

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

In the Matter of:

|                        |   |                                 |
|------------------------|---|---------------------------------|
| Amerikohl Mining, Inc. | : | Barrett II Mine                 |
| 202 Sunset Drive       | : | SMP No. 32150101                |
| Butler, PA 16001       | : | West Wheatfield Township        |
|                        | : | Indiana County                  |
|                        | : |                                 |
|                        | : | Alternative Financial Assurance |
|                        | : | Mechanism                       |

**POST-MINING DISCHARGE TREATMENT TRUST  
CONSENT ORDER AND AGREEMENT**

This Post-Mining Discharge Treatment Trust Consent Order and Agreement ("Consent Order and Agreement") is entered into this 7th day of February, 2024, by and between the Commonwealth of Pennsylvania, Department of Environmental Protection ("Department"), and Amerikohl Mining, Inc.

The Department has found and determined the following:

A. The Department is the agency with the duty and authority to administer and enforce 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 Bituminous Mine Subsidence and Land Conservation Act, Act of April 27, 1966, P.L. 31, *as amended*, 52 P.S. §§ 1406.1-1406.21 ("Mine Subsidence 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"); 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. Pursuant to Section 4(d.2) of the Surface Mining Act, 52 P.S. § 1396.4(d.2), the Department may establish alternative financial assurance mechanisms which shall achieve the objectives and purposes of the bonding program. These mechanisms include the establishment of a site-specific trust fund funded by a mine operator for the treatment of post-mining discharges of acid mine drainage. The post-mining discharge treatment trust to be established as required by this Consent Order and Agreement through the accompanying Participation Agreement for the Clean Streams Foundation, Inc. Trust (established by Declaration of Trust dated April 7, 2001) constitutes an alternative financial assurance mechanism authorized by Section 4(d.2) of the Surface Mining Act. Pursuant to Sections 5, 315 and 610 of the Clean Streams Law, 35 P.S. §§ 691.5, 691.315 and 691.610, 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, and Section 9 of the Mine Subsidence Act, 52 P.S. § 1406.9, the Department has authority to issue such orders as are necessary to aid in the enforcement of the provisions of these acts, including orders compelling an operator to establish a post-mining discharge treatment trust as an alternative financial assurance mechanism to meet its long-term postmining discharge treatment obligations .

C. Amerikohl Mining, Inc. (“Amerikohl”) is a Pennsylvania corporation whose business includes the mining of bituminous coal by surface methods in Pennsylvania. Amerikohl has a mailing address of 202 Sunset Drive, Butler, PA 16001.

D. W. David Maxwell is Vice President of, and has signatory authority for, Amerikohl. Todd Fiedor is Secretary of, and has signatory authority for, Amerikohl.

E. Amerikohl is authorized to conduct surface coal mining activities in Pennsylvania pursuant to Mining Operators License No. 1475.

F. Amerikohl is the permittee and operator of the Barrett II Mine pursuant to Surface Mining Permit No. 32150101 (the “SMP”). The Barrett II Mine is located in West Wheatfield Township, Indiana County and has associated post-mining discharge liability.

G. The Department issued the original SMP for the Barrett II Mine to Amerikohl on January 18, 2017. The SMP was most recently renewed on December 22, 2021, for reclamation only, and expires on January 18, 2027. Coal extraction has been completed. On September 12, 2023, the Department designated the site status as Stage II reclamation completed.

H. As a result of its past mining activities, Amerikohl has associated post-mining discharge treatment liability under Section 315 of the Clean Streams Law, 35 P.S. § 315, Section 1396.4 of the Surface Mining Act, 52 P.S. § 1396.4, and 25 Pa. Code §§ 88.92 and 89.52. The only activities that remain on the site are completion of the period required to demonstrate vegetative success for Stage III bond release and the treatment of four (4) post-mining discharges.

I. The description of the reclamation bond currently posted for Barrett II, which will be held by the Department until the site-specific trust fund is fully funded and Stage III reclamation is achieved, is as follows:

| <b>PERMIT NO.</b> | <b>BOND TYPE</b> | <b>FINANCIAL GUARANTOR</b> | <b>BOND INSTRUMENT NO.</b> | <b>BOND STATUS</b> | <b>BOND AMOUNT</b> |
|-------------------|------------------|----------------------------|----------------------------|--------------------|--------------------|
| 32150101          | Surety           | Lexon Inx. Co.             | 1143009                    | Active             | \$223,876          |

### **Post-Mining Discharges**

J. In 2019, the Department identified two unauthorized post-mining discharges within the permit boundary of the Barrett II Mine site which are referred to as D3 and D4. The

discharges are hydrologically connected to the Barrett II Mine site, and they are alkaline in nature with elevated metals concentrations that exceed the effluent limitations set forth in 25 Pa Code §87.102. As a result, Amerikohl was directed to collect and treat the D3 and D4 discharges.

K. In 2020, the Department granted Amerikohl a manganese exemption for D3 pursuant to 25 Pa. Code 87.102(c)(2), which required that Amerikohl monitor the D3 discharge under 25 Pa. Code 87.102(f) for compliance with the manganese exemption. However, subsequently Amerikohl began to treat the D3 discharge.

L. On June 13, 2022, the Department conducted a field visit and determined that background monitoring points SP-45 and SP-56 had also been impacted by Amerikohl's mining activities on the Barrett II Mine site. As a result, Amerikohl began collection and treatment of the SP-45 and SP-56 discharges. Monitoring point SP-45 is alkaline in nature and is characterized by elevated metals concentrations that exceed the limitations set forth in 25 Pa Code §87.102. Monitoring point SP-56 is acidic in nature and is characterized by elevated metals concentrations that exceed the limitations set forth in 25 Pa Code §87.102.

M. A topographic map depicting the location of D3, D4, SP-45, and SP-56 is attached as Exhibit A. The latitude and longitude coordinates for the discharge points are as follows:

D3 latitude 40° 25' 34" and longitude -79° 08' 21"

D4 latitude 40° 25' 27" and longitude -79° 08' 25"

SP-45 latitude 40° 25' 29" and longitude -79° 08' 21"

SP-56 latitude 40° 25' 32" and longitude -79° 08' 19"

N. The raw water quality of D3, D4, SP-45, and SP-56, as compiled by the Department on July 3, 2023, from analytical sampling results for the period from June 18, 2018 through September 14, 2022, is set forth in Exhibit B.



O. National Pollutant Discharge Elimination System Permit No. PA0279421 for the Barrett II Mine contains Outfall 006 for the mine drainage treatment facility, which is used to treat the D3, D4, SP-45, and SP-56 discharges (the “NPDES Permit”). The required effluent limits applicable for Outfall 006 are set forth in the current NPDES Permit, which was renewed by the Department on December 22, 2021, and expires on January 18, 2027. This NPDES Permit is renewed every five years (pursuant to the authority in 25 Pa. Code Chapter 92a) and the NPDES Permit, including the effluent limits set forth therein, may change at the time of renewal or as required by the Department. The effluent limits set forth in any subsequent renewal or revision of the NPDES Permit govern. The current effluent limits for Outfall 006 are set forth below:

**Effluent Limits for Outfall 006**

| <b>Parameter</b>                             | <b>30-Day<br/>Average</b> | <b>Daily<br/>Maximum</b>        | <b>Instantaneous<br/>Maximum</b> |
|--|---------------------------|---------------------------------|----------------------------------|
| Iron (total)                                 | 3.0 mg/l                  | 6.0 mg/l                        | 7.0 mg/l                         |
| Manganese (total)                            | 2.0 mg/l                  | 4.0 mg/l                        | 5.0 mg/l                         |
| Total Suspended Solids                       | 35 mg/l                   | 70 mg/l                         | 90 mg/l                          |
| Aluminum (Total)                             | 1.9 mg/l                  | 3.8 mg/l                        | 4.7mg/l                          |
| pH <sup>1</sup>                              |                           | greater than 6.0; less than 9.0 |                                  |
| Alkalinity greater than acidity <sup>1</sup> |                           |                                 |                                  |

<sup>1</sup>The parameter is applicable at all times.

P. Amerikohl agrees it has the legal responsibility pursuant to, *inter alia*, the Surface Mining Act, the Coal Refuse Disposal Act, the Mine Subsidence Act and the Clean Streams Law, and the regulations promulgated thereunder, to properly treat or abate the discharges identified in Paragraphs J and L, above, including meeting the effluent limits set forth in the applicable and then current NPDES Permit, and maintaining the treatment system covered by

this Consent Order and Agreement, identified in Paragraph Q, below, in good operating condition and working order.

### **Treatment System**

Q. To address the post-mining discharges associated with the Barrett II Mine site, Amerikohl has constructed a passive treatment system consisting of an anoxic limestone drain that captures the D4 discharge by gravity flow. D4 then enters a meandering wetland. After exiting the wetland, a limestone ditch conveys D4 as it crosses under the access road. The D3, SP-45, and SP-56 discharges are collected in limestone ditches and join the D4 flow prior to entering a second meandering wetland and then entering a final manganese removal bed where the treated effluent discharges via Outfall 006 to an Unnamed Tributary to Roaring Run. The Barrett II Treatment System (“Treatment System”) is shown in the diagram attached as Exhibit C.

R. The Treatment System is situated on land owned by the Pennsylvania Game Commission (“Game Commission”). Amerikohl has obtained from the Game Commission a properly executed and recorded Consent to Right of Entry form which grants the parties thereto and the trustee access to the properties on which the Treatment System is situated. A copy of the executed and recorded Consent to Right of Entry Form, with evidence of its recordation in Indiana County, is attached as Exhibit D.

### **Post-Mining Treatment Trust**

S. The estimated capital cost to construct the Treatment System, as calculated using the AMDTreat software tool (“AMDTreat”) of the United States Department of Interior’s, Office of Surface Mining Reclamation and Enforcement, is SIXTY-FOUR THOUSAND FOURTY-FIVE DOLLARS AND SIXTY-ONE CENTS (\$64,045.61).

T. In order to calculate the amount necessary to fully fund the site-specific trust, the Department and Amerikohl have agreed to use actual operation and maintenance costs from past operation of the Treatment System, or AMDTreat cost estimates where insufficient operation and maintenance cost data exist. A summary of current annual operation and maintenance costs for the Treatment System is as follows:

**Table of Current Annual Operation and Maintenance Costs**

| CATEGORY    | WATER SAMPLING | LABOR    | MAINTENANCE | PUMPING | CHEMICAL | SLUDGE REMOVAL |
|-------------|----------------|----------|-------------|---------|----------|----------------|
| Rate        | \$44/sample    | \$40/hr. |             |         |          |                |
| Annual Cost | \$3,671.68     | \$2,080  | \$2,358.46  | N/A     | N/A      | N/A            |

Based on actual operation and maintenance costs from past operations and AMDTreat cost estimates, the current annual cost of operating and maintaining the Treatment System is EIGHT THOUSAND ONE HUNDRED TEN DOLLARS AND FOURTEEN CENTS (\$8,110.14). The AMDTreat worksheets are attached as Exhibit E.

U. In order to calculate the amount necessary to fully fund the site-specific trust, the Department and Amerikohl have agreed to use recapitalization cost data generated by AMDTreat. According to AMDTreat, the present value of recapitalization costs for the Treatment System is TWENTY-FOUR THOUSAND FOUR HUNDRED SEVENTY-FIVE DOLLARS AND NINETEEN CENTS (\$24,475.19). Attached as Exhibit F is the AMDTreat Recapitalization Cost worksheet and schedule for the Treatment System.

V. Amerikohl is willing to establish a long-term irrevocable post-mining treatment trust with the Clean Streams Foundation as an alternative financial assurance mechanism (and a financially-backed enforceable contract) in order to provide for the long-term treatment of post-

mining discharges and secure the release of the reclamation bond upon completion of all other reclamation and bond release requirements and full funding of the treatment trust. Amerikohl agrees to establish the Barrett II Treatment Trust (“Trust”) by executing a Participation Agreement with the Clean Streams Foundation (“Trustee”).

W. The parties have discussed the need to obtain accurate and timely information on the costs of operating and maintaining the Treatment System in order to maintain the proper amount of financial assurance.

X. The parties have agreed to use the formulas set forth below to calculate the present value of the financial assurance for the Trust. The parties agree that the present value of the fully funded Trust for the post-mining discharges covered by this Consent Order and Agreement is TWO HUNDRED FIFTEEN THOUSAND TWO HUNDRED ELEVEN DOLLAR AND SIXTY-EIGHT CENTS (\$215,211.68). This sum constitutes the current present value of the estimated future operation and maintenance costs; the current present value of the estimated future recapitalization costs; and, the current present value of the estimated future liability insurance costs for the Treatment System, as shown on the Treatment Bond/Trust Calculator attached as Exhibit G. The fully funded Trust amount is subject to change based on changes to the annual operation and maintenance costs and recapitalization updates. The parties have also agreed to use the information and figures which will be provided by the annual Accounting required by Paragraph 4, below, to annually recalculate and adjust the amount of the fully funded Trust, as described in Paragraphs 8 and 10, below.

## **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 intending to be

legally bound, it is hereby ORDERED by the Department and AGREED to by Amerikohl as follows:

1. ***Authority.*** This Consent Order and Agreement is an Order of the Department authorized and issued pursuant to Sections 5 and 610 of the Clean Streams Law, 35 P.S. §§ 691.5 and 691.610; 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; and Section 1917-A of the Administrative Code, 71 P.S. § 510-17. The failure of Amerikohl to comply with any term or condition of this Consent Order and Agreement shall subject Amerikohl to all penalties and remedies provided by those statutes, and the regulations promulgated thereunder, for failing to comply with an order of the Department.

2. ***Findings.***

a. In any matter or proceeding between Amerikohl and the Department, Amerikohl shall not challenge or deny the Department's assertion of the truth, accuracy, or validity of Paragraphs A through X, above.

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

3. ***Definitions.***

a. Accounting. The annual accounting required by Paragraph 4 of this Consent Order and Agreement.

b. Actual Treatment Cost. The average of the three (3) most recent consecutive years of Amerikohl's costs and expenses of treatment, calculated by using the Accountings for those three (3) years.

c. AMDTreat. The computer software application of the United States

Department of Interior's Office of Surface Mining Reclamation and Enforcement that is used to calculate and/or estimate the long-term cost of treating pollutional mine drainage discharges.

d. Annual Anniversary Date. Thirty (30) days after the last day of Amerikohl's fiscal year or thirty (30) days after the last day of any fiscal year which Amerikohl may adopt in the future.

e. Calculated Treatment Cost. The projected future annual cost of treatment, based on the Actual Treatment Cost, compounded at three and one tenth percent (3.1%) annually to account for inflation.

f. Capital Improvement Account. The sub-account within the Trust that is primarily used to track and finance anticipated and periodic capital expenditures for the Treatment System.

g. Distribution Payment. The Trustee's disbursement of money from the Trust made at the written direction of the Department to a person and in an amount specified by the Department and as provided by this Consent Order and Agreement.

h. Formula. The equation used to calculate the Present Value of the future operation and maintenance costs ("O&M Costs") of the Treatment System. The equation is:

$$\begin{array}{lll} \text{PV} & = & (A/[E-I]) + A \\ \text{Where: PV} & = & \text{Present Value of the O\&M Costs} \\ A & = & \text{Current Actual Treatment Cost} \\ E & = & \text{Expected annual earnings/Interest Rate (8.43\% or .0843)} \\ I & = & \text{Inflation Rate (3.1\% or .031)} \end{array}$$

i. Operation and Maintenance Costs ("O&M Costs"). The reasonable and necessary annual costs and expenses of treatment paid or incurred by Amerikohl to operate and maintain the Treatment System, including all reasonable expenses necessary to maintain and preserve the Treatment System in good operating condition necessary to achieve compliance

with all federal, state, and local laws and regulations, including applicable NPDES Permit requirements.

j. Primary Basis Valuation (“PBV”). 100% of the present value of the future cost of treatment as determined using the Formula set forth above.

k. Primary Target Valuation (“PTV”). 116% percent of the present value of the future cost of treatment (PBV) as determined using the Formula set forth above.

l. Primary Account. The sub-account within the Trust that is primarily used to track and finance annual O&M Costs for the Treatment System.

m. Primary Trust Valuation. The cash, cash equivalents, investments at market value of investments, and, as applicable, the face amount of surety bonds currently held by the Trust in the Primary Account.

n. Recapitalization Costs. Periodic reoccurring costs for replacement or rebuilding of equipment, including cyclical maintenance and other reoccurring activities associated with operation and maintenance of the Treatment System.

4. ***Operator Annual Treatment Costs: Annual Accounting and Annual Meeting .***

a. Amerikohl shall keep accurate financial records of all costs and expenses of treatment for each year. The various cost and expenses fall into several general categories, including, but not limited to: Water Sampling, Labor, Maintenance, Pumping, Chemical Cost, Oxidant Chemical Cost, Sludge Removal, and Other Miscellaneous Costs. The individual items shall be tracked and reported to the Department for each general category.

b. Amerikohl shall keep separate records for the Treatment System covered by this Consent Order and Agreement.

c. Amerikohl shall provide an Accounting each year to the Department of the

annual costs and expenses of treatment, separating out operation and maintenance expenses from recapitalization expenses. The Accounting shall be provided to the Department on or before the 90<sup>th</sup> day following the last day of the fiscal year for which the Accounting is being provided.

The Accounting shall cover the period beginning on January 1 and continuing through December 31 of each year, or other fiscal year as Amerikohl may adopt for its corporate finances in the future and shall be in accordance with Generally Accepted Accounting Principles. The Accounting shall be submitted on an Annual Meeting Trust Fund Cost Report (“Annual Report”) signed by the treasurer or other corporate officer responsible for the financial affairs of Amerikohl attesting to the completeness and accuracy of the records of the annual costs and expenses of treatment. Amerikohl shall use the form attached as Exhibit H, or the most recent version of the Annual Report, as revised by the Department.

d. Amerikohl’s obligation to keep records and submit the annual Accounting to the Department shall continue for the period during which Amerikohl is operating the Treatment System.

e. Amerikohl and the Department shall meet annually following submission of the annual Accounting to review the Annual Report and the operation, maintenance, and recapitalization expenses, and discuss any changes made in treatment system design and operation since the last annual meeting.

f. In the event of a dispute about the costs and expenses of treatment incurred by Amerikohl, Amerikohl shall bear the burden of proving the accuracy and completeness of the annual Accounting and the records upon which the Accounting is based. A Special Report prepared by an independent licensed public or certified public accountant, pursuant to Generally Accepted Accounting Principles as to the treatment costs incurred by



Amerikohl, shall satisfy Amerikohl's burden of proof as to any dispute about the costs and expenses of treatment incurred by Amerikohl.

5. ***Treatment Trust.***

a. Amerikohl shall establish an irrevocable trust to be known as the Barrett II Treatment Trust by executing a Participation Agreement with the Clean Streams Foundation. The Trust shall secure Amerikohl's obligation to treat the D3, D4, SP-45, and SP-56 discharges covered by this Consent Order and Agreement, including its legal obligation to operate and maintain the Treatment System in perpetuity or until the Department determines that water treatment is no longer necessary. The Trust shall also secure Amerikohl's obligation to provide financial resources to the Department and the citizens of the Commonwealth of Pennsylvania sufficient to operate and maintain the Treatment System and treat the post-mining discharges in perpetuity in the event Amerikohl becomes unable or unwilling to meet these obligations. The Trust shall provide for demolition of the treatment facilities and reclamation of the treatment site should treatment no longer be needed. The Participation Agreement establishing the Trust is attached as Exhibit I.

b. Amerikohl shall establish within the Trust two sub-accounts: (i) a sub-account designated as the Primary Account; and, (ii) a sub-account designated as the Capital Improvement Account.

6. ***Funding of the Primary Account.***

a. Initial Payment to the Primary Trust Account: Upon execution of this Consent Order and Agreement, Amerikohl shall deposit \$215,211.68 into the Primary Account. This sum constitutes the current present value of the amount necessary to fully fund the Trust and includes the current present value of the future O&M Costs for the Treatment System, the

current present value of the future liability insurance costs for the Treatment System, and the current amount needed to finance anticipated and periodic future capital expenditures for the Treatment System.

7. ***Annual Distribution (Expense Reimbursement) or Contribution Payments to the Primary Account.***

a. All calculations under this paragraph shall be based on the annual costs and expenses of treatment as reported in the Annual Report and agreed to by the Department before any Distribution Payment.

b. If at the end of any year, the Primary Trust Valuation is greater than the Primary Target Valuation, then the Department shall notify and advise the Trustee in writing to make a Distribution Payment to Amerikohl within 30 days of the date of the Annual Meeting. The amount of such Distribution Payment will be equal to the difference between the Primary Trust Valuation and the Primary Target Valuation, or equal to the Calculated Treatment Cost, whichever is less. This amount is depicted graphically at Points 1, 2 and 3 on Exhibit J.

c. If the Primary Trust Valuation is less than or equal to the Primary Target Valuation, but greater than or equal to the Primary Basis Valuation, then no Distribution Payment shall be made and no additional contribution shall be required. This provision is depicted graphically as Point 4 on Exhibit J.

d. If the Primary Trust Valuation is less than the Primary Basis Valuation, then Amerikohl shall make a cash contribution into the Primary Trust Account in an amount equal to the difference between the Primary Basis Valuation and the Primary Trust Valuation, or in an amount equal to the Calculated Treatment Cost, whichever is less, except as provided in Paragraph 13.a., below. This amount is depicted graphically as Points 5 & 6 on Exhibit J.

8. ***Trust Evaluation: Adjustments to the Primary Target Valuation for Deviations Between Actual Treatment Costs and Calculated Treatment Costs.***

a. All calculations under this paragraph shall be based on the annual costs and expenses of treatment as reported in Annual Report and agreed to by the Department before any Distribution Payment.

b. If the Actual Treatment Cost for any year is greater than or equal to 110% percent or less than or equal to 90% of the Calculated Treatment Cost, the Department will calculate a new Primary Basis Valuation using the Formula and the newly determined Actual Treatment Cost. A new Primary Target Valuation will then be determined by calculating 116% of the new Primary Basis Valuation. A graphical depiction of the adjustment is attached as Exhibit K.

9. ***Distribution Payments for Adjustments to the Primary Target Valuation.***

a. If the newly calculated Primary Target Valuation, which has been adjusted under Paragraph 8, above, is greater than the Primary Trust Valuation, no Distribution Payment shall be made under this paragraph.

b. If the newly calculated Primary Target Valuation, which has been adjusted under Paragraph 8, above, is based on a reduced Actual Treatment Cost, and the Primary Trust Valuation is greater than the newly calculated Primary Target Valuation, then a Distribution Payment shall be made to Amerikohl. The amount of such Distribution Payment will be equal to the percent change in Actual Treatment Cost times the Primary Trust Valuation, or in an amount equal to the difference between the Primary Trust Valuation and the newly calculated Primary Target Valuation, whichever is less. The amount of such Distribution Payment shall be determined by the following formulas:

$$DP = TR (1 - (\text{new ATC} / \text{prior ATC}))$$

$$\text{Or} \\ \text{DP} = \text{TR} - \text{new TV}$$

Where: DP = Distribution Payment  
 TR = Primary Trust Valuation  
 TV = Primary Target Valuation  
 ATC = Actual Treatment Cost

10. ***Capital Improvement Account.***

a. Assets of the Capital Improvement Account may be commingled with assets of the Primary Account for purposes of investment; however, they must be accounted for and reported separately as if they are assets of two separate and distinct funds.

b. The required balance in the Capital Improvement Account has been determined using the AMDTreat Recapitalization tool based on the following methodology: For each planned capital replacement activity, the current cost and the projected year of replacement are determined. The future cost of each replacement activity is calculated by compounding the present cost at a rate of 3.1% annually to account for inflation. The year in which each replacement activity will be needed is projected based on typical component life cycles. Assuming a net rate of return on investment of 8.43 %, the initial amount of the Capital Improvement Account must be sufficient to cover all anticipated expenditures for capital replacement activities for a 75-year period.

c. A schedule for the Capital Improvement Account balance and projected capital expenditures is attached and made a part of this Consent Order and Agreement as Exhibit F. The required balance in the Capital Improvement Account will be recalculated on an annual basis whenever equipment or components are added to the Treatment System, or each time a Distribution Payment is contemplated under Paragraph 12, below. Such recalculation shall be deemed an amendment to Exhibit F and this Consent Order and Agreement and shall be used in

making all future calculations involving the Capital Improvement Account.

11. ***Transfer of Funds to the Capital Improvement Account.*** If the Primary Trust Valuation after any Distribution Payment under Paragraph 7, above, is greater than the Primary Target Valuation, then a transfer of funds to the Capital Improvement Account shall be made if the current balance in the Capital Improvement Account is less than the required balance for the current year as indicated on Exhibit F. The amount of such transfer will be equal to the difference between the required balance and the current balance, or in an amount equal to the difference between the Primary Trust Valuation and the Primary Target Valuation, whichever is less.

12. ***Distribution Payments from the Capital Improvement Account.***

a. A distribution payment shall be made to Amerikohl any time a planned capital replacement is made to the Treatment System as indicated on Exhibit F. The capital replacement and maintenance activities shall be made as needed, which may be sooner or later than the projected time. The amount of the Distribution Payment shall be equal to the calculated cost of the capital improvement as indicated on Exhibit F, or in an amount equal to the difference between the current balance in the Capital Improvement Account and the required balance after the capital improvement Distribution Payment, whichever is less.

b. Each time a Distribution Payment from the Capital Improvement Account is contemplated under this paragraph or Paragraph 13, below, the required balance in the Capital Improvement Account must be recalculated to determine the required balance after the proposed Distribution Payment, and to determine the appropriate Distribution Payment.

13. ***Miscellaneous Distribution Payments from the Primary Account and the Capital Improvement Account.***

If the Primary Trust Valuation exceeds the Primary Target Valuation in the Primary Trust Account, or if the balance in the Capital Improvement Account exceeds the required balance as indicated on Exhibit J, then such surplus funds may be used for the following purposes:

a. Surplus funds in the Capital Improvement Account shall be transferred to the Primary Trust Account to reduce or completely satisfy Amerikohl's obligation to make a contribution payment under Paragraph 7.d., above. This amount is depicted graphically at Point 5 on Exhibit J. However, the amount of surplus funds transferred to the Primary Trust Account may exceed Amerikohl's obligation under Paragraph 7.g., above, if additional funds are needed so that the Primary Trust Valuation equals the Primary Basis Valuation. This amount is depicted graphically at Point 6 on Exhibit J.

b. Surplus funds in the Capital Improvement Account or the Primary Account may be used by Amerikohl to pay for unanticipated capital expenditures, or anticipated capital expenditures that exceed the calculated cost of the capital improvement as indicated on Exhibit F.

c. Surplus funds in the Capital Improvement Account or the Primary Account may be used by Amerikohl to finance implementation of a new treatment technology, provided the application of such treatment technology is first approved by the Department in writing.

d. Surplus funds in the Capital Improvement Account or the Primary Account may be used by Amerikohl to implement remediation or abatement activities to reduce or eliminate the discharge, or to improve the quality of the discharge, provided the Department

first approves such activities in writing.

14. ***Real and Personal Property.***

a. Currently, the passive Treatment System does not require and does not have any capital equipment that could be removed from the site. If, in the future, water treatment at this site requires the use of capital equipment that could be removed from the site, Amerikohl shall submit to the Department for review and approval an inventory of all the equipment, facilities, and other personal property used for the treatment of the post-mining discharges identified in this Consent Order and Agreement (“Personal Property”). Amerikohl shall submit the inventory to the Department within thirty (30) days of installation. Within thirty (30) days of receipt of written approval of the inventory by the Department, Amerikohl shall transfer and convey to the Trustee, without reservation, all Personal Property including, but not limited to, the equipment and other property listed in the inventory in order to ensure continued treatment of the post-mining discharges in the event Amerikohl enters bankruptcy, ceases to exist, or is unable or unwilling to continue treatment. Said transfer and conveyance shall be made substantially in the same form as the Bill of Sale and License Agreement attached as Exhibit L.

b. The provisions of Paragraph 14.a. notwithstanding, for so long as Amerikohl is continuing treatment, Amerikohl shall be responsible for maintaining and replacing or upgrading, as appropriate, any Personal Property used for the treatment of the post-mining discharges identified in this Consent Order and Agreement. Amerikohl's replacement or upgrade of any of the Personal Property previously conveyed to the Trust, as set forth in Paragraph 14.a., above, shall only be done with the express written consent of the Trustee and the Department. With respect to the Personal Property, Amerikohl shall not sell, transfer, or otherwise dispose of such equipment without the permission of the Trustee and the Department, unless such

equipment has reached the end of its useful life, in which case the equipment shall be replaced.

All parts, additional equipment, replacements, and upgrades to the Personal Property shall immediately and automatically become the property of the Clean Streams Foundation as Trustee of the Trust.

c. Amerikohl has submitted to the Department the Consent to Right of Entry form required by the Department and the Trustee to gain legal access to the real property containing the equipment and facilities used for the treatment of the post-mining discharges identified in this Consent Order and Agreement. If any portion of a property subject to a Consent to Right of Entry is sold, Amerikohl shall obtain a properly executed Consent to Right of Entry form from the new owner and submit it to the Department and the Trustee within 90 days of the sale.

15. ***Public Liability Insurance.***

a. Amerikohl shall maintain in effect public liability insurance coverage for the operation, maintenance, improvement and all other activities associated with the Treatment System and the real and personal property which is identified in the Bill of Sale and Participation Agreement as part of the Trust principal. The Trustee and the Commonwealth of Pennsylvania shall be listed as additional insureds on the policy.

b. In addition to the requirements of Paragraph 15.a., the public liability insurance shall be written on an occurrence basis and shall provide bodily injury and property damage coverage in the minimum amounts of \$500,000 per person and \$1,000,000 per occurrence. The insurance shall include a rider requiring the insurer to notify the Department thirty (30) days prior to substantive changes being made to the policy or prior to termination or failure to renew. Proof of insurance shall consist of a certificate of insurance filed annually with



the Department as required under 25 Pa. Code § 86.168(a) which certifies Amerikohl has a public liability insurance policy in force meeting the requirements of this paragraph.

c. In addition to the requirements of Paragraph 15.a., above, Amerikohl shall ensure that the public liability insurance policy is at all times consistent with the requirements of 25 Pa. Code § 86.168(a-f).

16. ***Annual Requirements.***

a. Amerikohl and the Department will meet after submission to the Department of the Accounting: (i) to review and discuss the Accounting for the then completed fiscal year, including the annual O&M Costs and Recapitalization Costs and expenses identified in the Annual Report; (ii) to review and discuss the effectiveness of the Treatment System and any changes that have occurred during the fiscal year; (iii) to resolve any issues which arise as a result of that change; (iv) to review the performance of the Trust; (v) to calculate, recalculate or adjust the size of the Primary Target Valuation, the Calculated Treatment Cost, and any Distribution Payments from or additional payments into the Trust; and, (vi) to address any other issues that may concern this Consent Order and Agreement or its implementation.

b. Amerikohl shall provide annually to the Department, on forms furnished by the Department, the information required by 25 Pa. Code §§ 86.62(b) and (c) (relating to identification of interests).

17. ***Amerikohl's Continuing Obligation.*** Neither Amerikohl's agreement to fund the Trust, nor the full or partial funding of the Trust, nor the exhaustion of the Trust shall in any way limit Amerikohl's continuing obligation under Pennsylvania Law, including but not limited to the Clean Streams Law and the Surface Mining Act, to operate and maintain the Treatment System in a competent and professional manner, as designed and approved by the Department,

and in good operating condition capable of treating the post-mining discharges covered by this Consent Order and Agreement, and any amendments thereto, in a manner which meets the effluent limitations set forth in the applicable NPDES Permit as described in Paragraph O, above. Furthermore, exhaustion of the Trust shall not excuse Amerikohl from its obligation to adequately treat or to abate the discharges.

18. ***Stipulated Civil Penalties.***

a. In the event Amerikohl fails to comply in a timely manner with any term or provision of this Consent Order and Agreement, Amerikohl shall be in violation of this Consent Order and Agreement and, in addition to other applicable remedies, shall pay a civil penalty in the amount of \$100.00 per day for each violation.

b. Stipulated civil penalty payments shall be payable monthly on or before the fifteenth (15<sup>th</sup>) day of each succeeding month, and shall be forwarded to:

District Mining Manager  
Department of Environmental Protection  
Cambria District Mining Office  
286 Industrial Park Road  
Ebensburg, PA 15931

c. Any payment under this paragraph shall neither waive Amerikohl's duty to meet its obligations under this Consent Order and Agreement, nor preclude the Department from commencing an action to compel Amerikohl's compliance with the terms and conditions of this Consent Order and Agreement. The payment resolves only Amerikohl's liability for civil penalties arising from the violation of this Consent Order and Agreement for which the payment is made.

d. Stipulated civil penalties shall be due automatically and without notice.

19. ***Additional Remedies.***

a. In the event Amerikohl 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 for civil penalties or action to enforce this Consent Order and Agreement.

b. In the event Amerikohl defaults on the obligations of this Consent Order and Agreement, Amerikohl will be subject to a permit block on the Department's compliance tracking system and the federal Applicant Violator System, and the Department will, in addition to any other remedy or penalty prescribed herein, list Amerikohl as a violator on the Department's compliance tracking system and on the federal Applicant Violator System.

c. The remedies provided by this paragraph and Paragraph 18 (Stipulated Civil Penalties) 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. The payment of a stipulated civil penalty, however, shall preclude any further assessment of civil penalties for the violation for which the stipulated civil penalty is paid.

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

21. ***Liability of Amerikohl.*** Amerikohl shall be liable for any violations of the Consent Order and Agreement, including those caused by, contributed to, or allowed by its officers, agents, employees, or contractors. Except as provided in Paragraph 22.c., below, Amerikohl also shall be liable for any violation of this Consent Order and Agreement caused by, contributed to, or allowed by its successors and assigns.

22. ***Transfer 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 of any legal or equitable interest in Amerikohl's Barrett II Mine Site or any part thereof.

b. If Amerikohl intends to transfer any legal or equitable interest in the Barrett II Mine Site which is the subject of this Consent Order and Agreement, or any amendments hereto, Amerikohl shall serve a copy of this Consent Order and Agreement upon the prospective transferee of the legal and equitable interest at least thirty (30) days prior to the contemplated transfer and shall simultaneously inform the Director, District Mining Operations, 5 West Laurel Boulevard, Pottsville, PA 17901 and the District Mining Manager identified in Paragraph 23, below, of such intent.

c. The Department, in its sole discretion, may agree to modify or terminate Amerikohl's duties and obligations under this Consent Order and Agreement upon transfer of the Amerikohl mine sites. Amerikohl waives any right that it may have to challenge the Department's decision in this regard.

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

District Mining Manager  
Department of Environmental Protection  
Cambria District Mining Office  
286 Industrial Park Road  
Ebensburg, PA 15931  
814.472.1900

24. ***Correspondence with Amerikohl.*** All correspondence with Amerikohl concerning this Consent Order and Agreement shall be addressed to:

John M. Stilley

President  
Amerikohl Mining, Inc.  
202 Sunset Drive  
Butler, PA 16001  
412.389.4366

Email: [stilley@amerikohl.com](mailto:stilley@amerikohl.com)

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

26. ***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.

27. ***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.

28. ***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.

29. ***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.

30. ***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.

31. ***Decisions under Consent Order and Agreement.*** Amerikohl waives its rights to appeal to the Environmental Hearing Board any decision that the Department makes under the provisions of this Consent Order and Agreement, including a notice that stipulated civil penalties are due, which rights may be available under Section 4 of the Environmental Hearing Board Act, the Act of July 13, 1988, P.L. 530, No. 1988-94, 35 P.S. § 7514; the Administrative Agency Law, 2 Pa. C.S. § 103(a) and Chapters 5A and 7A; or any other provision of law. Except as provided in Paragraph 22.c., above, the Department agrees that any objection that Amerikohl may have to any such decision may be raised as a defense in any Court where the Department enforces this Consent Order and Agreement.

32. ***Successors.*** This Consent Order and Agreement shall be fully and completely binding upon any successor of Amerikohl. For purposes of this paragraph, “successor” shall mean any corporation or entity: 1) Amerikohl consolidates with, merges into, or permits to merge with it, and Amerikohl is not the surviving corporation or entity; or 2) which acquires, by purchase or otherwise, all or substantially all of Amerikohl’s properties or assets which include, but is not limited to, voting stock of Amerikohl. Successor does not include any corporation or other entity to which Amerikohl transfers or assigns all or substantially all of its financial or non-financial liabilities.

Amerikohl shall notify the Department, without delay, of any successor as defined herein and shall provide such successor with a copy of this Consent Order and Agreement.

33. ***Execution of Agreement.*** This Consent Order and Agreement may be signed in


counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.


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

**FOR AMERIKOHL MINING, INC.:**

  
W. David Maxwell  
Vice President

**FOR THE COMMONWEALTH  
OF PENNSYLVANIA, DEPARTMENT  
OF ENVIRONMENTAL PROTECTION:**

  
David Thomas  
District Mining Manager  
Cambria District Mining Office

  
Todd Fiedor  
Secretary

— WAIVED —

Attorney for Amerikohl Mining, Inc.

Robyn Katzman Bowman

Robyn Katzman Bowman

Assistant Counsel

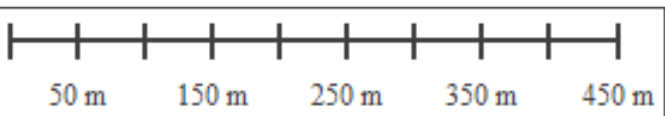
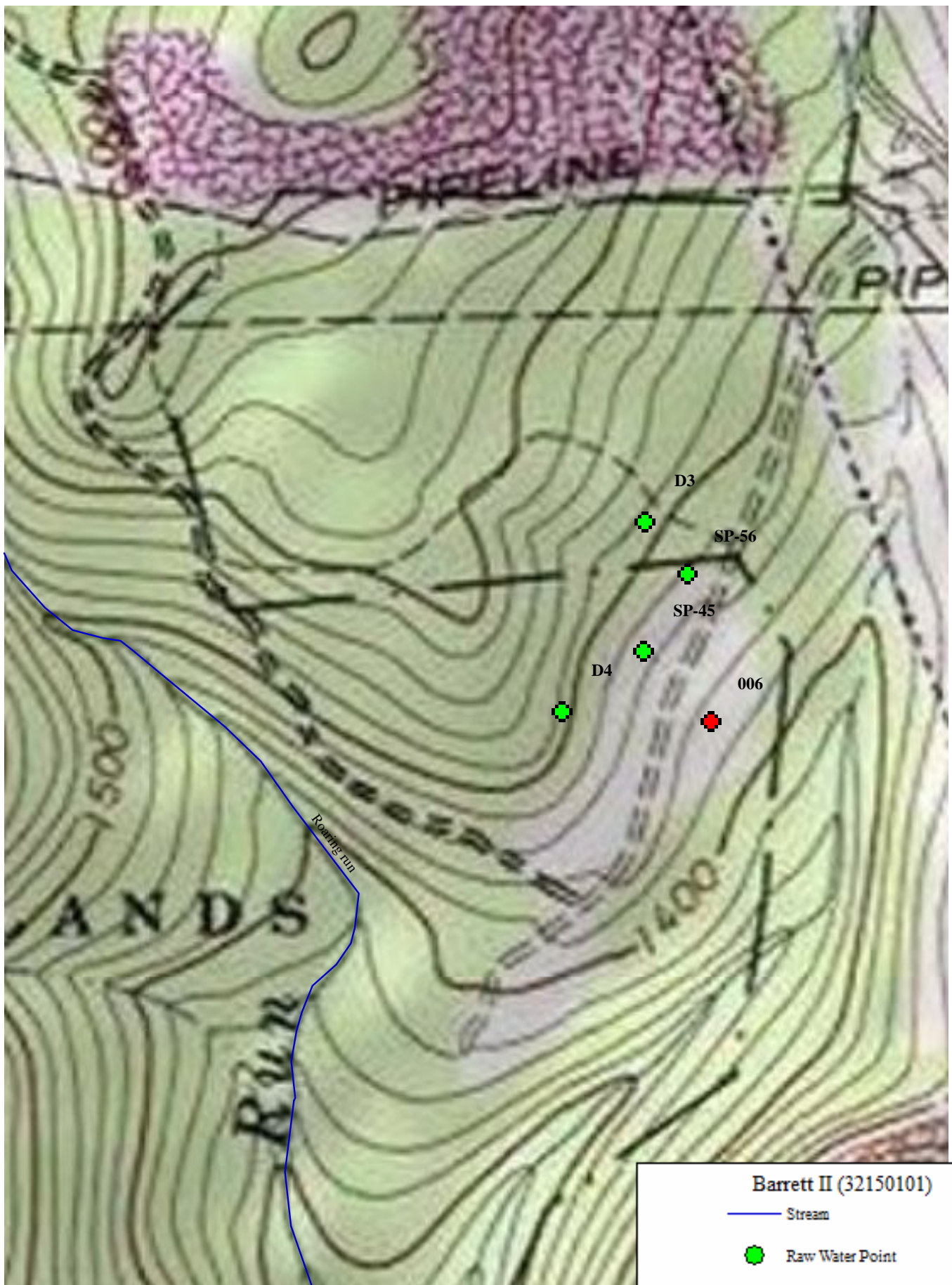
Southcentral Region Office of Chief Counsel



## **EXHIBIT LIST**

- EXHIBIT A - Topographic Map Showing Location of Raw Water Points D3, D4, SP-45, and SP-56
- EXHIBIT B - Raw Water Quality Sample Results - D3, D4, SP-45, and SP-56
- EXHIBIT C - Schematic Diagram or Aerial Photo Depicting the Barrett II Treatment System
- EXHIBIT D - Consent to Right of Entry Forms for the Barrett II Treatment System
- EXHIBIT E - AMDTreat OM Cost Estimates for the Barrett II Treatment System
- EXHIBIT F - AMDTreat Recapitalization Cost Schedules for the Barrett II Treatment System
- EXHIBIT G - Treatment Bond/Trust Calculator
- EXHIBIT H - Annual Meeting Trust Fund Cost Report
- EXHIBIT I - Participation Agreement
- EXHIBIT J - Graphical Depiction of Adjustment to Primary Target Valuation
- EXHIBIT K - Graphical Depiction of Primary Trust Valuation and Primary Target Valuation
- EXHIBIT L - Bill of Sale and License Agreement for Personal Property

EXHIBIT A



Barrett II (32150101)

- Stream
- Raw Water Point
- Treatment Discharge Point

West Wheatfield Township, Indiana County

Primary Facility: 32150101

Monitoring Point: D3

| Coll ID | Seq | Date Collected | Initial Flow | Final Flow | Determ Method | pH<br>pH units | ALK<br>MG/L | HOT A<br>MG/L | FE<br>MG/L | MN<br>MG/L | AL<br>MG/L | SO4<br>MG/L | TSS<br>MG/L | NA<br>MG/L |
|---------|-----|----------------|--------------|------------|---------------|----------------|-------------|---------------|------------|------------|------------|-------------|-------------|------------|
| 4361    | 010 | 11/19/2018     |              |            |               | 6.5            | 172.0       | -78.00        | 5.207      | 58.053     | 3.23       | 1162.0      | 12          |            |
| 4361    | 013 | 12/11/2018     | 9            | 9          | Est           | 7.4            | 400.6       | -373.60       | 2.092      | 44.055     | <.5        | 1675.0      | 28          |            |
| 4125    | 108 | 03/18/2019     | 5            | 5          | Est           | 7.4            | 115.4       | -91.60        | .526       | 2.748      | <.5        | 188.1       | <5          |            |
| 4125    | 360 | 08/22/2019     | 1            | 1          | Est           | 6.6            | 307.2       | -255.00       | 9.816      | 29.6       | .451       | 973.1       | 14          |            |
| 4125    | 067 | 01/27/2020     | 1            | 1          | Est           | 7.0            | 265.4       | -182.80       | 4.715      | 47.3       | 1.657      | 1332.0      | 18          |            |
| 4362    | 113 | 08/05/2020     | 3            | 3          | Est           | 7.5            | 280.4       | -246.20       | 3.73       | 27.6       | .588       | 1190.0      | 26          |            |
| 4362    | 188 | 11/02/2020     | 3            | 3          | Est           | 7.6            | 271.2       | -227.00       | 3.611      | 22.109     | <.5        | 1196.0      | 26          |            |
| 4362    | 025 | 01/14/2021     | 10           | 10         | Est           | 7.0            | 261.4       | -147.20       | 7.621      | 59.762     | <.5        | 2254.0      | 20          |            |
| 4362    | 070 | 03/23/2021     | 8            | 8          | Est           | 6.8            | 266.2       | -155.00       | 12.913     | 59.898     | <.5        | 1796.0      | <5          |            |
| 4362    | 091 | 04/07/2021     | 6            | 6          | Est           | 6.5            | 294.8       | -211.40       | 14.47      | 56.308     | <.5        | 1799.0      | 26          |            |
| 4362    | 193 | 06/14/2021     | 6            | 6          | Est           | 6.8            | 301.8       | -201.40       | 11.023     | 49.401     | <.5        | 1924.0      | 14          |            |
| 4362    | 211 | 07/13/2021     | 8            | 8          | Est           | 6.5            | 251.4       | -177.60       | 5.744      | 31.242     | .718       | 1629.0      | 20          |            |
| 0723    | 116 | 02/24/2022     | 15           | 15         | Est           | 6.3            | 179.8       | -105.60       | 8.205      | 37.649     | .851       | 1255.0      | <20         |            |
| 0723    | 230 | 04/06/2022     | 12           | 12         | Est           | 6.6            | 138.2       | -64.00        | 7.692      | 26.904     | .752       | 1005.0      | <20         |            |
| 0723    | 417 | 09/14/2022     | 5            | 5          | Est           | 6.5            | 66.6        | -31.60        | 2.897      | 19.401     | 5.916      | 1190.0      | 30          |            |
| 0723    | 418 | 09/14/2022     | 8            | 8          | Est           | 6.7            | 287.0       | -190.20       | 14.061     | 31.223     | <.5        | 1189.0      | <20         |            |

Primary Facility: 32150101

Monitoring Point: D4

| Coll<br>ID | Seq | Date<br>Collected | Initial<br>Flow | Final<br>Flow | Determ<br>Method | pH<br>pH units | ALK<br>MG/L | HOT A<br>MG/L | FE<br>MG/L | MN<br>MG/L | AL<br>MG/L | SO4<br>MG/L | TSS<br>MG/L | NA<br>MG/L |
|------------|-----|-------------------|-----------------|---------------|------------------|----------------|-------------|---------------|------------|------------|------------|-------------|-------------|------------|
| 4125       | 366 | 08/22/2019        |                 |               |                  | 6.1            | 101.4       | -30.00        | 32.64      | 6.141      | <.3        | 202.4       | <5          |            |
| 4125       | 424 | 10/08/2019        | 4               | 4             | Meas             | 5.9            | 103.8       | -32.80        | 31.15      | 5.931      | .365       | 218.6       | 8           |            |
| 4125       | 066 | 01/27/2020        | 10              | 10            | Est              | 6.5            | 274.2       | -197.60       | 34.05      | 9.369      | <.3        | 352.7       | 10          |            |
| 4362       | 116 | 08/05/2020        | 4               | 4             | Est              | 6.8            | 333.4       | -290.40       | 36.5       | 7.26       | <.5        | 333.6       | 58          |            |
| 4362       | 191 | 11/02/2020        | 10              | 10            | Est              | 6.8            | 345.0       | -286.60       | 28.16      | 6.564      | <.5        | 275.8       | 30          |            |
| 4362       | 026 | 01/14/2021        | 12              | 12            | Est              | 6.8            | 431.0       | -349.00       | 32.874     | 13.132     | <.5        | 541.6       | 12          |            |
| 4362       | 093 | 04/07/2021        | 10              | 10            | Est              | 6.6            | 437.8       | -369.60       | 34.959     | 12.253     | <.5        | 398.2       | 18          |            |
| 0723       | 228 | 04/06/2022        | 20              | 20            | Est              | 6.8            | 397.6       | -319.60       | 37.853     | 14.633     | <.5        | 492.1       | 24          |            |
| 0723       | 332 | 07/25/2022        | 2.61            | 2.61          | Meas             | 6.8            | 344.0       | -271.60       | 37.922     | 11.407     | <.5        | 419.5       | <20         |            |

Primary Facility: 32150101

Monitoring Point: SP45

| Coll<br>ID | Seq | Date<br>Collected | Initial<br>Flow | Final<br>Flow | Determ<br>Method | pH<br>pH units | ALK<br>MG/L | HOT A<br>MG/L | FE<br>MG/L | MN<br>MG/L | AL<br>MG/L | SO4<br>MG/L | TSS<br>MG/L | NA<br>MG/L |
|------------|-----|-------------------|-----------------|---------------|------------------|----------------|-------------|---------------|------------|------------|------------|-------------|-------------|------------|
| 4328       | 230 | 06/18/2018        |                 |               |                  | 5.0            | 11.0        | 9.60          | <.3        | .418       | .864       | 132.0       | 206         |            |
| 4361       | 016 | 12/11/2018        | 2               | 2             | Est              | 4.8            | 10.6        | 31.80         | <.3        | 4.413      | 4.526      | 599.8       | 8           |            |
| 4125       | 063 | 01/27/2020        | 1               | 1             | Est              | 6.0            | 13.2        | 5.00          | .294       | 3.114      | .69        | 299.4       | <5          |            |
| 0723       | 119 | 02/24/2022        | 3               | 3             | Est              | 6.1            | 21.6        | 5.80          | 3.738      | 11.421     | 1.904      | 882.8       | <20         |            |
| 0723       | 304 | 06/13/2022        | .25             | .25           | Est              | 6.1            | 18.2        | 4.20          | 5.963      | 11.554     | .78        | 693.5       | <20         |            |
| 0723       | 334 | 07/25/2022        | .5              | .5            | Est              | 5.6            | 24.8        | 3.20          | 2.911      | 5.715      | .582       | 403.7       | <20         |            |
| 0723       | 000 | 08/12/2022        | 0               | 0             |                  |                |             |               |            |            |            |             |             |            |
| 0723       | 415 | 09/14/2022        | .2              | .2            | Est              | 5.6            | 21.0        | 2.40          | 2.582      | 3.839      | <.5        | 307.6       | <20         |            |















Primary Facility: 32150101

Monitoring Point: SP56

| Coll ID | Seq | Date Collected | Initial Flow | Final Flow | Determ Method | pH units | ALK MG/L | HOT A MG/L | FE MG/L | MN MG/L | AL MG/L | SO4 MG/L | TSS MG/L | NA MG/L |
|---------|-----|----------------|--------------|------------|---------------|----------|----------|------------|---------|---------|---------|----------|----------|---------|
| 0723    | 416 | 09/14/2022     | .1           | .1         | Est           | 3.9      | 0.8      | 61.00      | 8.385   | 25.24   | 2.616   | 1023.0   | <20      |         |

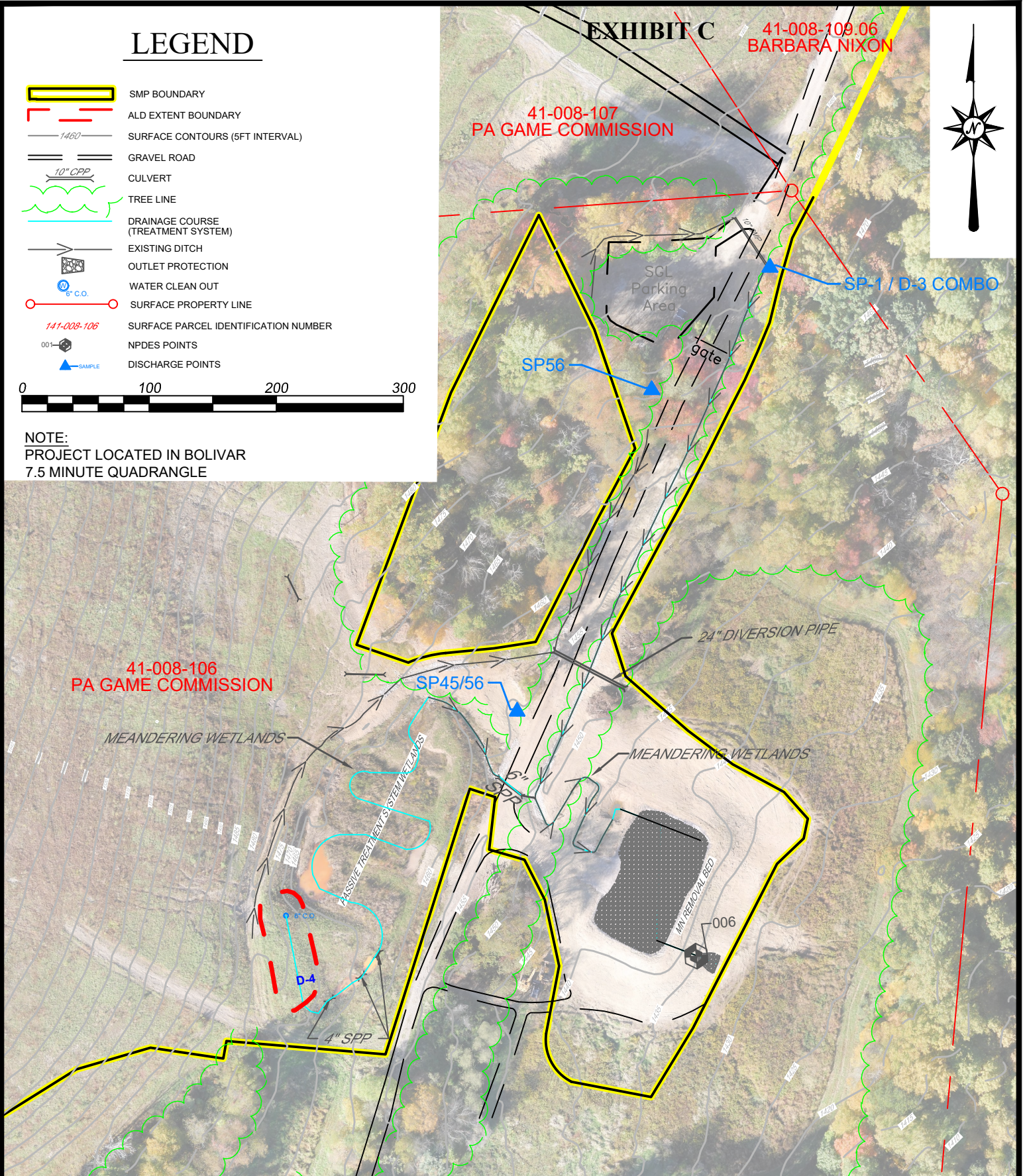


# LEGEND

-  SMP BOUNDARY
-  ALD EXTENT BOUNDARY
-  SURFACE CONTOURS (5FT INTERVAL)
-  GRAVEL ROAD
-  CULVERT
-  TREE LINE
-  DRAINAGE COURSE (TREATMENT SYSTEM)
-  EXISTING DITCH
-  OUTLET PROTECTION
-  WATER CLEAN OUT
-  SURFACE PROPERTY LINE
-  SURFACE PARCEL IDENTIFICATION NUMBER
-  NPDES POINTS
-  DISCHARGE POINTS



**NOTE:**  
PROJECT LOCATED IN BOLIVAR  
7.5 MINUTE QUADRANGLE



|              |                     |
|--------------|---------------------|
| Drawn By:    | ART                 |
| Checked By:  | ---                 |
| Date:        | 09-20-2023          |
| Scale:       | 1" = 100'           |
| Project No.: | 0546-L680           |
| File Name:   | Barrett II Base.dwg |
| Drawing:     | 1 of 1              |

**APEX**  
Apex Companies, LLC  
975 Georges Station Rd, Suite 100  
Greensburg, Pennsylvania 15601  
Phone: (724) 672-4800  
[www.apexcos.com](http://www.apexcos.com)

|   |
|---|
| TREATMENT FACILITY  |
| <b>AMERIKOHL MINING, INC.</b><br><b>BARRETT II MINE</b><br>WEST WHEATFIELD TOWNSHIP<br>INDIANA COUNTY, PENNSYLVANIA |





October 4, 2023

PA Dept. of Environmental Protection  
Cambria District Mining Office  
286 Industrial Park Road  
Ebensburg, PA 15931

Attention: Daniel Chverchko  
Watershed Manager

Reference: Original Consent Form  
Amerikohl Mining, Inc.  
Barrett II Mine - SMP No. 32150101  
NPDES No. PA0279421  
West Wheatfield Township, Indiana County

Dear Mr. Chverchko:

On behalf of Amerikohl Mining, Inc. (Amerikohl), Apex Companies, LLC, is submitting the original consent to right of entry form for their Barrett II Mine Passice Treatment System. Also, enclosed is the receipt for the recording of the Right of Entry Form at the Indiana County Courthouse. Should you have any questions, or require anything further, please contact our office or me directly at (724) 672-4861 or through email at [alycia.turack@apexcos.com](mailto:alycia.turack@apexcos.com).

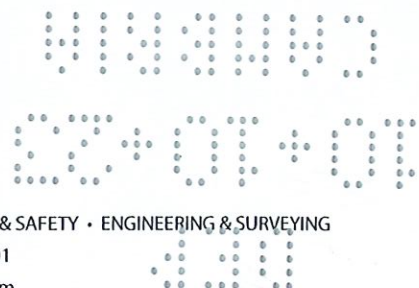
Sincerely,

Apex Companies, LLC

A handwritten signature in blue ink, appearing to read 'Alycia Turack', written over a horizontal line.

Alycia Turack  
Project Manager

cc: Amerikohl Mining, Inc.  
Apex File # AME091-0628200-23004712





ORIGINAL

SEP 27 2023

SEP 12 2023

AMERIKOHL MINING, INC. - BARRETT II MINE  
5600-FM-BMP0470 12/2013



pennsylvania  
DEPARTMENT OF ENVIRONMENTAL  
PROTECTION

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF MINING PROGRAM

Cambria Office

32150101

Permit No.

**CONSENT TO RIGHT OF ENTRY FOR OPERATION AND MAINTENANCE OF A  
MINE DRAINAGE TREATMENT FACILITY COVERED BY A BOND OR A  
POST-MINING DISCHARGE TREATMENT TRUST AGREEMENT**

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

Name: PA Game Commission

Name: \_\_\_\_\_

Address: 2001 Elmerton Avenue, Harrisburg, PA 17110

Address: \_\_\_\_\_

WHEREAS, the Property Owner(s) own surface property containing 783.1 acres located in West Wheatfield Township, Indiana County, Pennsylvania, and described in Deed Book Volume 298, Page 225, in the Indiana County Recorder's Office (the Property);

WHEREAS, the Commonwealth of Pennsylvania, Department of Environmental Protection (DEP) is authorized to administer and enforce the Surface Mining Conservation and Reclamation Act, 52 P.S. §§ 1396.1-1396.19a, the Clean Streams Law, 35 P.S. §§ 691.1-691.1001, and their implementing regulations, including requiring the construction, operation and maintenance of facilities designed to remediate the effects of mine drainage;

WHEREAS, Amerikohl Mining, Inc. ("Operator") conducted surface mining activities on or adjacent to the Property pursuant to Surface Mining Permit No. 32150101;

WHEREAS, DEP has determined that mine drainage caused by *Operator's* mining activities is discharging from or passing through the Property, and the mine drainage on the Property is causing pollution, or a danger of pollution, to waters of the Commonwealth;

WHEREAS, *Operator* is required, under the mining law and its surface mining permit, to construct, operate and maintain mine drainage treatment facilities on a portion of the Property (the Treatment Facility Property), for purposes of treating the pollutional discharge(s);

WHEREAS, a map showing the boundaries of the Treatment Facility Property is attached as Exhibit A;

WHEREAS, *Operator* has posted a bond with the Department, or has established a trust with a financial institution as an alternative financial assurance mechanism, in order to provide sufficient funds to guarantee *Operator's* legal obligation to operate and maintain the mine drainage treatment facilities on the Property and the *Operator's* obligation for long-term treatment, or abatement, of the post-mining pollutional discharge(s) on the Property;

WHEREAS, to assure compliance with its legal obligations, *Operator* and DEP [and the Trustee] must have access to the Treatment Facility Property to conduct and/or oversee the mine drainage treatment activities required by law and the mining permit;

WHEREAS, *Operator* and DEP have requested and the Property Owner(s) is willing to grant *Operator* and DEP [and Trustee] a right of entry into, under, over and upon the Treatment Facility Property to construct, operate and maintain mine drainage treatment facilities;

WHEREAS, the Property Owner(s) acknowledge that treatment of the mine drainage on the Property will provide benefits to the Property Owner 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 grants and conveys to *Operator* and DEP [*and Trustee*], its employees, agents, servants, contractors and subcontractors, a right of entry into, under, over and upon the Treatment Facility Property. This right of entry includes all necessary rights of ingress, egress and regress with all personnel, materials, and equipment needed to perform the discharge treatment activities.
2. Duration of Right of Entry. The term of this Right of Entry shall extend for the length of time necessary to complete the discharge treatment activities in accordance with applicable law. 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 on the Treatment Facility Property, and shall only terminate when such treatment facilities are no longer necessary to remediate or prevent pollution to waters of the Commonwealth.
3. Insurance. DEP will require *Operator* to obtain and keep in force insurance coverage in accordance with the requirements of 25 Pa. Code § 86.168.
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 construction, operation or maintenance of the mine drainage treatment facilities installed on the Treatment Facility Property.
5. Notification. This Consent to Right of Entry shall be recorded by *Operator* in the Indiana County Recorder's Office within thirty days of its execution. In the event that the Property Owner(s) intends to sell, lease, or otherwise transfer any interest in the Property prior to the termination of this Right of Entry, the Property Owners shall advise the prospective owner or lessee of the terms and conditions of this Right of Entry. The Property Owner(s) shall advise DEP, by notifying the Department representative whose signature appears below or his successor, of the intent to sell the Property prior to any sale.
6. Representation of Interests. The Property Owners represent that they are the only persons authorized to grant access to the Treatment Facility Property.
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.
8. Coordination with Property Owner. See attached Addendum.

For [Operator]

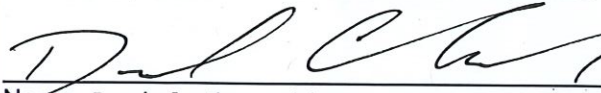


Name: W. David Maxwell  
Title: Vice President




Witness

For the Department of Environmental Protection:



Name: Daniel Chverchko  
Title: Watershed Manager



Witness

DEP  
SEP 12 2023  
Cambria Office

IN WITNESS WHEREOF, each of the parties set its respective hand and seal, for itself, its heirs, executors, administrators, successors and assigns, intending to be legally bound, this 29th day of August, 2023.

**The Property Owner(s)**

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

Jeffrey J. Painter for PGC

Name: Jeffrey Painter for PGC

DEP

SEP 12 2023

Cambria Office

RECEIVED  
SEP 12 2023  
430

ACKNOWLEDGEMENT

STATE OF Pennsylvania

COUNTY OF

Dauphin

SS

On this, the 29<sup>th</sup> day of August, 2023, before me, the undersigned Notary, personally appeared

Jeffrey Painter

(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.

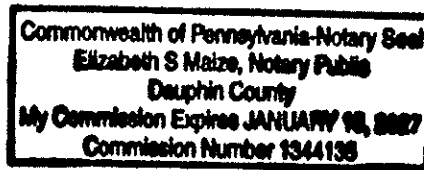
IN WITNESS WHEREOF, I have hereunder set my hand and official seal.

(SEAL)

Elizabeth Stray  
Notary Public

My Commission Expires:

January 16, 2027







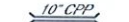




DEP

SEP 12 2023

Cambria Office



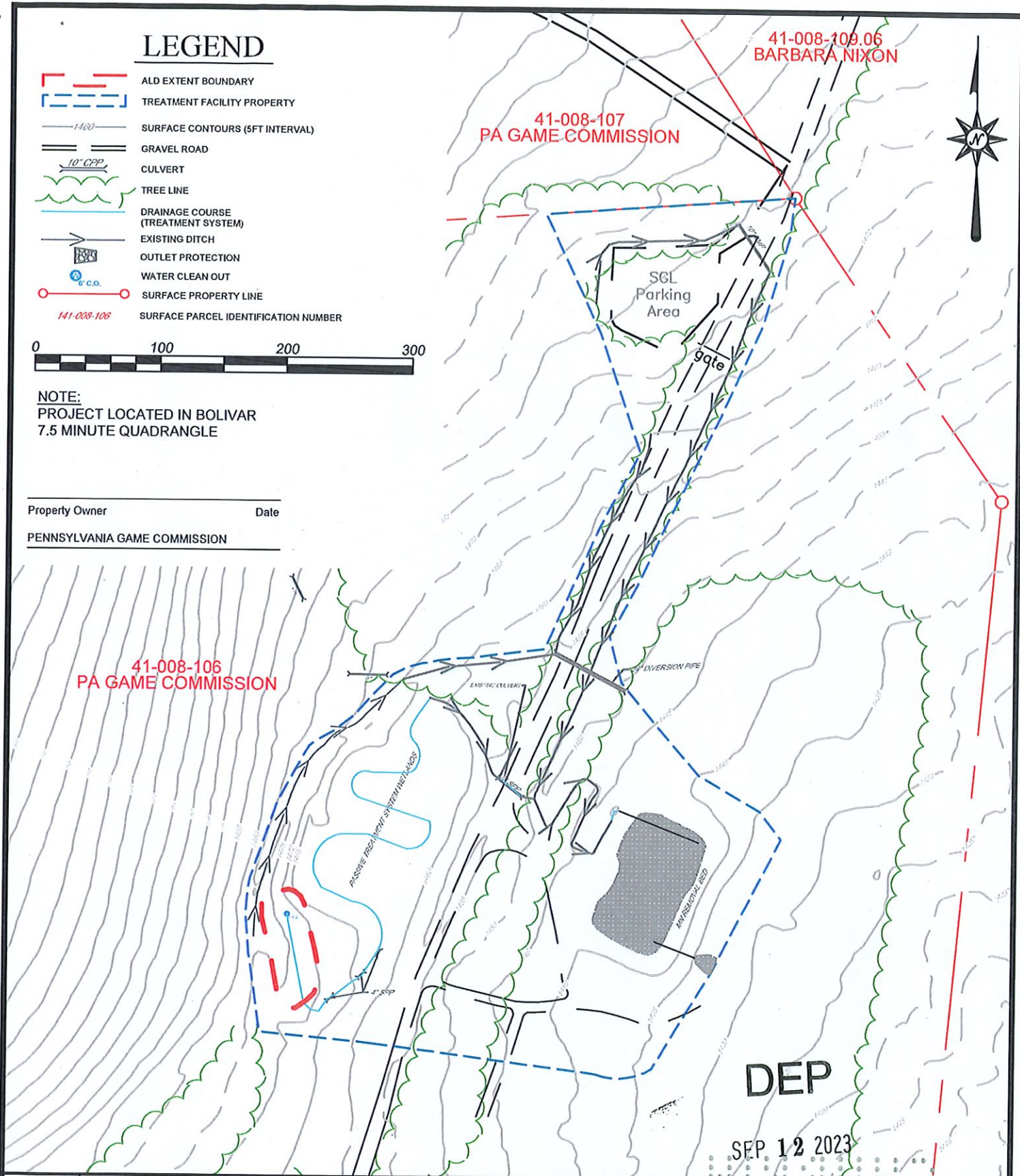
# LEGEND

-  ALD EXTENT BOUNDARY
-  TREATMENT FACILITY PROPERTY
-  SURFACE CONTOURS (5FT INTERVAL)
-  GRAVEL ROAD
-  CULVERT
-  TREE LINE
-  DRAINAGE COURSE (TREATMENT SYSTEM)
-  EXISTING DITCH
-  OUTLET PROTECTION
- 



**NOTE:**  
PROJECT LOCATED IN BOLIVAR  
7.5 MINUTE QUADRANGLE

Property Owner \_\_\_\_\_ Date \_\_\_\_\_  
PENNSYLVANIA GAME COMMISSION



DEP

SEP 12 2023

|              |                     |
|--------------|---------------------|
| Drawn By:    | ART                 |
| Checked By:  | ---                 |
| Date:        | 06-12-2023          |
| Scale:       | 1" = 100'           |
| Project No.: | 0546-L680           |
| File Name:   | Barrett II Base.dwg |
| Drawing:     | 1 of 1              |

**APEX**  
Apex Companies, LLC  
975 Georges Station Rd, Suite 100  
Greensburg, Pennsylvania 15601  
Phone: (724) 672-4800  
[www.apexcos.com](http://www.apexcos.com)

EXHIBIT: TREATMENT FACILITY PROPERTY  
**Cambria Office**  
**AMERIKOHL MINING, INC.**  
**BARRETT II MINE**  
WEST WHEATFIELD TOWNSHIP  
INDIANA COUNTY, PENNSYLVANIA



**Addendum as referenced in Section 8.**

**CONSENT TO RIGHT OF ENTRY FOR OPERATION AND MAINTENANCE OF A MINE DRAINAGE TREATMENT FACILITY COVERED BY A BOND OR A POST-MINING DISCHARGE TREATMENT TRUST AGREEMENT**

**Project:** Amerikohl Mining, Inc. – Barrett II Mine

**Permit No.:** 32150101

Request for access onto State Game Lands ("SGL") 153, West Wheatfield Township, Indiana County for conducting operation and maintenance of a post-mining discharge treatment system.

The Pennsylvania Game Commission (the "Owner") requires that the following provisions be adhered to:

1. The Government, its employees, agents, servants, contractors and subcontractors shall continue to coordinate the project with the Owner's Land Management Group Supervisor ("LMGS") for SGL 153, currently Mr. Zeb Campbell, and shall provide at least five (5) business days' notice to the LMGS prior to implementing any of the activities authorized by this Consent for Right of Entry.
2. The Government, its employees, agents, servants, contractors and subcontractors shall be responsible for the repair of all damages to any roads, bridges, refuge lines, pipelines, telephone or power lines and survey boundary lines crossing SGL 153, or adjacent thereto, or for any damages done to other improvements or structures on SGL 153 resulting from the activities authorized by this Consent for Right of Entry.
3. The Government, its employees, agents, servants, contractors and subcontractors shall conduct its operations so as to minimize interference with other authorized activities on SGL 153. As a result, no activities authorized by this Consent for Right of Entry shall be permitted on the following days (see [www.pgc.pa.gov](http://www.pgc.pa.gov) for actual dates for Wildlife Management Unit (WMU) 2C) unless approved in writing by the LMGS:
  - a. The opening day of archery deer season.
  - b. The opening day of any youth or special-use hunting seasons.
  - c. The opening day of early fall muzzleloader deer season.
  - d. The opening day of early small game season.
  - e. The opening day of general small game season.
  - f. The junior/senior/disabled/active-duty-military special antlerless deer season.
  - g. The opening day of fall turkey season.

DEP  
SEP 12 2023

Cambria Office

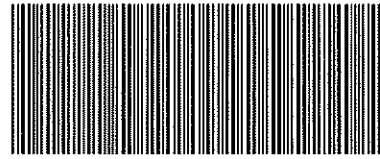
- h. The opening days and Sundays of the archery or rifle bear seasons.
  - i. The first three (3) days of the firearms deer seasons.
  - j. All Saturdays and Sundays of the firearms deer season.
  - k. The opening day of spring turkey season.
- 4. The Government, its employees, agents, servants, contractors and subcontractors shall obey and abide by all State Game Lands regulations while conducting the activities otherwise authorized by this Consent for Right of Entry.
  - 5. The Government, its employees, agents, servants, contractors and subcontractors agree, as far as possible, to avoid damaging standing timber on SGL 153, to use existing access roads whenever possible, and to conduct its operations in such a way to minimize surface and timber damages in all cases. This Consent for Right of Entry does not authorize the sale or removal of any timber from SGL 153 by the Government, its employees, agents, servants, contractors or subcontractors without the prior written approval of the Owner.
  - 6. All proposed herbaceous seed mixes, trees, shrubs, soil supplements, and mulch must be specifically approved by the LMGS prior to their planting or application.
  - 7. The Government, its employees, agents, servants, contractors and subcontractors agree to undertake all reasonable and necessary repairs to the areas disturbed by this abandoned mine reclamation project on SGL 153 post-reclamation. The post-reclamation repairs may include the re-grading of eroded or unstable areas, or the re-seeding or re-planting of the site to original design specifications where the LMGS has determined that such repairs are necessary to protect wildlife, wildlife habitat and hunting and trapping opportunities.
  - 8. It is understood between the Government and the Owner that the Owner retains the right to revoke or suspend this Consent for Right of Entry, if at any time the Owner is not satisfied with the general conduct or direction of the proposed project.

DEP

SEP 12 2023

Cambria Office

Indiana County  
825 Philadelphia Street  
Indiana, PA 15701  
Phone: (724) 465-3860



0850792-0008W

RECORDING COVER PAGE

Page 8 of 8

Instrument Type: Right of Way  
Instrument Date: 09/22/2023 12:16:10 PM  
Instrument Number: 2023-340321

Transaction #: 895622  
Instrument Page Count: 7

RETURN TO: (Mail)  
APEX  
975 GEORGES STATION ROAD  
GREENSBURG, PA 15601  
724-672-4861

SUBMITTED BY:  
APEX  
975 GEORGES STATION ROAD  
GREENSBURG, PA 15601  
724-672-4861

INSTRUMENT REFERENCE NAME: PA GAME COMMISSION/ AMERIKOHL MINING

FEES / TAXES:

|                             |                |
|-----------------------------|----------------|
| Recording Fee: Right of Way | \$49.50        |
| Additional Pages Fee        | \$6.00         |
| Mail Fee                    | \$1.00         |
| <b>Total:</b>               | <b>\$56.50</b> |

Instrument #: 2023-340321  
Recorded Date: 09/22/2023 12:16:10 PM

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Indiana County, Pennsylvania



*Maria Jack*  
Recorder of Deeds

**\*\* DO NOT REMOVE – THIS PAGE IS PART OF THE RECORDED DOCUMENT \*\***

NOTE: If document data differs from cover sheet, document data always supersedes.  
\*COVER PAGE MAY NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT  
FOR ANY ADDITIONAL INFORMATION.



Company Name: Amerikohl Mining, Inc.

Project Name: Mn Bed Addition

Site Name: Barrett II Mine

## EXHIBIT E



Printed on  
09/19/2023

### AMDTreat Summary

---

|                               |             |
|-------------------------------|-------------|
| Term of Analysis              | 75.00 years |
| Inflation Rate                | 3.10 %      |
| Rate of Return                | 8.43 %      |
| <hr/>                         |             |
| Total Capital Cost:           | \$64,045.61 |
| Total Annual Cost:            | \$8,110.14  |
| Total Net Present Value Cost: | \$21,788.21 |
| Project Footprint in Acres:   | 0.94        |

Company Name: Amerikohl Aggregates

Project Name: Barrett II

Site Name: Barrett II

Module Name: ALD



Printed on  
09/19/2023

## AMDTreat Anoxic Limestone Drain

### Sizing Methods

☒ User-Specified  
Limestone      Quantity      397   tons

### System Properties

Pond Inside Slope      2   h:v  
Limestone Layer  
Bottom Length to Width      4   unitless  
Ratio  
Excavation Unit Cost      \$5.50   \$/yd<sup>3</sup>

### Layer Materials

#### Soil Cover

##### Dimensions / Properties

Depth      2   feet

##### Costs

Soil Replace-  
ment Unit Cost      \$4.50   \$/yd<sup>3</sup>

#### Limestone

##### Dimensions / Properties

Depth      4   feet

Porosity      43   %

##### Costs

Unit Cost      \$19.50   \$/ton

Placement Cost      \$8.00   \$/yd<sup>3</sup>

#### Liner

☒ Synthetic      Unit Cost      \$10.00   \$/yd<sup>2</sup>

☐ Non-Woven Geotextile  
(2nd Layer)

### Layer Materials

#### Pipe

☒ User-Specified Piping Layout

6" Influent Pipe

Length      20   feet

Unit Cost      \$8.40   \$/ft

6" Effluent Pipe

Length      20   feet

Unit Cost      \$8.40   \$/ft

Length      0   feet

Unit Cost      \$0.00   \$/ft

### Other Items

|   |        |         |
|---|--------|---------|
| Valves Quantity                         | 0      | each    |
| Valves Unit Cost                        | \$0.00 | \$/each |
| Intake Structure Quantity               | 0      | each    |
| Intake Structure Unit Cost              | \$0.00 | \$/each |
| Flow Distribution Structure Quantity    | 0      | each    |
| Flow Distribution Structure Unit Cost   | \$0.00 | \$/each |
| Water Level Control Structure Quantity  | 0      | each    |
| Water Level Control Structure Unit Cost | \$0.00 | \$/each |
| Outlet Protection Structure Quantity    | 0      | each    |
| Outlet Protection Structure Unit Cost   | \$0.00 | \$/each |

### Sizing Summary

Limestone Bed: 397.00 tons

|                                |          |                     |
|--------------------------------|----------|---------------------|
| Excavation Volume              | 568.19   | yd <sup>3</sup>     |
| Limestone Top Length           | 87.15    | feet                |
| Limestone Top Width            | 33.79    | feet                |
| Limestone Bulk Density         | 94.30    | lbs/ft <sup>3</sup> |
| Limestone Volume               | 311.87   | yd <sup>3</sup>     |
| Limestone Surface Area         | 2,944.60 | ft <sup>2</sup>     |
| Limestone Bottom Length        | 71.15    | feet                |
| Limestone Bottom Width         | 17.79    | feet                |
| Liner Area                     | 676.37   | yd <sup>2</sup>     |
| Liner Volume                   | 0.00     | yd <sup>3</sup>     |
| Clear and Grub Area            | 0.10     | acres               |
| Limestone Layer Retention Time | 18.06    | hours               |

### Capital Cost

\$21,614.65

|                     |            |
|---------------------|------------|
| Excavation          | \$3,125.03 |
| Soil Cover          | \$1,153.45 |
| Limestone Material  | \$7,741.50 |
| Limestone Placement | \$2,494.93 |
| Pipe                | \$336.00   |
| Liner               | \$6,763.75 |
| Other Items         | \$0.00     |

### Annual Cost

\$756.51

### Operation and Maintenance

|   |       |
|---|-------|
| <input checked="" type="radio"/> Percentage of Capital Cost | 3.5 % |
|---|-------|

### Net Present Value

Total: \$3,655.34

Term of Analysis 75.00 years

Inflation Rate 3.10 %

Rate of Return 8.43 %

| Name       | Life Cycle | Replacement % | Default Cost | Custom Cost | Use Custom               | Total Cost |
|------------|------------|---------------|--------------|-------------|--------------------------|------------|
| Limestone  | 20         | 50            | \$10,236.43  | \$0.00      | <input type="checkbox"/> | \$2,797.91 |
| Soil Cover | 20         | 50            | \$1,153.45   | \$0.00      | <input type="checkbox"/> | \$315.27   |
| Liner      | 40         | 50            | \$6,763.75   | \$0.00      | <input type="checkbox"/> | \$450.32   |
| Pipe       | 20         | 50            | \$336.00     | \$0.00      | <input type="checkbox"/> | \$91.84    |

Company Name: Amerikohl Aggregates

Project Name: Barrett II

Site Name: Barrett II

Module Name: Aerobic Wetland



Printed on  
09/19/2023

## AMDTreat Wetland

### Water Quality & Flow Input

Design Flow 22.2 gpm

### Pipe

### Sizing Methods

- ☒ User-Specified Dimension
- |                      |     |      |
|----------------------|-----|------|
| Freeboard Top Length | 450 | feet |
| Freeboard Top Width  | 25  | feet |

### System Properties

Pond Inside Slope 2 h:v

Excavation Unit Cost \$5.50 \$/yd<sup>3</sup>

Inlet Pool Water Depth 0 feet

### Layer Materials

#### Freeboard

##### Dimensions / Properties

Depth 1 feet

#### Water

##### Dimensions / Properties

Depth 2 feet

#### Compost Mix

##### Dimensions / Properties

Depth 1 feet

Limestone Fines 0 % by Vol.

##### Costs

Compost Unit Cost \$20.00 \$/yd<sup>3</sup>

Compost Mix & Placement Unit Cost \$4.50 \$/yd<sup>3</sup>

Limestone Fines Unit Cost \$15.50 \$/ton

Wetland Planting Unit Cost \$3,700.00 \$/ton

### Wetland Rock Baffles

---

**Liner**

☒ No Liner

---

**Other Items**

|  |          |         |
|--|----------|---------|
| Flow Distribution Structure<br>Quantity    | 0        | each    |
| Flow Distribution Structure<br>Unit Cost   | \$0.00   | \$/each |
| Water Level Control Structure<br>Quantity  | 0        | each    |
| Water Level Control Structure<br>Unit Cost | \$0.00   | \$/each |
| Outlet Protection Structure<br>Quantity    | 1        | each    |
| Outlet Protection Structure<br>Unit Cost   | \$579.00 | \$/each |

---

**Sizing Summary**

|  |          |                     |                                       |                        |
|--|----------|---------------------|---------------------------------------|------------------------|
| Excavation Volume                      | 735.56   | yd <sup>3</sup>     |                                       |                        |
| Freeboard Top Length                   | 450.00   | feet                | Rock Baffle Limestone Weight          | 0.00 tons              |
| Freeboard Top Width                    | 25.00    | feet                | Liner Area                            | 0.00 yd <sup>2</sup>   |
| Freeboard Volume                       | 380.22   | yd <sup>3</sup>     | Liner Volume                          | 0.00 yd <sup>3</sup>   |
| Water Layer Volume                     | 557.78   | yd <sup>3</sup>     | Clear and Grub Area                   | 0.51 acres             |
| Wetland Water Surface Area             | 9,366.00 | ft <sup>2</sup>     | Wetland Water Layer Retention<br>Time | 84.58 hours            |
| Compost Mix Volume                     | 177.78   | yd <sup>3</sup>     | Inlet Pool Volume                     | 0.00 yd <sup>3</sup>   |
| Compost Mix Organic Material<br>Volume | 177.78   | yd <sup>3</sup>     | Outlet Pool Volume                    | 0.00 yd <sup>3</sup>   |
| Compost Mix Limestone Fines<br>Volume  | 0.00     | yd <sup>3</sup>     | Total Water Volume                    | 557.78 yd <sup>3</sup> |
| Rock Baffle Quantity                   | 14.00    | each                | Total Water Retention Time            | 84.58 hours            |
| Rock Baffle Height                     | 0.00     | feet                |                                       |                        |
| Rock Baffle Limestone Bulk<br>Density  | 94.30    | lbs/ft <sup>3</sup> |                                       |                        |

---

### Capital Cost

\$9,463.76

|                                      |            |
|--------------------------------------|------------|
| Excavation                           | \$4,045.56 |
| Compost Mix                          | \$3,555.56 |
| Compost Mix & Placement              | \$800.00   |
| Wetland Planting                     | \$483.65   |
| Rock Baffles Limestone               | \$0.00     |
| Rock Baffle Limestone Place-<br>ment | \$0.00     |
| Pipe                                 | \$0.00     |
| Liner                                | \$0.00     |
| Other Items                          | \$579.00   |

### Annual Cost

\$331.23

#### Operation and Maintenance

☒ Percentage of Capital Cost 3.5 %

### Net Present Value

Total: \$3,642.23

Term of Analysis 75.00 years

Inflation Rate 3.10 %

Rate of Return 8.43 %

| Name            | Life Cycle | Replacement % | Default Cost | Custom Cost | Use Custom                          | Total Cost |
|-----------------|------------|---------------|--------------|-------------|-------------------------------------|------------|
| Rock Baffle     | 20         | 50            | \$0.00       | \$0.00      | <input type="checkbox"/>            | \$0.00     |
| Compost Mix     | 15         | 50            | \$4,839.21   | \$0.00      | <input type="checkbox"/>            | \$2,092.55 |
| Pipe            | 20         | 50            | \$0.00       | \$0.00      | <input type="checkbox"/>            | \$0.00     |
| Other Items     | 20         | 50            | \$579.00     | \$0.00      | <input type="checkbox"/>            | \$158.26   |
| Cattail Removal | 5          | 50            | \$0.00       | \$816.27    | <input checked="" type="checkbox"/> | \$1,391.42 |

Company Name: Amerikohl Aggregates

Project Name: Barrett II

Site Name: Barrett II

Module Name: Mn Removal Bed



Printed on  
09/19/2023

## AMDTreat Manganese Removal Bed

### Sizing Methods

☒ User-Specified  
Limestone Quantity 726 tons

### System Properties

Pond Inside Slope 2 h:v  
Limestone Layer  
Bottom Length to Width Ratio 2.00 unitless  
Excavation Unit Cost \$5.50 \$/yd<sup>3</sup>

### Layer Materials

#### Freeboard

##### Dimensions / Properties

Depth 1 feet

#### Limestone

##### Dimensions / Properties

Total Bed Depth 3 feet  
Saturated Depth 2.99 feet  
Porosity 43 %

##### Costs

Unit Cost \$19.50 \$/ton  
Placement Cost \$8.00 \$/yd<sup>3</sup>

#### Liner

☒ Synthetic Unit Cost \$10.00 \$/yd<sup>2</sup>

☐ Non-Woven Geotextile  
(2nd Layer)

### Layer Materials

#### Pipe

☒ User-Specified Piping Layout

10" Manifold Inlet Pipe

Length 67 feet

Unit Cost \$18.44 \$/ft

10" Discharge Pipe

Length 35 feet

Unit Cost \$18.44 \$/ft

Length 0 feet

Unit Cost \$0.00 \$/ft



### Other Items

|   |        |         |
|---|--------|---------|
| Valves Quantity                         | 0      | each    |
| Valves Unit Cost                        | \$0.00 | \$/each |
| Flow Distribution Structure Quantity    | 0      | each    |
| Flow Distribution Structure Unit Cost   | \$0.00 | \$/each |
| Water Level Control Structure Quantity  | 0      | each    |
| Water Level Control Structure Unit Cost | \$0.00 | \$/each |
| Outlet Protection Structure Quantity    | 0      | each    |
| Outlet Protection Structure Unit Cost   | \$0.00 | \$/each |

### Sizing Summary

Saturated Limestone: 726.00 tons

|   |          |                     |
|---|----------|---------------------|
| Excavation Volume                               | 572.58   | yd <sup>3</sup>     |
| Freeboard Top Length                            | 108.21   | feet                |
| Freeboard Top Width                             | 62.11    | feet                |
| Freeboard Volume                                | 236.58   | yd <sup>3</sup>     |
| Limestone Bulk Density                          | 94.30    | lbs/ft <sup>3</sup> |
| Saturated Depth Water Volume                    | 245.23   | yd <sup>3</sup>     |
| Saturated Depth Limestone Volume                | 570.31   | yd <sup>3</sup>     |
| Limestone Surface Area @ Top of Saturated Depth | 6,048.63 | ft <sup>2</sup>     |
| Saturated Limestone Layer Retention Time        | 33.02    | hours               |
| Limestone Bottom Length                         | 92.21    | feet                |
| Limestone Bottom Width                          | 46.11    | feet                |
| Total Limestone Layer Volume                    | 572.58   | yd <sup>3</sup>     |
| Total Limestone Layer Weight                    | 728.89   | yd <sup>3</sup>     |
| Liner Area                                      | 847.68   | yd <sup>2</sup>     |
| Liner Volume                                    | 0.00     | yd <sup>3</sup>     |
| Clear and Grub Area                             | 0.25     | acres               |

### Capital Cost

\$32,300.78

|                          |             |
|--------------------------|-------------|
| Excavation               | \$3,149.20  |
| Limestone Material       | \$14,213.30 |
| Limestone Placement Cost | \$4,580.65  |
| Pipe                     | \$1,880.88  |
| Liner                    | \$8,476.75  |
| Other Items              | \$0.00      |

### Annual Cost

\$1,130.53

|   |       |
|---|-------|
| Operation and Maintenance                                   |       |
| <input checked="" type="radio"/> Percentage of Capital Cost | 3.5 % |

### Net Present Value

Total: \$14,310.24

Term of Analysis 75.00 years

Inflation Rate 3.10 %

Rate of Return 8.43 %

| Name          | Life Cycle | Replacement % | Default Cost | Custom Cost | Use Custom                          | Total Cost |
|---------------|------------|---------------|--------------|-------------|-------------------------------------|------------|
| Limestone     | 15         | 50            | \$18,793.95  | \$0.00      | <input type="checkbox"/>            | \$8,126.82 |
| Liner         | 15         | 50            | \$8,476.75   | \$0.00      | <input type="checkbox"/>            | \$3,665.49 |
| Pipe          | 15         | 50            | \$1,880.88   | \$0.00      | <input type="checkbox"/>            | \$813.32   |
| Other Items   | 15         | 50            | \$0.00       | \$0.00      | <input type="checkbox"/>            | \$0.00     |
| Stone Turning | 5          | 50            | \$0.00       | \$1,000.00  | <input checked="" type="checkbox"/> | \$1,704.61 |

Company Name: Amerikohl Aggregates  
 Project Name: Barrett II  
 Site Name: Barrett II  
 Module Name: Meandering Channel



Printed on  
 09/19/2023

## AMDTreat Conveyance Ditch

### Dimensions / Properties

|   |            |
|---|------------|
| <input checked="" type="checkbox"/> <b>Grass Ditch Length</b> | 200 ft     |
| Ditch Bottom Width  | 3.5 ft     |
| Average Slope of Ditch Bottom                                 | 0.12 ft/ft |
| Ditch Depth   | 1.7 ft     |
| Aggregate Lining Depth  | 0 ft       |
| Aggregate Porosity  | 43 %       |
| Ditch Side Slope  | 2 h:v      |
| Non Woven Geotextile Length                                   | 0 ft       |
| Silt Fence or Filter Sock Length                              | 0 ft       |

### Unit Costs

|                                     |            |                    |
|-------------------------------------|------------|--------------------|
| Non Woven Geotextile Unit Cost      | \$3.00     | \$/yd <sup>2</sup> |
| Ditch Aggregate Unit Cost           | \$19.50    | \$/ton             |
| Ditch Aggregate Placement Unit Cost | \$8.00     | \$/yd <sup>3</sup> |
| Temporary Ditch Lining Unit Cost    | \$0.00     | \$/yd <sup>2</sup> |
| Excavation Unit Cost                | \$5.50     | \$/yd <sup>3</sup> |
| Revegetation Unit Cost              | \$1,500.00 | \$/acre            |
| Silt Fence or Filter Sock Unit Cost | \$1.15     | \$/ft              |

### Sizing Summary

|   |                       |
|---|-----------------------|
| Ditch Excavation Volume                             | 86.89 yd <sup>3</sup> |
| Aggregate Volume                                    | 0.00 yd <sup>3</sup>  |
| Aggregate Weight                                    | 0.00 tons             |
| Total Ditch Length                                  | 200.00 ft             |
| Ditch Bottom Elevation Change<br>- Beginning to End | 24.00 ft              |
| Clear and Grub Area                                 | 0.06 acre             |

### Capital Cost

\$569.65

|                           |          |
|---------------------------|----------|
| Excavation                | \$477.89 |
| Aggregate                 | \$0.00   |
| Temporary Ditch Lining    | \$0.00   |
| Non Woven Geotextile      | \$0.00   |
| Silt Fence or Filter Sock | \$0.00   |
| Revegetation              | \$91.76  |

### Annual Cost

\$19.94

☒ Percentage of Capital Cost 3.5 %

Net Present Value

Total: \$33.97

|                  |             |
|------------------|-------------|
| Term of Analysis | 75.00 years |
| Inflation Rate   | 3.10 %      |
| Rate of Return   | 8.43 %      |

| Name                                  | Life Cycle | Replacement % | Default Cost | Custom Cost | Use Custom               | Total Cost |
|---------------------------------------|------------|---------------|--------------|-------------|--------------------------|------------|
| Aggregate                             | 10         | 50            | \$0.00       | \$0.00      | <input type="checkbox"/> | \$0.00     |
| Non Woven Geotextile                  | 10         | 50            | \$0.00       | \$0.00      | <input type="checkbox"/> | \$0.00     |
| Revegetation & Temporary Ditch Lining | 10         | 25            | \$91.76      | \$0.00      | <input type="checkbox"/> | \$33.97    |

Company Name: Amerikohl Aggregates

Project Name: Barrett II

Site Name: Barrett II

Module Name: Conveyance Ditch- Seep Collection Ditch

Printed on  
09/19/2023

## AMDTreat

### Conveyance Ditch

#### Dimensions / Properties

|  |             |
|--|-------------|
| <input checked="" type="checkbox"/> Aggregate Ditch Length | 450 ft      |
| Ditch Bottom Width   | 0.5 ft      |
| Average Slope of Ditch Bottom                              | 0.055 ft/ft |
| Ditch Depth  | 1.3 ft      |
| Aggregate Lining Depth                                     | 0.8 ft      |
| Aggregate Porosity   | 43 %        |
| Ditch Side Slope   | 2 h:v       |
| Non Woven Geotextile Length                                | 0 ft        |
| Silt Fence or Filter Sock Length                           | 0 ft        |

#### Unit Costs

|                                     |            |                    |
|-------------------------------------|------------|--------------------|
| Non Woven Geotextile Unit Cost      | \$3.00     | \$/yd <sup>2</sup> |
| Ditch Aggregate Unit Cost           | \$19.50    | \$/ton             |
| Ditch Aggregate Placement Unit Cost | \$8.00     | \$/yd <sup>3</sup> |
| Temporary Ditch Lining Unit Cost    | \$0.00     | \$/yd <sup>2</sup> |
| Excavation Unit Cost                | \$5.50     | \$/yd <sup>3</sup> |
| Revegetation Unit Cost              | \$1,500.00 | \$/acre            |
| Silt Fence or Filter Sock Unit Cost | \$1.15     | \$/ft              |

#### Sizing Summary

|   |                        |
|---|------------------------|
| Ditch Excavation Volume                             | 67.17 yd <sup>3</sup>  |
| Aggregate Volume                                    | 136.92 yd <sup>3</sup> |
| Aggregate Weight                                    | 140.73 tons            |
| Total Ditch Length                                  | 450.00 ft              |
| Ditch Bottom Elevation Change<br>- Beginning to End | 24.75 ft               |
| Clear and Grub Area                                 | 0.12 acre              |

#### Capital Cost

\$4,669.82

|                           |            |
|---------------------------|------------|
| Excavation                | \$369.42   |
| Aggregate                 | \$3,628.71 |
| Temporary Ditch Lining    | \$0.00     |
| Non Woven Geotextile      | \$0.00     |
| Silt Fence or Filter Sock | \$0.00     |
| Revegetation              | \$63.65    |

#### Annual Cost

\$163.44

☒ Percentage of Capital Cost 3.5 %

### Net Present Value

Total: \$2,686.98

Term of Analysis 75.00 years

Inflation Rate 3.10 %

Rate of Return 8.43 %

| Name                                  | Life Cycle | Replacement % | Default Cost | Custom Cost | Use Custom               | Total Cost |
|---------------------------------------|------------|---------------|--------------|-------------|--------------------------|------------|
| Aggregate                             | 10         | 50            | \$3,628.71   | \$0.00      | <input type="checkbox"/> | \$2,686.98 |
| Non Woven Geotextile                  | 10         | 50            | \$0.00       | \$0.00      | <input type="checkbox"/> | \$0.00     |
| Revegetation & Temporary Ditch Lining | 10         | 25            | \$0.00       | \$0.00      | <input type="checkbox"/> | \$0.00     |

Company Name: Amerikohl Aggregates

Project Name: Barrett II

Site Name: Barrett II

Module Name: Pond



Printed on  
09/19/2023

## AMDTreat Ponds

### Water Quality & Flow Input

|              |      |      |
|--------------|------|------|
| Design Flow  | 22.2 | gpm  |
| Typical Flow | 6    | gpm  |
| Ferrous Iron | 26.1 | mg/L |
| Ferric Iron  | 0    | mg/L |
| Aluminum     | 0.18 | mg/L |
| Manganese    | 7.11 | mg/L |

### Sizing Methods

|  |                     |       |      |
|--|---------------------|-------|------|
| <input checked="" type="radio"/> User-Specified Freeboard Dimensions | Top Length          | 65.00 | feet |
|  | Freeboard Top Width | 18.00 | feet |

### System Properties

|                      |        |                    |
|----------------------|--------|--------------------|
| Pond Inside Slope    | 1.5    | h:v                |
| Excavation Unit Cost | \$5.50 | \$/yd <sup>3</sup> |

### Pond Layers

#### Freeboard

|       |      |      |
|-------|------|------|
| Depth | 0.50 | feet |
|-------|------|------|

#### Oxidation

#### Settling / Retention

|       |      |      |
|-------|------|------|
| Depth | 2.00 | feet |
|-------|------|------|

#### Sludge Capacity

#### Liner

- ☒ No Liner

### Hydraulic Structures

#### Pipe

#### ☒ AMDTreat Piping Calculator

|                                     |         |       |
|-------------------------------------|---------|-------|
| Influent/Effluent Pipe Length       | 15      | feet  |
| Influent/Effluent Pipe Install Rate | 20      | ft/hr |
| Labor Rate                          | \$40.00 | \$/hr |
| Influent/Effluent Pipe Unit Cost    | \$20.00 | \$/ft |

#### Baffle

|                          |         |       |
|--------------------------|---------|-------|
| Baffle Quantity per Pond | 0       | each  |
| Unit Cost                | \$25.00 | \$/ft |

#### Appurtenances / Other Items

|                                       |        |         |
|---------------------------------------|--------|---------|
| Pump Quantity                         | 0      | each    |
| Pump Unit Cost                        | \$0.00 | \$/each |
| Valves Quantity                       | 0      | each    |
| Valves Unit Cost                      | \$0.00 | \$/each |
| Intake Structure Quantity             | 0      | each    |
| Intake Structure Unit Cost            | \$0.00 | \$/each |
| Flow Distribution Structure Quantity  | 0      | each    |
| Flow Distribution Structure Unit Cost | \$0.00 | \$/each |

Water Level Control  
Structure Quantity 0 each

Water Level Control  
Structure Unit Cost \$0.00 \$/each

Outlet Protection Struc-  
ture Quantity 0 each

Outlet Protection Struc-  
ture Unit Cost \$0.00 \$/each

## Annual Cost Input

### Sludge Generation

% Solids of Settled Sludge 5.00 %wt

Calcite as CaCO<sub>3</sub> 0.00 mg/L

Miscellaneous Solids 0.00 mg/L

Miscellaneous Solids Density 8.33 lbs/gal

### Sludge Handling

☒ Simplified Estimation

### **Sludge Handling and Disposal**

Unit Cost \$0.01 \$/gal

### Sludge Removal by Dewatering

### Sludge Disposal

☒ Enable Sludge Disposal

Dewatered % Solids 40.00 %wt

☒ Landfill Tipping Fee \$60.00 \$/tons

☒ Disposal by Vacuum Truck

Vacuum Truck Volume 3,000.00 gal

Hours Per Trip 0.60 hr

Unit Cost \$35.00 \$/hr



### Sizing Summary

|   |                          |
|---|--------------------------|
| Excavation Volume                         | 61.17 yd <sup>3</sup>    |
| Total Pond Depth                          | 2.50 feet                |
| Freeboard Top Length                      | 65.00 feet               |
| Freeboard Top Width                       | 18.00 feet               |
| Freeboard Surface Area                    | 1,170.00 ft <sup>2</sup> |
| Freeboard Volume                          | 20.53 yd <sup>3</sup>    |
| Oxidation Bottom Length                   | 0.00 feet                |
| Oxidation Bottom Width                    | 0.00 feet                |
| Oxidation Surface Area                    | 0.00 ft <sup>2</sup>     |
| Oxidation Volume                          | 0.00 yd <sup>3</sup>     |
| Retention / Settling Bottom Length        | 57.50 feet               |
| Retention / Settling Bottom Width         | 10.50 feet               |
| Retention / Settling Surface Area         | 1,047.75 ft <sup>2</sup> |
| Retention / Settling Volume               | 61.17 yd <sup>3</sup>    |
| Sludge Bottom Length                      | 0.00 feet                |
| Sludge Bottom Width                       | 0.00 feet                |
| Sludge Capacity Surface Area              | 0.00 ft <sup>2</sup>     |
| Sludge Capacity Volume                    | 0.00 yd <sup>3</sup>     |
| Thickened Sludge Volume                   | 16.14 yd <sup>3</sup>    |
| Sludge Removal Frequency                  | 0.00 #/year              |
| Dewatered Sludge Volume                   | 2.02 yd <sup>3</sup> /yr |
| Liner Area                                | 0.00 yd <sup>2</sup>     |
| Liner Volume                              | 0.00 yd <sup>3</sup>     |
| Clear and Grub Area                       | 0.07 acres               |
| Total Baffle Length                       | 0.00 feet                |
| Oxidation Layer Retention Time            | 0.00 hours               |
| Retention / Settling Layer Retention Time | 9.27 hours               |
| Total Retention Time                      | 9.27 hours               |

### Capital Cost

\$666.42

|                             |          |
|-----------------------------|----------|
| Excavation                  | \$336.42 |
| Pipe                        | \$330.00 |
| Liner                       | \$0.00   |
| Appurtenances / Other Items | \$0.00   |
| Baffle                      | \$0.00   |
| Borehole                    | \$0.00   |
| Other Capital Items         | \$0.00   |

### Annual Cost

\$140.19

|   |         |
|---|---------|
| Operation and Maintenance                                   | \$23.32 |
| <input checked="" type="radio"/> Percentage of Capital Cost | 3.5 %   |
| Sludge Handling   | \$32.60 |
| <input checked="" type="radio"/> Estimated Sludge Handling  |         |
| Sludge Disposal   | \$84.27 |
| <input checked="" type="radio"/> Estimated Sludge Disposal  |         |
| Other Annual Items  | \$0.00  |

Net Present Value

Total: \$180.40

|                  |             |
|------------------|-------------|
| Term of Analysis | 75.00 years |
| Inflation Rate   | 3.10 %      |
| Rate of Return   | 8.43 %      |

| Name                         | Life Cycle | Replacement % | Default Cost | Custom Cost | Use Custom               | Total Cost |
|------------------------------|------------|---------------|--------------|-------------|--------------------------|------------|
| Pipe                         | 20         | 100           | \$330.00     | \$0.00      | <input type="checkbox"/> | \$180.40   |
| Liner                        | 50         | 100           | \$0.00       | \$0.00      | <input type="checkbox"/> | \$0.00     |
| Appurtenances<br>Other Items | / 20       | 100           | \$0.00       | \$0.00      | <input type="checkbox"/> | \$0.00     |
| Other Capital Items          | 20         | 100           | \$0.00       | \$0.00      | <input type="checkbox"/> | \$0.00     |
| Borehole                     | 20         | 100           | \$0.00       | \$0.00      | <input type="checkbox"/> | \$0.00     |

Company Name: Amerikohl Aggregates

Project Name: Barrett II

Site Name: Barrett II

Module Name:



Printed on  
09/19/2023

## AMDTreat Sampling

### Properties

☒ Round Trip Travel Time 1 hrs

#### NPDES Monitoring

Number of Sample Points 1

Collection Time Per Sample 0.33 hrs

Sampling Events Per Month 2 Ev/month

#### Hydrologic Monitoring

Number of Sample Points 1

Collection Time Per Sample 0.33 hrs

Sampling Events Per Year 0.33 Ev/year

### Capital Cost

\$0.00

Flow and Sampling  
Equipment Cost \$0.00

### Annual Cost

\$3,671.68

☒ Calculated

Labor Cost \$1,281.16

Lab Cost \$1,070.52

Mileage Cost \$1,320.00

### Costs

Labor Unit Cost \$40.00 \$/hr

Lab Cost Per NPDES Sample \$44.00 \$/sample

Lab Cost Per Hydrologic Sample \$44.00 \$/sample

Mileage Rate \$0.55 \$/mile

### Net Present Value

Total: \$0.00

Term of Analysis 75.00 years

Inflation Rate 3.10 %

Rate of Return 8.43 %

| Name | Life Cycle | Replacement % | Default Cost | Custom Cost | Use Custom | Total Cost |
|------|------------|---------------|--------------|-------------|------------|------------|
|------|------------|---------------|--------------|-------------|------------|------------|

Company Name: Amerikohl Mining, Inc.

Project Name: Mn Bed Addition

Site Name: Barrett II Mine

Module Name:



Printed on  
09/19/2023

## AMDTreat Labor

### Input Parameters

☒ Estimate Labor Cost

|                       |               |
|-----------------------|---------------|
| Site Visits per Week  | 0.5           |
| Site Labor per Visit  | 1 hrs         |
| Travel Time per Visit | 1 hrs         |
| Labor Unit Cost       | \$40.00 \$/hr |

### \$ Annual Cost

\$2,080.00 \$/yr

### Net Present Value

Total: \$0.00

Term of Analysis 75.00 years

Inflation Rate 3.10 %

Rate of Return 8.43 %

|      |            |               |              |             |            |            |
|------|------------|---------------|--------------|-------------|------------|------------|
| Name | Life Cycle | Replacement % | Default Cost | Custom Cost | Use Custom | Total Cost |
|------|------------|---------------|--------------|-------------|------------|------------|

Company Name: Amerikohl Aggregates

## EXHIBIT F



Project Name: Barrett II

## AMDTreat

09-19-2023

Site Name: Barrett II

## RECAPITALIZATION COST

Term of Analysis 75.00 years

Inflation Rate 3.10 %

Rate of Return 8.43 %

| Name  | Life Cycle | Replacement % | Default Cost | Custom Cost | Use Custom | Total Cost |
|---|------------|---------------|--------------|-------------|------------|------------|
| AnoxicLimestoneDrain-Limestone                        | 20         | 50            | \$10,236.43  | \$0.00      |            | \$2,797.91 |
| AnoxicLimestoneDrain-Soil Cover                       | 20         | 50            | \$1,153.45   | \$0.00      |            | \$315.27   |
| AnoxicLimestoneDrain-Liner                            | 40         | 50            | \$6,763.75   | \$0.00      |            | \$450.32   |
| AnoxicLimestoneDrain-Pipe                             | 20         | 50            | \$336.00     | \$0.00      |            | \$91.84    |
| Wetland-Rock Baffle                                   | 20         | 50            | \$0.00       | \$0.00      |            | \$0.00     |
| Wetland-Compost Mix                                   | 15         | 50            | \$4,839.21   | \$0.00      |            | \$2,092.55 |
| Wetland-Pipe  | 20         | 50            | \$0.00       | \$0.00      |            | \$0.00     |
| Wetland-Other Items                                   | 20         | 50            | \$579.00     | \$0.00      |            | \$158.26   |
| Wetland-Cattail Removal                               | 5          | 50            | \$0.00       | \$816.27    | ✓          | \$1,391.42 |
| ManganeseRemovalBed-Limestone                         | 15         | 50            | \$18,793.95  | \$0.00      |            | \$8,126.82 |
| ManganeseRemovalBed-Liner                             | 15         | 50            | \$8,476.75   | \$0.00      |            | \$3,665.49 |
| ManganeseRemovalBed-Pipe                              | 15         | 50            | \$1,880.88   | \$0.00      |            | \$813.32   |
| ManganeseRemovalBed-Other Items                       | 15         | 50            | \$0.00       | \$0.00      |            | \$0.00     |
| ManganeseRemovalBed-Stone Turning                     | 5          | 50            | \$0.00       | \$1,000.00  | ✓          | \$1,704.61 |
| ConveyanceDitch-Aggregate                             | 10         | 50            | \$3,628.71   | \$0.00      |            | \$2,686.98 |
| ConveyanceDitch-Non Woven Geotextile                  | 10         | 50            | \$0.00       | \$0.00      |            | \$0.00     |
| ConveyanceDitch-Revegetation & Temporary Ditch Lining | 10         | 25            | \$0.00       | \$0.00      |            | \$0.00     |
| Ponds-Pipe  | 20         | 100           | \$330.00     | \$0.00      |            | \$180.40   |
| Ponds-Liner   | 50         | 100           | \$0.00       | \$0.00      |            | \$0.00     |
| Ponds-Appurtenances / Other Items                     | 20         | 100           | \$0.00       | \$0.00      |            | \$0.00     |

| Year | Balance Before Payout | Balance After Payout | Payout Schedule | Year | Balance Before Payout | Balance After Pay out | Payout Schedule |
|------|-----------------------|----------------------|-----------------|------|-----------------------|-----------------------|-----------------|
| 0    | 24475.19              | 24475.19             | 0.00            | 50   | 118511.05             | 105982.55             | 12528.51        |
| 1    | 26538.45              | 26538.45             | 0.00            | 51   | 114916.87             | 114916.87             | 0.00            |
| 2    | 28775.64              | 28775.64             | 0.00            | 52   | 124604.37             | 124604.37             | 0.00            |
| 3    | 31201.43              | 31201.43             | 0.00            | 53   | 135108.51             | 135108.51             | 0.00            |
| 4    | 33831.71              | 33831.71             | 0.00            | 54   | 146498.16             | 146498.16             | 0.00            |
| 5    | 36683.72              | 35625.82             | 1057.90         | 55   | 158847.96             | 153979.66             | 4868.30         |
| 6    | 38629.08              | 38629.08             | 0.00            | 56   | 166960.15             | 166960.15             | 0.00            |
| 7    | 41885.51              | 41885.51             | 0.00            | 57   | 181034.89             | 181034.89             | 0.00            |
| 8    | 45416.46              | 45416.46             | 0.00            | 58   | 196296.13             | 196296.13             | 0.00            |
| 9    | 49245.07              | 49245.07             | 0.00            | 59   | 212843.89             | 212843.89             | 0.00            |
| 10   | 53396.43              | 49701.95             | 3694.47         | 60   | 230786.63             | 67170.35              | 163616.28       |
| 11   | 53891.83              | 53891.83             | 0.00            | 61   | 72832.81              | 72832.81              | 0.00            |
| 12   | 58434.91              | 58434.91             | 0.00            | 62   | 78972.62              | 78972.62              | 0.00            |
| 13   | 63360.97              | 63360.97             | 0.00            | 63   | 85630.01              | 85630.01              | 0.00            |
| 14   | 68702.30              | 68702.30             | 0.00            | 64   | 92848.62              | 92848.62              | 0.00            |
| 15   | 74493.90              | 46191.80             | 28302.10        | 65   | 100675.76             | 94069.38              | 6606.38         |
| 16   | 50085.77              | 50085.77             | 0.00            | 66   | 101999.43             | 101999.43             | 0.00            |
| 17   | 54308.00              | 54308.00             | 0.00            | 67   | 110597.98             | 110597.98             | 0.00            |
| 18   | 58886.17              | 58886.17             | 0.00            | 68   | 119921.39             | 119921.39             | 0.00            |
| 19   | 63850.27              | 63850.27             | 0.00            | 69   | 130030.76             | 130030.76             | 0.00            |
| 20   | 69232.85              | 52281.92             | 16950.93        | 70   | 140992.36             | 117921.03             | 23071.33        |
| 21   | 56689.29              | 56689.29             | 0.00            | 71   | 127861.77             | 127861.77             | 0.00            |
| 22   | 61468.19              | 61468.19             | 0.00            | 72   | 138640.52             | 138640.52             | 0.00            |
| 23   | 66649.96              | 66649.96             | 0.00            | 73   | 150327.91             | 150327.91             | 0.00            |
| 24   | 72268.55              | 72268.55             | 0.00            | 74   | 163000.56             | 163000.56             | 0.00            |
| 25   | 78360.79              | 76412.67             | 1948.13         | 75   | 176741.51             | 0.00                  | 176741.51       |
| 26   | 82854.25              | 82854.25             | 0.00            |      |                       |                       |                 |
| 27   | 89838.87              | 89838.87             | 0.00            |      |                       |                       |                 |
| 28   | 97412.28              | 97412.28             | 0.00            |      |                       |                       |                 |
| 29   | 105624.14             | 105624.14            | 0.00            |      |                       |                       |                 |
| 30   | 114528.25             | 65253.98             | 49274.27        |      |                       |                       |                 |
| 31   | 70754.89              | 70754.89             | 0.00            |      |                       |                       |                 |
| 32   | 76719.53              | 76719.53             | 0.00            |      |                       |                       |                 |
| 33   | 83186.98              | 83186.98             | 0.00            |      |                       |                       |                 |
| 34   | 90199.65              | 90199.65             | 0.00            |      |                       |                       |                 |
| 35   | 97803.48              | 95159.83             | 2643.65         |      |                       |                       |                 |
| 36   | 103181.80             | 103181.80            | 0.00            |      |                       |                       |                 |
| 37   | 111880.03             | 111880.03            | 0.00            |      |                       |                       |                 |
| 38   | 121311.51             | 121311.51            | 0.00            |      |                       |                       |                 |
| 39   | 131538.07             | 131538.07            | 0.00            |      |                       |                       |                 |
| 40   | 142626.73             | 99943.05             | 42683.69        |      |                       |                       |                 |
| 41   | 108368.25             | 108368.25            | 0.00            |      |                       |                       |                 |
| 42   | 117503.69             | 117503.69            | 0.00            |      |                       |                       |                 |
| 43   | 127409.25             | 127409.25            | 0.00            |      |                       |                       |                 |
| 44   | 138149.85             | 138149.85            | 0.00            |      |                       |                       |                 |
| 45   | 149795.88             | 79069.97             | 70725.92        |      |                       |                       |                 |
| 46   | 85735.57              | 85735.57             | 0.00            |      |                       |                       |                 |
| 47   | 92963.07              | 92963.07             | 0.00            |      |                       |                       |                 |
| 48   | 100799.86             | 100799.86            | 0.00            |      |                       |                       |                 |
| 49   | 109297.29             | 109297.29            | 0.00            |      |                       |                       |                 |

# TREATMENT BOND/TRUST CALCULATOR

(c) 2003, 2005, 2006, 2007 by SCMF

Prepared For: **Amerikohl**  
Treatment System(s) ID: **Barrett II Mine - Mn Removal Bed**

Date (mm/dd/yy): **August 1, 2023**

|                            |                   |
|----------------------------|-------------------|
| Inflation Rate:            | <b>3.1%</b>       |
| Yrs to Treat start:        | <b>0</b>          |
| Annual Treatment Cost:     | <b>\$8,110.14</b> |
| Trust Fees:                | <b>1.50%</b>      |
| Bond (not needed for rec): | <b>\$0.00</b>     |
| Investment Ratios:         |                   |
| stock:                     | <b>80%</b>        |
| bond:                      | <b>20%</b>        |
| Effective Rate of Return:  | <b>8.43%</b>      |
| Volatility Index:          | <b>1.16</b>       |
| Rec Bond Rate of Return:   | <b>6.00%</b>      |
| Remaining Time on Permit:  | <b>5</b> years    |

| Options             | O&M only            | Total with Recap    | Total with Recap & Insurance |                 |
|---------------------|---------------------|---------------------|------------------------------|-----------------|
| option #1           |                     |                     |                              |                 |
| conventional bond:  | <b>\$335,227.05</b> | <b>\$369,293.75</b> | <b>\$387,075.56</b>          | bond in year    |
| bond adjustment:    | <b>\$335,227.05</b> | <b>\$369,293.75</b> | <b>\$387,075.56</b>          | <b>6</b>        |
| option #2           |                     |                     |                              |                 |
| fully funded trust: | <b>\$185,913.62</b> | <b>\$210,388.81</b> | <b>\$215,211.68</b>          | trust in year 1 |

|                             |              |           |             |      |                    |                     |  |
|-----------------------------|--------------|-----------|-------------|------|--------------------|---------------------|--|
| PV of Recap (todays \$\$) @ | <b>8.43%</b> | Eff RoR & | <b>3.1%</b> | Inf: | <b>\$24,475.19</b> | for trust in year 1 |  |
| PV of Recap (todays \$\$) @ | <b>6.00%</b> | Eff RoR & | <b>3.1%</b> | Inf: | <b>\$29,244.00</b> | for bond in year 1  | <b>\$34,066.70</b> for bond in year <b>6</b> |

|                              |               |  |                 |          |               |                    |
|------------------------------|---------------|--|-----------------|----------|---------------|--------------------|
| Liability Insurance Factor @ | <b>\$1.00</b> | per year, per \$1000 in the total PV of the Trust: | <b>\$210.39</b> | per year | PV Insurance: | <b>\$4,822.87</b>  |
| Liability Insurance Factor @ | <b>\$1.00</b> | per year, per \$1000 in total Bond:                | <b>\$369.29</b> | per year | PV Insurance: | <b>\$15,264.50</b> |

Fields in RED can be updated

Fields in BLUE are fixed or calculated

Fields in GREEN are partial amounts

Highlighted Fields in GREEN are final amounts



## ANNUAL TRUST FUND COST REPORT

(Please fill out one report for each permit that is part of the Trust Fund)

|               |            |                 |  |
|---------------|------------|-----------------|--|
| Company Name: |            | Trust Name:     |  |
| Permit #:     | Site Name: |                 |  |
| Municipality: | County:    | Reporting Year: |  |

| Operational Cost                   | Quantity | Units  | Rate \$/Unit | Total Amount |
|------------------------------------|----------|--------|--------------|--------------|
| Labor /Contractor                  |          | Hours  |              |              |
| Electricity                        |          | KWH    |              |              |
| Pumping (if billed separately)     |          |        |              |              |
| Water Sampling                     |          | Sample |              |              |
| Water Sampling Labor               |          | Hours  |              |              |
| Sludge Removal                     |          |        |              |              |
| <b>Chemical Cost:</b>              |          |        |              |              |
| Caustic                            |          |        |              |              |
| Hydrated Lime                      |          |        |              |              |
| Other Chemicals:                   |          |        |              |              |
|                                    |          |        |              |              |
|                                    |          |        |              |              |
| <b>Maintenance:</b>                |          |        |              |              |
|                                    |          |        |              |              |
|                                    |          |        |              |              |
|                                    |          |        |              |              |
|                                    |          |        |              |              |
|                                    |          |        |              |              |
| <b>Total Actual O&amp;M Cost</b>   |          |        |              |              |
| <b>Recapitalization:</b>           |          |        |              |              |
|                                    |          |        |              |              |
|                                    |          |        |              |              |
|                                    |          |        |              |              |
|                                    |          |        |              |              |
|                                    |          |        |              |              |
| <b>Total Recapitalization Cost</b> |          |        |              |              |

I certify that the information provided for this Annual Trust Fund Cost Report is complete and correct to the best of my knowledge, information, and belief. I further certify that I am an authorized officer or delegated agent of the company responsible for submitting the Annual Trust Fund Cost Report. I understand that the statements and information contained herein are made subject to the penalties of 18 Pa.C.S. § 4904 (relating to unsworn falsification to authorities). If I discover that information I have submitted is incorrect or incomplete, I will notify the Department immediately.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_



**PARTICIPATION AGREEMENT**  
**BARRETT II POST-MINING DISCHARGE TREATMENT TRUST,**  
**A SUB-ACCOUNT OF THE CLEANS STREAMS FOUNDATION, INC. TRUST**

This Participation Agreement ("Participation Agreement") entered into this 13<sup>th</sup> day of February, 2024, by and between AMERIKOHL MINING INC., a corporation, with its principal place of business at 202 Sunset Drive, Butler, PA 16001 ("Participant"), and the CLEAN STREAMS FOUNDATION, INC. ("Trustee" or "Foundation"), a Pennsylvania nonprofit corporation, with its registered place of business at 160 North McKean Street, Kittanning, Pennsylvania 16201.

WHEREAS, the Participant wishes to provide funds or other assets or guarantees to assure that funds will be available in the future for the operation of certain treatment systems, for the prevention of pollution, and for the protection of natural resources; and

WHEREAS, the Trustee has established, through a Declaration of Trust, dated April 7, 2001, a Trust which purpose is to help assure that funds are available to the Commonwealth of Pennsylvania in the future to operate and maintain treatment systems, to prevent pollution, to protect natural resources from the adverse impacts of untreated discharges into waters of the Commonwealth, and for the health and welfare of the public (the "Trust"); and

WHEREAS, the Trustee has agreed and is willing to accept the Participant's funds or other assets or guarantees and perform the duties as are required to be performed pursuant to this Participation Agreement and the Declaration of Trust; and

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**  
**DEFINITIONS**

§1.1 The “Department” means the Pennsylvania Department of Environmental Protection, and its successor if any, which is the governmental agency with responsibilities related to the administration of the water pollution control and mining reclamation programs in Pennsylvania.

§1.2 “Operate” means, but is not limited to, the operation, maintenance, improvement, and replacement of treatment facilities approved by the Department and any other facilities which may be required in the future.

§1.3 “Participant” means an individual, organization, or corporation that has elected to participate in the Trust pursuant to a Participation Agreement entered into between the Participant and the Foundation, for purposes of providing funds and/or financial guarantees to assure that funds will be available in the future for the operation of certain treatment systems, for the public purpose of prevention or abatement of pollution, and for the protection of natural resources, the environment, and for the health and welfare of the public.

§1.4 “Treatment Systems” means those certain discharges and treatment facilities and activities for which a Participant has provided funds or other assets or guarantees to be held in trust by the Foundation.

§1.5 “Trustee” means the Foundation acting as trustee under the terms and provisions of the Declaration of Trust and a Participation Agreement entered into with a Participant.

## **ARTICLE TWO**

### **PARTICIPATION IN THE TRUST**

§2.1 The Participant agrees to provide certain funds, assets, and/or guarantees to be held by the Trustee for purposes of assuring that funds are available in the future for the operation of certain treatment systems, for the prevention of pollution, and for the protection of

natural resources; which are more particularly described in Exhibit "A" attached hereto (hereinafter "Treatment Systems").

§2.2 The Trustee agrees to establish within the Trust Fund a Sub-Account designated as "Sub-Account For Barrett II Post-Mining Discharge Treatment Trust" ("Sub-Account," also referred to as the "Barrett II Water Treatment Trust").

§2.3 The Participant agrees to make an initial payment or transfer to the Trust of \$215,211.68.

§2.4 The Participant agrees to make total payments or transfers to the Trust as agreed upon between the Participant and the Department pursuant to the Agreement between the Department and the Participant dated Feb 7, 2024, which is attached hereto as Exhibit "A" (hereinafter the "DEP Agreement").

§2.5 Any guarantees, including but not limited to, letters of credit, insurance, surety bonds, etc., delivered by the Participant shall be held by the Trustee until the Department either directs the Trustee to release such guarantee or portion thereof or the Department directs the Trustee to forfeit said bonds or enforce said guarantee and for the Trustee to deposit the proceeds of such guarantee into the Trust Fund. The Trustee shall be under no obligation to pay any premiums or other costs associated therewith. Instead, all such premiums and costs, as well as the responsibility for maintaining the guarantees in full force and effect, shall remain the obligation of the Participant. The Trustee shall take no action with respect to guarantees except as directed, in writing, by the Department, and the Trustee shall not be liable to any party for acting in accordance with such directions.

§2.6 Any payments made by the Participant or on its behalf to the Trustee for deposit into the Trust shall consist of cash, bank checks, bank wire transfers, negotiable instruments, or

other property acceptable to the Trustee. The Trustee shall have no responsibility for the amount or adequacy of such payment, but the Trustee shall notify the Department in writing of any deficiencies in the payments agreed to be made by the Participant whenever the Trustee has knowledge of such deficiencies.

### **ARTICLE THREE** **ADMINISTRATION**

§3.1 The principal of the Sub-Account shall consist of:

- (a) The payments or transfers to the Trustee made by the Participant pursuant to this Agreement for said Sub-Account.
- (b) Such payments from time to time and at any time to the Trustee as such may be directed by the Department pursuant to any agreement between the Department and the Participant.
- (c) Cash, funds or property transferred from any person to the Trustee and accepted by the Trustee for said Sub-Account.
- (d) Any proceeds from surety bonds which are transferred to the Trustee for said Sub-Account.
- (e) All investments, reinvestments, assets or proceeds attributable to or derived from the foregoing items in this §3.1.
- (f) All earnings, accretions and profits received with respect to the foregoing items in this §3.1.

§3.2 The Trustee shall hold and administer the funds of the Sub-Account in accordance with the terms and conditions of the Declaration of Trust, this Participation Agreement, and the DEP Agreement.

§3.3 The Trustee shall distribute such amounts from the Sub-Account as the

Department shall direct to pay for the operation of the Treatment System or Treatment Systems. This amount may be paid to a third-party administrator to the Trust, who shall be responsible for paying the costs of operating the Treatment System in accordance with any instructions that may be issued by the Department in relation thereto.

§3.4 The Participant hereby adopts the Declaration of Trust as the document which governs the administration of this Participation Agreement and the Sub-Account and directs the Trustee to hold and administer the Sub-Account in accordance with the terms and conditions of the Declaration of Trust. The Participant acknowledges that the Commonwealth of Pennsylvania acting through the Department is the legal beneficiary of the Trust and has all rights of a beneficiary under the law, as well as the rights granted under the Declaration of Trust. The Department shall have access to the Trust as provided therein.

§3.5 The funds in the Sub-Account and any other property held by the Trustee pursuant to this Participation Agreement shall not be subject to assignment, alienation, pledge, attachment, garnishment, sequestration, levy or other legal process, either voluntary, involuntary or by operation of law, by, on behalf of, or in respect of the Participant and shall not be subject or applied to the debts, obligations or liabilities of the Participant, including, without limitation, any direct action or seizure by any creditor or claimant under any writ or proceeding at law or in equity. Furthermore, the Participant shall have no legal title to any part of the Trust Fund, and it is the intention of the parties to this Participation Agreement that the Participant's entry into the Trust shall extinguish and remove all of Participant's interest in the Trust from Participant's estate under the Bankruptcy Code or similar laws.

§3.6 Except as otherwise provided in the Declaration of Trust or this Participation Agreement, all payments made to the Trustee or deposits into the Trust by the Participant shall

be irrevocable once made, and upon delivery thereof by the Participant, all interest of the Participant 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.

§3.7 The Trustee shall at least quarterly furnish the Participant a statement providing an accounting of all transactions involving the Sub-Account and confirming the value of the Sub-Account. 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.

§3.8 The Trustee shall be responsible for the keeping of all appropriate books and records relating to the receipt and disbursement of all moneys and assets under this Agreement. The Trustee shall also cause to be prepared all income tax or information returns required to be filed with respect to the Trust and shall execute and file such returns. Each Participant, upon request, shall furnish the Trustee with such information as may be reasonably required in connection with the preparation of such income tax or information returns.

#### **ARTICLE FOUR** **AMENDMENTS**

§4.1 This Participation Agreement may be amended by an instrument in writing, executed by the Participant and the Trustee, with the consent and acknowledgment of the Department, or by the Trustee and the Department in the event Participant ceases to exist or defaults, but during the existence of the Participant any amendment under this paragraph cannot in any manner affect the irrevocable nature of the Trust.

#### **ARTICLE FIVE** **NOTICES**

§5.1 All notices, inquiries, directions or other written communications made or given

pursuant to the Trust shall be given to the Participant, 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:

Participant: Amerikohl Mining, Inc.  
c/o David Maxwell, Vice President  
202 Sunset Drive  
Butler, PA 16001

Trustee: Clean Streams Foundation, Inc.  
c/o Dean K. Hunt, Administrator  
112 West High Street  
Lexington, Kentucky 40507

Beneficiary: Commonwealth of Pennsylvania  
Department of Environmental Protection  
Cambria Office  
286 Industrial Park Road  
Ebensburg, Pennsylvania 15931

with a copy to:

Office of Chief Counsel  
Southwest Regional Office  
Attention: Regional Counsel  
400 Waterfront Drive  
Pittsburgh, PA 15222-4745

§5.2 Any change in the above addresses shall be made by giving notice to all parties to this Participation Agreement.

## **ARTICLE SIX**

### **DISPUTES**

§6.1 In the event of any dispute between the parties, the parties agree to attempt to resolve the dispute through negotiation or a method of alternative dispute resolution. No litigation shall be commenced without a certification by an authorized officer, employee, or agent of any party that the dispute cannot be resolved by negotiation or alternative dispute

resolution provided in writing at least 20 days before commencing legal action.

§6.2 A party receiving such notice shall have 10 days after receipt of said notice to demand that said dispute be resolved by binding arbitration. If arbitration is requested, the dispute shall be resolved in accordance with the arbitration rules of the American Arbitration Association then in effect without regard to the date of execution of this Agreement.

## **ARTICLE SEVEN** **CONSTRUCTION**

§7.1 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 the meaning set forth in the Declaration of Trust, or in the absence of a definition therein, 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.

§7.2 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. Such prohibition or unenforceability shall not invalidate the remaining provisions hereof; nor shall such prohibition or unenforceability in a jurisdiction render any provision invalid or unenforceable in any other jurisdiction.

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

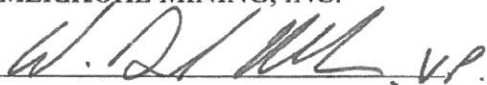


§7.4 This Agreement shall be construed and governed in all respects in accordance with the laws of the Commonwealth of Pennsylvania.

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.

**PARTICIPANT:**

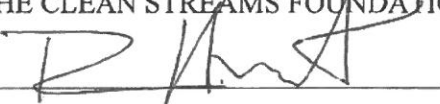
AMERIKOHL MINING, INC.

 v.p.

By: W. David Maxwell, Vice President

**TRUSTEE:**

THE CLEAN STREAMS FOUNDATION, INC.



By: Dean K. Hunt, Administrator

STATE OF Pennsylvania  
COUNTY OF Butler, to-wit:

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of February, 2024, by W. David Maxwell, the Vice President of the Amerikon Mining Inc.

My commission expires \_\_\_\_\_.

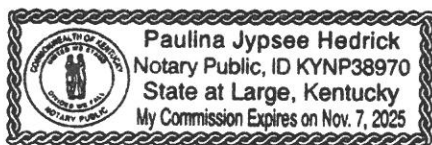
Commonwealth of Pennsylvania - Notary Seal  
Amy J. Broman, Notary Public  
Butler County  
My commission expires April 15, 2027  
Commission number 1017673

Amy J. Broman  
Notary Public

STATE OF Kentucky,  
COUNTY OF Fayette, to-wit:

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of February, 2024, by Dean K. Hunt, the Administrator of the CLEAN STREAMS FOUNDATION, INC.

My commission expires Nov. 7, 2025.



Paulina Jypsee Hedrick  
Notary Public

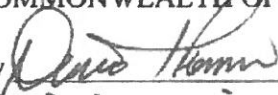
### CONSENT AND ACKNOWLEDGMENT

The Department of Environmental Protection hereby consents to Participant entering into this Participation Agreement pursuant to the Agreement between the Participant and the Department dated Feb. 13, 2024 and acknowledges the Commonwealth of Pennsylvania's and the Department's status as the beneficiary of the Trust and to evidence its consent and acknowledgment of the terms and conditions set forth herein, as well as the powers and authorities granted to the Department hereunder.

#### BENEFICIARY:

THE DEPARTMENT OF ENVIRONMENTAL PROTECTION  
COMMONWEALTH OF PENNSYLVANIA

By

  
Its District Mining Manager

**EXHIBIT "A"**

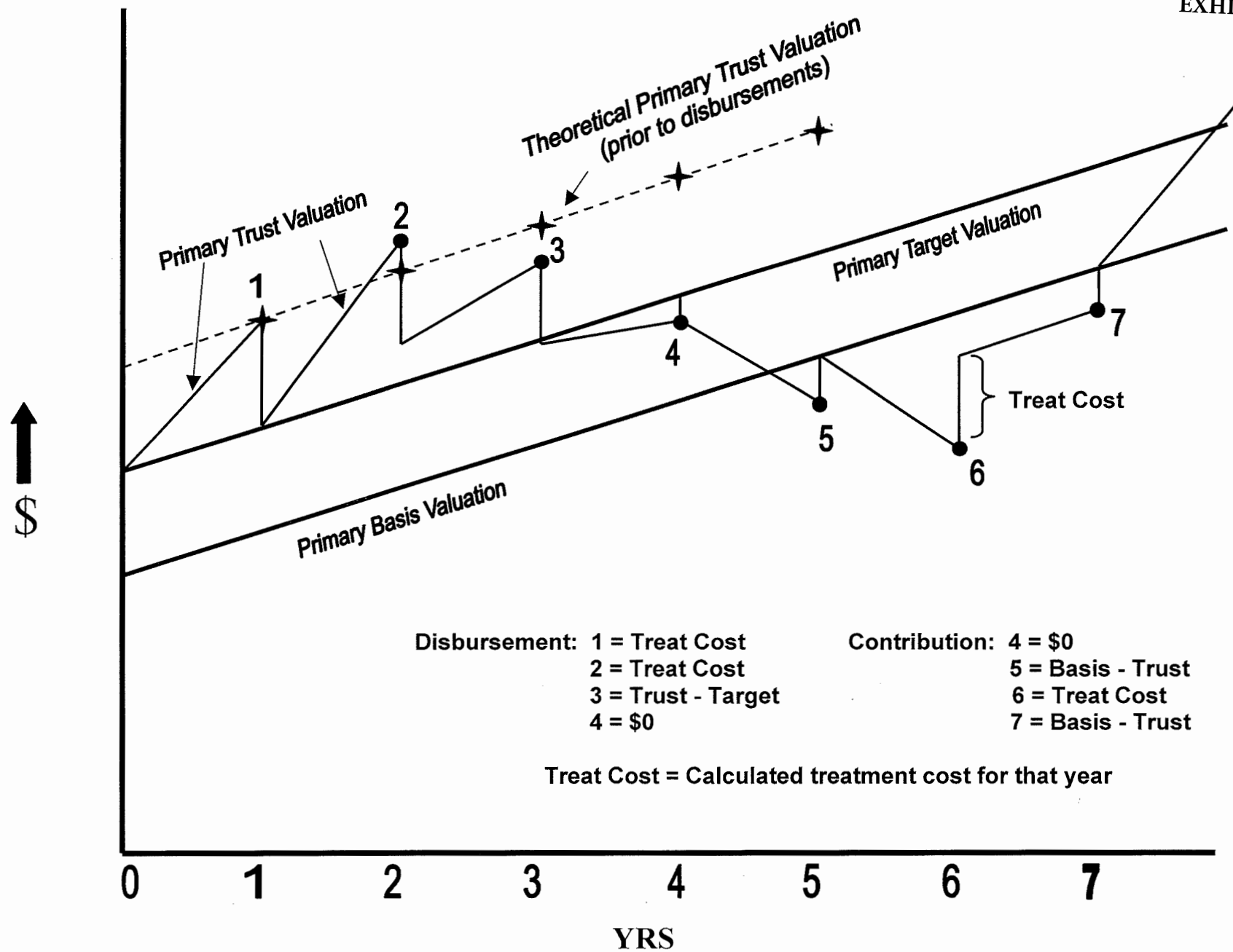
**AGREEMENTS BETWEEN  
THE PARTICIPANT AND THE DEPARTMENT**

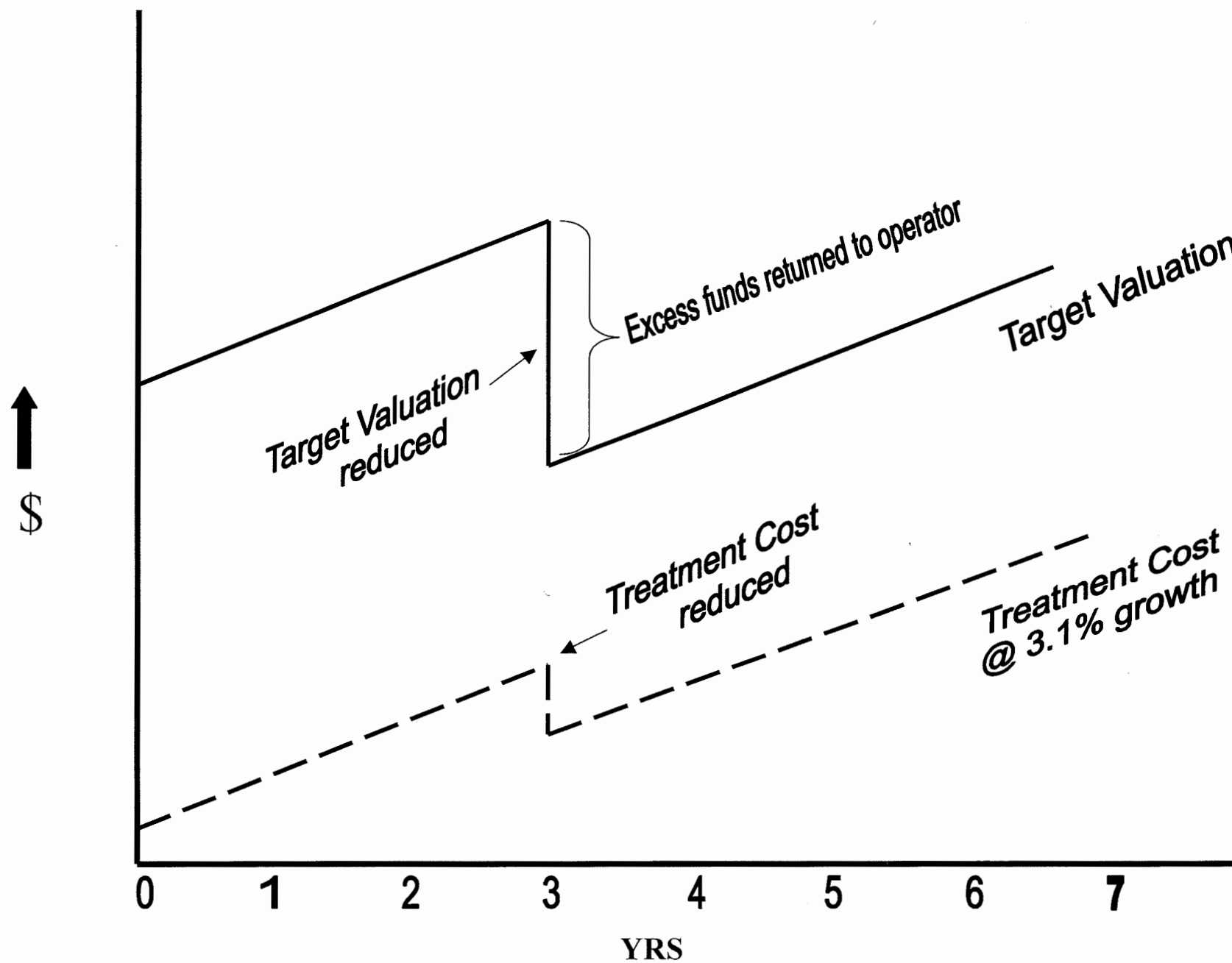
## SCHEDULE A

### CSF TREATMENT TRUST

#### TRUSTEE COMPENSATION SCHEDULE

1. The Trustee's compensation shall be determined according to the provisions of this schedule. (Schedule A of the Declaration of Trust for the Clean Streams Foundation, Inc. dated April 7, 2001.)
2. The Trustee's compensation shall be determined on a monthly basis and shall be equal to one-twelfth ( $1/12$ ) of 1.00% of the Trust's asset value. The Trustee's compensation shall be in payment for all brokerage and custodial services, administrative expenses, and corporate operating expenses.
3. The Trustee's compensation shall be paid each month in advance, based on the month-end asset value for the previous month. The Trustee's compensation shall be deductible on the first business day of the month following the month-end. The Trustee's compensation shall be charged to each Trust Account and Sub-Account and automatically debited on the payment date. Payment will be reflected on the next account statement.
4. For the purpose of computing the Trustee's compensation, the value of assets shall be determined in good faith to reflect their estimated fair market value. To this end, the Trustee shall use statement values of settlement positions in custodial accounts whenever available.





**BILL OF SALE AND LICENSE AGREEMENT**

This Bill of Sale and License Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between ("***Name of Operator***") with [its principal place of business at/a mailing address of] \_\_\_\_\_ ("***Short Company Name***" or "Transferor") and ("***Name of Bank or Trust Company***") with a [business/mailling] address of \_\_\_\_\_ as Trustee ("***Trustee***") of the ("***Name of Trust***") Post-Mining Discharge Treatment Trust ("***Short Name of Trust***").

**Whereas**, ("***Short Company Name***") has entered into a Post-Mining Discharge Treatment Trust Consent Order and Agreement ("***Trust COA***") dated \_\_\_\_\_, \_\_\_\_\_ with the Commonwealth of Pennsylvania, Department of Environmental Protection (the "***Department***");

**Whereas**, ("***Short Company Name***") has entered into a [Post-Mining Discharge Treatment Trust Agreement/Participation Agreement for the Clean Streams Foundation, Inc. Trust dated April 27, 2023 with the Clean Streams Foundation, Inc.] dated \_\_\_\_\_, \_\_\_\_\_ with ("***Name of Bank or Trust Company***") which established the ("***Short Name of Trust***") ; and

**Whereas**, the Department requires Transferor to continue to treat the post-mining discharges covered by the COA, but also to immediately transfer the water treatment equipment, appurtenances, and facilities to the Trust to facilitate continued treatment of water and protection of the environment in the event ("***Short Company Name***") or its successors should cease treating the post-mining discharges.

**KNOW ALL MEN BY THESE PRESENTS** that Transferor in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, does hereby bargain, sell, transfer and convey to ("***Name of Bank or Trust Company***") , as Trustee of the ("***Short Name of Trust***") , all of its right, title and interest to the equipment, appurtenances, facilities, and other personal property (the "Personal Property") comprising the \_\_\_\_\_ Treatment Facilities, including, but not limited to, the equipment and other property described on Exhibit 1, attached hereto and made a part hereof, such transfer to be effective as of the date hereof (the "Effective Date").

Transferor represents and warrants that the Personal Property is transferred to Trust hereby free and clear of all liens and encumbrances.

**PROVIDED, HOWEVER**, that ("***Short Company Name***") and its successors shall have a license to use, operate, maintain, construct or reconstruct the Personal Property to treat the post-mining discharges so long as ("***Short Company Name***") , or its successor, is conducting the necessary water treatment operations. Pursuant to the exercise of the rights granted under this License, ("***Short Company Name***") shall at its sole cost and expense be responsible for maintaining and replacing/upgrading, as appropriate, the Personal Property.



## EXHIBIT L

Parts, additional equipment, replacements, and upgrades to the Personal Property and the treatment facilities and systems shall be done with the express written consent of the Trustee and the Department. As a condition of the License hereby granted, ("*Short Company Name*") agrees that all such parts, additional equipment, replacements, and upgrades shall immediately and automatically become the property of the ("*Short Name of Trust*"). As long as this Bill of Sale and License Agreement is in effect and not terminated or revoked, ("*Short Company Name*"), or its successor, shall bear all risk of loss of the Personal Property.

This Bill of Sale and License shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to the conflict of laws provisions thereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands effective the day and year first above written.

**TRANSFEROR:**

(NAME GOES HERE)

\_\_\_\_\_  
(signature)

Witness:

By: \_\_\_\_\_

Its: \_\_\_\_\_

**TRUSTEE:**

(NAME GOES HERE)

\_\_\_\_\_  
(signature)

Witness:

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Exhibit 1 to Bill of Sale and License Agreement**  
**Transferred Personal Property**