

**ENVIRONMENTAL PROJECTS FUNDING AGREEMENT FOR THE
COMMUNITY FOUNDATION OF WESTMORELAND COUNTY**

This AGREEMENT is made this 30th day of November, 2017, by and between PennEnvironment, Inc. (“PennEnvironment”) and ArcelorMittal Monessen LLC (“AMM”) (collectively, “the Parties”).

WHEREAS, AMM desires to make a monetary contribution to the Community Foundation of Westmoreland County (“Community Foundation”) to fund certain projects;

WHEREAS, AMM desires that PennEnvironment oversee the expenditures of AMM’s donated funds by the Community Foundation; and

WHEREAS, PennEnvironment desires to improve air quality for its members and other residents of Monessen, Donora, and Carroll Township by providing the service of overseeing the expenditures of such funds by the Community Foundation.

In consideration of the mutual promises contained herein, the Parties, intending to be legally bound, agree as follows:

1. AMM shall pay the sum of \$300,000 by electronic funds transfer or bank draft to “The Community Foundation of Westmoreland County,” in accordance with instructions to be provided to AMM by the Community Foundation.

a. AMM shall make such payment no later than 30 days after approval of the Consent Decree is recorded on the Court’s docket in Civil Action No. 2:15-cv-01314-CRE (W.D. Pa.).

b. The payment shall be used exclusively for the creation of a charitable fund with the following requirements:

i. The charitable fund shall be known as the Vehicle Emission Reduction Fund (the “Fund”).

ii. The Fund shall be consistent with the Pennsylvania Department of Environmental Protection’s Policy for the Consideration of Community Environmental Projects by promoting substantial public health and environmental benefits, and focusing on areas that are susceptible to disproportionate environmental impacts.

iii. The Fund shall solicit proposals from, and disburse grants to, incorporated nonprofits, school districts, and municipalities exclusively for the purpose of improving air quality in Monessen, Donora, and Carroll Township by reducing vehicle emissions. Eligible projects include (1) replacing or converting on-road vehicles, engines, and equipment with newer, cleaner vehicles, with a strong preference for electric and hybrid engines certified by EPA or the California Air Resources Board (CARB) to meet stringent emission standards, and with the proviso that any vehicle, engine, or equipment being replaced must be scrapped or rendered permanently disabled within 90 days of replacement using the methods described in EPA’s Diesel Emissions Reduction Act program, and (2) the purchase and installation of electric charging stations or related electric vehicle infrastructure. Eligible vehicles would include school buses with a model year earlier than 2007, transit buses and class 1 through class 8 vehicles (with model years earlier than 2007), unregulated marine engines, and unregulated and tier 0 locomotives.

2. The Community Foundation shall agree, as a condition of receiving any funds pursuant to this Agreement: (i) to confirm to PennEnvironment that it is a 501(c)(3) tax-exempt entity; (ii) to disburse any money it receives under this Agreement solely pursuant to Fund requirements described in Paragraph 1 above; (iii) not to use any money received under this Agreement for political lobbying activities; (iv) to provide PennEnvironment with a written summary of the project(s) that the Community Foundation selects to fund, and to allow PennEnvironment 15 business days in which to submit to the Community Foundation any comments regarding the selected project(s) before any funds are disbursed, provided that the Community Foundation shall retain ultimate decision-making authority over funding decisions; and (v) to submit to PennEnvironment and AMM on the first anniversary of receiving the payment described in this Agreement and on each anniversary thereafter, a report describing how the money was spent, and certifying that the funds were used in the manner described in this Agreement, until all money is expended.

3. PennEnvironment shall oversee the expenditures of the Fund by the Community Foundation and shall ensure that the Community Foundation adheres to the requirements of Paragraph 1(b)(i)-(iii) and Paragraph 2.

4. Any press statement or annual report made by AMM promoting AMM's environmental or charitable practices or record that makes reference to AMM's payment to establish any project described in this Agreement shall include the following language: "Funding of the Community Foundation of Westmoreland County [or the specific project] was made pursuant to an agreement with PennEnvironment to resolve a Clean Air Act enforcement suit," or a substantially similar statement.

5. This Agreement constitutes the final, complete, and exclusive agreement and understanding between PennEnvironment and AMM with respect to the matters addressed herein.

6. Notifications, submissions, or communications under this Agreement must be made in writing and addressed as follows. If an email address is provided, electronic submissions may be submitted to such person as an alternative to a paper submission.

To PennEnvironment:

Heather Govern
National Environmental Law Center
294 Washington Street, Suite 500
Boston, MA 02108
Phone: (617) 747-4301
Email: govern.nelc@gmail.com

To AMM:

Division Manager
ArcelorMittal Monessen LLC
345 Donner Avenue
Monessen, PA 15062

7. This Agreement will be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without reference to its conflicts of law principles.

8. Each of the Parties represents that it has been represented by counsel of its choice in the negotiation and drafting of this Agreement. Accordingly, this Agreement will not be strictly construed against any Party on the ground that the rules for the construction of contracts requires resolution of any ambiguity against the Party drafting the document. Each of the Parties further represents that its counsel has completely explained to it the terms of this Agreement, and that it fully understands and voluntarily accepts those terms.

9. No party may assign its rights or obligations under this Agreement without the prior written consent of all other Parties.

PENNENVIRONMENT, INC.:

By: _____
David Masur
Executive Director

ARCELORMITTAL MONESSEN LLC:

By: _____
Paul Liebenson
General Counsel and Assistant Secretary

9. No party may assign its rights or obligations under this Agreement without the prior written consent of all other Parties.

PENNVIRONMENT, INC.:


By:



David Masur
Executive Director

ARCELORMITTAL MONESSEN LLC:

By:



Paul Liebenson
General Counsel and Assistant Secretary