESOLUTION**

THIS IS TO CERTIFY that the following Resolution was adopted by the Township Supervisors  
of Schuylkill Township, Pennsylvania, at a  
meeting held September 6th, 2006.

BE IT RESOLVED THAT the \_\_\_\_\_ Chairman \_\_\_\_\_ of  
Schuylkill Twp. Supervisors, together with the Fellow Supervisors  
is hereby authorized 1) to execute the Consent for Right of Entry Agreement (the "Agreement") attached hereto for the  
benefit of the Owner (as such term is defined in the Agreement) and the general public, granting the Government (as such  
term is defined in the Agreement) a right of entry to conduct project activity consisting of performing a mine  
reclamation project as described in the attached Job Description and Map as part  
of Government Project Number OSM 54( 3695) 101.1, 2) and to  
release the Government from any and all liability for claims arising as a result of said project activity and 3) on behalf of the  
Schuylkill Township Supervisors, to hold the Government harmless and to indemnify it  
from any and all claims or controversies arising from the performance of said project activity, and to execute such other  
documents and agreements as may be necessary or required to permit the Government to complete said project activity.

IN WITNESS WHEREOF, we hereunto set our hands and seal of the Schuylkill  
Township Supervisors this 6th day of  
September, 2006.

Schuylkill Township, Schuylkill County, PA.  
(Print Name of Government Entity)

(SEAL)

By: Joseph E. Boran  
Signature and Title  
Joseph E. Boran, Chairman

By: Linda M. Decindio  
Signature and Title  
Linda M. Decindio, Supervisor

By: Maureen E. Vanek  
Signature and Title  
Maureen Vanek, Supervisor



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF ABANDONED MINE RECLAMATION

7C-K-150

Mary D East / Mary D Treatment  
Project: & Overflow Systems

Project No.: OSM 54(3695) 101.1

- (Department Use Only)

### CONSENT FOR RIGHT OF ENTRY

KNOW ALL MEN BY THESE PRESENTS THAT:

Authority (check one or more):

(a) **Growing Greener.** WHEREAS, the Commonwealth of Pennsylvania, Department of Environmental Protection (the "Government") is authorized to perform the activity described herein under "The Environmental Stewardship and Watershed Protection Act" (27 Pa. C.S. § 6101 *et seq.*):

and/or

(b) **Cooperative Agreement/Federal Grant.** WHEREAS, the United States Department of the Interior, Office of Surface Mining has entered into a cooperative agreement with or provided a federal grant to the Commonwealth of Pennsylvania, Department of Environmental Protection (the "Government") to perform the activity described herein pursuant to the authority granted in Title IV of the "Surface Mining Control and Reclamation Act of 1977," P.L. 95-87, 30 U.S.C. § 1231 *et seq.*; and the Act of January 19, 1968, P.L. 996, as amended, known as the "Land and Water Conservation and Reclamation Act" (32 P.S. 5101 *et seq.*):

and/or

(c) **Bond Forfeiture.** WHEREAS, the Commonwealth of Pennsylvania, Department of Environmental Protection (the "Government") is authorized to perform the activity described herein pursuant to the Act of May 31, 1945, P.L. 1198, as amended, known as the "Surface Mining Conservation and Reclamation Act" (52 P.S. § 1396 *et seq.*):

and/or

(d) **AD'BD.** WHEREAS, the Commonwealth of Pennsylvania, Department of Environmental Protection (the "Government") is authorized to perform the activity described herein with monies received from the General Fund, as described in 72 P.S. § 302; and

WHEREAS, pursuant to such authority, the Government desires to undertake certain activity on property located in Schuylkill Township (Municipality), Schuylkill (County), Pennsylvania, which involves performing a mine reclamation project as described and more fully described on the **Exhibit entitled "Job Description"** attached hereto and made a part hereof for all purposes; and

WHEREAS, Schuylkill Township (the "Owner") is the record owner of a "Fee" interest in the Surface of the property contained within the red lines on the **map attached hereto as an Exhibit** and made a part hereof for all purposes (the "Property"); and

WHEREAS, the Government has requested, and the Owner is willing to grant the Government, a right of entry into, under, over and upon the Property to conduct the activity described in the attached Job Description and to do all things necessary or convenient to effectively carry on such activity, and a release of and indemnity against any and all claims of damage and liability resulting from the conduct of such activity.

NOW THEREFORE, in consideration of the benefits which will inure to the Owner and to the general public and intending to be legally bound hereby, it is agreed as follows:

1. **Right of Entry.** The Owner does hereby grant and convey to the Government, its employees, agents, servants, contractors and subcontractors a right of entry into, under, over, and upon the Property, including all necessary or convenient rights of ingress, egress and regress, with all necessary or convenient personnel, materials and equipment, to conduct the activity described on the attached Job Description, and to do any and all other things as may be necessary or convenient to carry on effectively such activity, in a good and workmanlike manner, including but not limited to the temporary storage of equipment and materials on the Property and the construction of temporary roadways on the Property as shown on the map attached hereto.

2. **Insurance.** Except for activity to be conducted pursuant to subsection (d) of the paragraph entitled "Authority," the activity described on the attached Job Description will be conducted by contractors for the Government, and the Owner agrees that the Government is without authority to assume the risk of injury, death or damage to persons or property resulting from the action of said contractors. However, the Government will require said contractors to obtain and keep in force insurance coverage sufficient to protect the Government and the Owner against damage or injury resulting from the negligence or fault of said contractors. The Government shall require said contractors to name the Owner as an additional insured under said insurance coverage.

(Check if applicable). Such insurance coverage shall be required as described in the *Exhibit entitled "Insurance"* attached hereto and made a part hereof for all purposes.

3. **Duration of Right of Entry.** The term of the Right of Entry shall extend for the length of time necessary to complete the activity described on the attached Job Description and shall terminate upon completion of such activity; provided, however, that this Right of Entry may be terminated at any time during its term in writing by the Government. The Government reserves the right to make changes to the project number or statutory authority indicated in the Consent during the term of the Consent.

4. **No Obligation on Government to Perform Work.** The execution of the Right of Entry places no affirmative duty or obligation on the Government to undertake or complete the activity set forth in the attached Job Description. This Right of Entry shall be automatically cancelled and shall become null and void if such activity is not begun on the Property within three (3) years of the execution hereof.

5. **Lien.** (check only one).

(a) The Owner represents that it acquired title to the Property prior to May 2, 1977, and did not consent to, participate in, or exercise control over the mining operation which necessitated the project activity described herein. In reliance upon this statement by the Owner, the Government will place no lien as a result of the activity provided for under this Right of Entry; or

(b) Any lien, which may have resulted from the reclamation provided for in this Right of Entry under the Land and Water Conservation and Reclamation Act (32 P.S. § 5101 *et seq.*), has been waived by the Government.

(c) The Government may file a lien if the project activity under this Right of Entry results in a significant increase in the market value of the Property as a result of such project activity. Any such lien shall not exceed an amount equivalent to the increase in market value of the Property as a result of such project activity.

6. **Release.** The Owner, on behalf of itself and its successors and assigns, agrees to release any claims which Owner has or may have against the Government or any of the Government's officers or employees, arising from performance of the activities contemplated in the Job Description attached hereto, including but not limited to any claims of damages to the real property interests of Owner resulting from performance of such activities contemplated in the Job Description. Nothing in this release, however shall be construed as a release of any obligations, as stated in the Job Description, to restore damaged areas within the project area.

7. **Indemnification.** The Owner agrees to defend, hold harmless and indemnify the Government from and against any and all claims of liability, controversies or damages arising from the performance of the activity herein contemplated; or from the failure to secure the right, privilege or license to conduct such activity, or secure the release of claims and damages from any and all persons, firms or corporations having an interest to surface or mineral rights within the project limits as shown on the attached map.

8. **Maintenance.** The Government shall have the continuing right during and after the term of this Right of Entry to inspect and maintain any and all project activity performed, including facilities constructed hereunder; however, the Government shall have no duty or obligation to maintain the results of such project activity or such facilities.

9. **Owner Property Use during Term of Right of Entry.** During the term of this Right of Entry, the Owner will not, without the express written consent of the Government, mine or remove, lease mining or removal rights in, or permit mining or removal of coal or other minerals on the Property; or do any act or permit any act to be done that will destroy, damage or alter the project activity performed hereunder, or the equipment, materials and facilities placed on the Property pursuant to this Right of Entry. In the event that this property is sold, exchanged, or leased during the term of this Right of Entry, it is the Owner's responsibility to advise the prospective owners or lessees of this Agreement and its terms and insure that they are in agreement.

10. **Other Provisions:** (insert additional provisions or cross out):

11. **Headings.** The paragraph headings contained herein are for reference purposes only and are intended to be of no legal force or effect.

IN WITNESS WHEREOF, the Owner hereunto sets its hand and seal, for itself, its heirs, executors, administrators, successors and assigns, intending to be legally bound hereby, this 6th day of September, 2006.

ATTEST:

OWNER: CORPORATION/PARTNERSHIP/GOVERNMENT ENTITY

SCHUYLKILL TOWNSHIP

(Print Name)

By: Joseph Boran  
Joseph E. Boran, Chairman

By: Linda M. Decindio  
(Signature & Title) Linda M. Decindio, Supervisor

By: Maureen E Vanek  
(Signature & Title) Maureen Vanek, Supervisor

Mary E Kubel  
Secty Treasurer

WITNESS:

or

OWNER: INDIVIDUAL(S)

\_\_\_\_\_

(Signature) \_\_\_\_\_

\_\_\_\_\_

(Signature) \_\_\_\_\_

Approved as to legality and form:

\_\_\_\_\_  
Chief/Assistant Counsel  
Department of Environmental Protection

\_\_\_\_\_  
PRE-APPROVED  
Office of Attorney General

ACKNOWLEDGMENT - GOVERNMENT ENTITY

COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF SCHUYLKILL ) SS: SCHUYLKILL TOWNSHIP

On this 6th day of September, 20 06, before me, the undersigned officer,

personally appeared Joseph E. Boran and

DECINDIO  
Linda M. Decindio and Maureen Vanek, who acknowledged themselves to be the

Chairman and Fellow Supervisors of

Schuylkill Township, Schuylkill County, PA, a Government Entity,

and that they as such (officers/partners) being authorized to do so, executed the above instrument for the purposes therein contained.

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

*Elizabeth Kostin*

NOTARIAL SEAL (Signature)  
Elizabeth Kostin, Notary Public  
Brockton, Schuylkill Co., PA  
My Commission Expires Aug. 4, 2009

(Seal)

Expiration Date: 8/4/09

## **JOB DESCRIPTION**

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

**PROJECT NUMBER AMD 54 (3695) 101.1  
MARY D EAST  
MARY D OVERFLOW AMD TREATMENT SYSTEMS  
SCHUYLKILL TOWNSHIP  
SCHUYLKILL COUNTY**

**SURFACE OWNER:**

**Schuylkill Township**

The Pennsylvania Department of Environmental Protection proposes to install a passive treatment system in order to treat mine water discharges that are within the Schuylkill River Watershed in Schuylkill Township, Schuylkill County.

The proposed project will affect a portion of the owner's property within the area outlined in red on the attached map for the purpose of utilizing the property for the following:

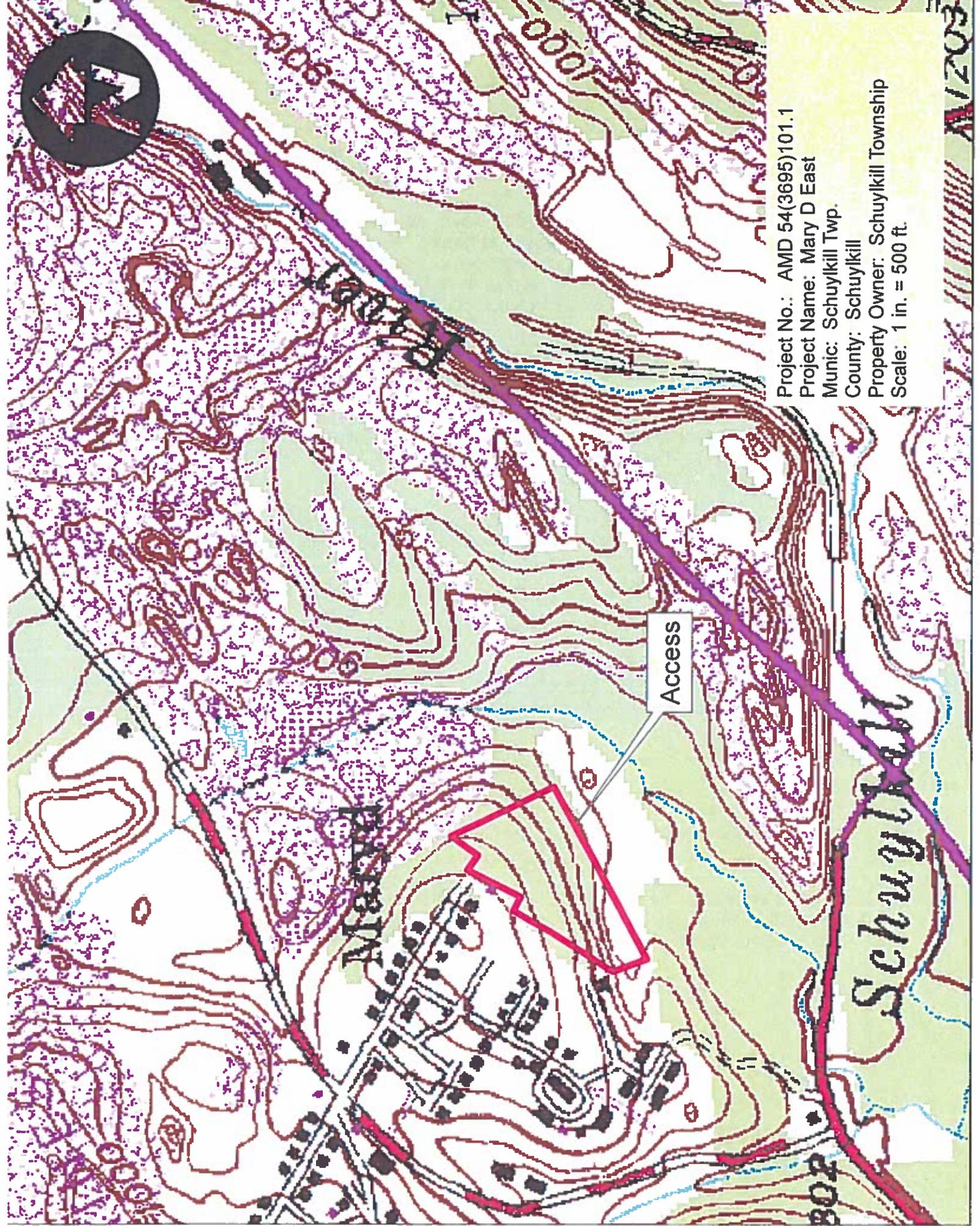
- (a) Access to project area
- (b) Grading
- (c) Utilization of soil and rock to construct embankments
- (d) Revegetation

The work will also involve the following activities: mobilization of equipment, clearing, grubbing, earthmoving, seeding, demobilization of equipment, and cleanup of the area upon completion of the project.

Ingress and egress to the project will be by existing roads as shown on the attached map.

After completion of the project, any affected areas on the said property will be restored to as good or better condition than existed prior to the start of the project.

Due to the nature of the work , it may be necessary to slightly modify the project while it is in progress. Such modifications could include some variations of the activities listed above in order to satisfactorily complete the project.



Project No.: AMD 54(3695)101.1  
Project Name: Mary D East  
Munic: Schuylkill Twp.  
County: Schuylkill  
Property Owner: Schuylkill Township  
Scale: 1 in. = 500 ft.

Access

Schuylkill

1203

802